

## 7. PRIZES AND AWARD CEREMONY

All contestants who submit a final paper will be awarded a one year subscription to the EPO's professional search tools on PISE/GPI, starting from October 2013.

The jury will select the winning papers in September 2013. The EPO will then invite the winners to attend an award ceremony in Munich on 17 October 2013. The EPO will pay the costs of travel and accommodation. The winners in each of the five categories (see 2.1 above) will be awarded a prize of EUR 5 000. At the award ceremony, the winners will have the opportunity to present their research project to the public.

## Annex

### TERMS AND CONDITIONS

#### 1. REGISTRATION AND STORAGE OF PERSONAL DATA

Contestants must accept these rules of participation when registering, otherwise it will not be possible to complete the registration process. Acceptance by the contestant personally completing the official registration form on behalf of a team will be deemed to constitute acceptance by all other members of the team.

By registering, the contestants agree to the use and publication by the EPO, for advertising and promotional purposes, of their name, CV details and picture free of charge and without additional consideration or permission, on worldwide media, in print or online, for an unlimited period. The EPO may also publish at any time and in any media any results of this competition for a reasonable duration.

By registering, the contestants agree to storage by the EPO of the personal data provided on registration, for the duration of the contest. Contestants are free to withdraw their approval of such storage of personal data by e mail to academy@epo.org. Upon receipt of this withdrawal, the EPO will delete all personal data stored immediately. Such withdrawal of approval will result in the contestant's elimination from the contest.

To participate in the EPO innovation contest it is absolutely essential that all personal information provided be truthful and accurate. Contestants, whether working alone or in a team, may participate only in their own name. Teams must nominate a representative.

The EPO reserves the right to check the validity of the registration information submitted at any stage of the contest. Submissions in languages other than the EPO's three official languages will not be accepted. Participation in the EPO innovation contest can in no way be deemed to give rise to any employment relationship with the EPO.

#### 2. LIMITED WARRANTY

The EPO reserves the right to cancel or terminate the contest at any time without prior notice. The EPO will make use of this option if the contest cannot be properly carried out for any unforeseen or technical reasons (e.g. viruses in the computer system or manipulation of or defects in hardware and/or software).

The EPO shall provide access to its website and the tools and services mentioned above "as is". It accepts no responsibility for technical errors, viruses or malfunctions of its website or the provided tools, the completeness, accuracy or quality of data provided via the website or contained in the tools, non-availability (e.g. interruptions in transmission) of the website and the tools or fitness for a particular purpose.

#### 3. LIABILITY

The EPO shall, in principle, only be liable for damage caused to a contestant by an intentional or grossly negligent breach of duty by its employees, statutory representatives or auxiliary persons employed to perform duties relating to this contest. Where a claim for compensation for damage against the EPO is based on simple negligence on the part of the EPO (including the persons listed above), the EPO shall be liable only

(a) for death, bodily injury or damage to health,

or

(b) where the duty breached is an essential obligation on compliance with which the participant is entitled to rely as a precondition for due performance during this contest.

#### 4. INTELLECTUAL PROPERTY RIGHTS, PATENTABILITY

Contestants shall guarantee that all materials supplied by them for the purposes of this contest are unencumbered by any third party's proprietary rights. Where appropriate, the participant shall arrange the necessary assignment or obtain the appropriate licences and authorisations, and pay any related royalties, fees and indemnities. The participants shall assume full liability vis-à-vis the EPO for any claim made against the EPO for infringement of copyright or other intellectual property rights as a result of, or otherwise related to, the holding of this contest.

In the event that any claim by a third party based on alleged violation of its proprietary rights results in the EPO's suffering damage or loss, the EPO shall be entitled to seek full compensation for such damage or loss from the contestant. The contestants shall acknowledge their awareness that ideas, innovations, inventions, etc. will be made available to the EPO and/or the jury in the course of this contest. Prior to the contest, the contestants shall take any appropriate steps to protect their intellectual property rights.

The award of prizes in connection with this contest cannot be construed as an opinion or decision of the EPO on the patentability of the idea presented by the winning contestant. Should winners wish to patent their idea, they must follow the normal national and/or international procedures and the EPO's award of a prize to them shall not constitute any precedent or implied or express decision as to the outcome of the patent granting procedure, which procedure, if and in so far as the EPO is or may be involved, will be carried out by the EPO exercising its full independence.

#### **5. IDENTITY CARDS, PERMITS**

Contestants shall bear full responsibility for acquiring and holding, at their own expense, all personal identity documents (e.g. valid passport), entry permits, visas, etc. as may be required for travelling to and from and staying at the EPO in Munich, Germany. Contestants acknowledge that they must initiate the procedures necessary to acquire such documents in due time. The only assistance the EPO can provide in this respect is the sending of a letter to the appropriate authorities and/or the contestant, confirming that they have been invited to Munich for the period indicated. The contestant shall also be responsible for customs clearance (if any) of his luggage.

#### **6. INSURANCE**

Contestants shall bear full responsibility for arranging appropriate and adequate insurance cover at their own expense, for personal liability, medical costs and travel insurance prior to the commencement of travel and for the entire duration of their stay and return travel.

#### **7. DISQUALIFICATION**

Where a contestant (a) in the opinion of the EPO has submitted incorrect or misleading information for the purposes of registration, e.g. as to the entry requirements; (b) is considered to have received undue assistance from experts or benefited from undue privileged access to resources; (c) in the opinion of the EPO has clearly plagiarised ideas from others without indicating the source; (d) has submitted his/her application after the deadline for application; (e) has submitted his/her final deliverables/written report after the specified deadline; or in the event of any other breach by the contestant of any of his/her obligations arising out of or in connection with these rules of participation, the EPO shall be entitled to disqualify that contestant from the contest forthwith without prior notice and, if applicable, cancel the award of any prize to the contestant. The contestant shall then be obliged to refund to the EPO any costs it has incurred in disqualifying the contestant, such as, but not limited to, fees for cancelling or rearranging travel.

#### **8. JURY DECISION**

The discretionary decision of the jury shall be binding. It shall not be open to review.

#### **9. AMENDMENT OF RULES OF PARTICIPATION**

These Rules of Participation may be amended by the EPO at any time without prior notice.

#### **10. APPLICABLE LAW AND DISPUTES**

Participation in the contest and these rules shall be governed by German law. Where the EPO does not waive its immunity from national jurisdiction under Article 3(1) of the Protocol on Privileges and Immunities (German Federal Law Gazette 1976, Part II, page 985 ff.), any dispute arising out of or in connection with participation shall be settled by binding arbitration with one single arbitrator in accordance with the provisions of the German Code of Civil Procedure (ZPO). The place of arbitration shall be Munich. Where the EPO waives its immunity from national jurisdiction under Article 3(1) of the Protocol on Privileges and Immunities, the courts having jurisdiction for any dispute arising out of or in connection with the participation shall be exclusively those of Munich.