

## LEGAL BASES 1<sup>ST</sup> PERSONAL DATA HACKATHON - DEVELOPERS' EDITION

### OBJECTIVES

The goal of the Personal Data Hackathon is to pave the way for individuals to control, manage and - if they wish - directly monetize their personal data.

In the framework of this initiative, the necessary steps are:

- a) Allow individuals easy and clear access to their own personal data on their devices, and a streamlined process for structuring it so that they can easily decide what to safeguard and what to share.
- b) Shape and package personal data so that it can be shared with vendors, providing a reliable and consistent set of third-party data.
- c) Define the data exchange contract to maximize the protection of individual rights while allowing for a streamlined data transaction process.

As a result of the above, the Personal Data Hackathon is structured sequentially in 3 different and successive events aimed at attracting professionals from different specialties: 1.

#### - **Personal Data Hackathon Devs. Edition for Software Developers**

Its objective is to create an application that allows individuals to locate and structure their personal data on their devices and streamline its management.

#### 2.- **Personal Data Hackathon Vendors Edition for Marketers & Advertisers**

Based on the solution of the previous one, to drive marketers to shape the kind of data they really want from their customers and streamline the data exchange process 3.

#### - **Personal Data Hackathon DPOs Edition for Data Protection Experts**

Based on the conclusions of the above, streamline data transfer agreements under GDPR, to maximize the protection of individuals and simultaneously enhance and protect the benefits that such data collection provides to companies.

### ORGANIZING COMPANY

The promoter of the Hackathon is Data Milling S.L. hereinafter "**The Organization**".

C/ Conrado del Campo, 21; Pta5-5F. 29620- Málaga

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Contact email: enquiries@datamilling.com

### FREE OF CHARGE AND ACCEPTANCE OF THE TERMS AND CONDITIONS.

Participation in this Competition is completely free of charge. The simple fact of participating in the Competition implies full acceptance of these Terms and Conditions, without reservation.

Failure to comply with legal regulations or failure to comply with the indications given by the organization may result in expulsion from the Hackathon.

### DURATION AND TERRITORIAL SCOPE OF THE COMPETITION.

The deadline for confirming participation in the Contest is October 15, 2021 at 23:50h and the Contest will take place from November 19 to 21, 2021 (hereinafter, "Term").

The Hackathon will take place on-line.

Candidates from any country may apply.

### REQUIREMENTS

The Hackathon is an online collaborative software development competition in which participants with a technical profile and knowledge of software programming will create software applications and digital solutions aimed at handling and managing the user's personal data contained in the PC and/or mobile phone (Android), as described in the objectives of the Hackathon.

For this purpose, if participants decide to use personal data during the event, they must have obtained such data in a lawful manner and in compliance with data protection regulations. Responsibility for the use of personal data of third parties rests solely with the participants who process such personal data.

### TEAM REGISTRATION

The participation will be made "by Teams" of between 2 and 4 people that can be integrated by participants with any of the technical profiles mentioned in the Requirements section and must comply with what is established in the present Legal Bases.

Participants may register individually, but as part of a Team. In the event that an entrant does not form part of a Team, the Organization reserves the right to put individual candidates in contact with each other in order to form a Team. In the event that an entrant cannot or chooses not to be included in a Team, he/she will not be able to participate in the Competition as there will be no participation at the individual level.

Registration is limited to a maximum of 120 participants and/or 30 teams.

Registration must be made by means of the corresponding registration form on the Competition website [www.personaldatahackathon.com/inscription.htm](http://www.personaldatahackathon.com/inscription.htm) before the end of October 15, 2021.

Registration for the Competition confirms the acceptance of these Terms and Conditions without reservation and the commitment of the participants to the content of these Terms and Conditions. As part of these, registration also implies acceptance of the organisers' right to apply criteria for the admission of candidates. The organisers will choose the participants, without having to give reasons or justify the decision taken, and no claims will be accepted.

In the registration form each team must define their project, which will be focused on the capture and structuring of the user's personal data contained in the PC or Android Mobile.

Participants will provide their own technical resources for the development of their proposal: computers, mobiles, tablets, devices, gadgets, platforms and/or technological environments, or any other software or hardware material that may be necessary in this regard. However, the Organization will provide collaboration platforms that allow the correct participation in the Hackathon.

If for any reason a registered Team cannot participate in the event, it must inform The Organization at least 72 hours before the start of the Competition.

### Challenges:

In addition to the Challenges proposed by the Organization, new initiatives proposed by the Hackathon participants that meet the objectives and values of the Hackathon, submitted from the day of the start of registration and during a period of fifteen (15) days, will be admitted. These proposals will be evaluated by the Organization, at its sole discretion. In the event that such initiative is accepted by the Organization, it will be included as a Challenge of the Contest and the participant who has proposed it will be informed.

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### PRESENTATION OF THE JURY

The participating teams will present their development before a jury made up of personnel designated by the Organization for this purpose and before the rest of the participating teams.

The presentation of the results will allow the jury to make a final evaluation of the developments and select the winning teams. The Jury will exclude those who submit a project that does not correspond or meet the objectives of any challenge or does not comply with the Legal Bases.

One of the members of the jury will act as chairman and will have the casting vote in the event of a tie in the jury's vote.

The jury appointed by the Organization will be made up of technologists and professionals from any field related to information technology. The members of the jury will not have any link of interest with the "Participants" and / or "Teams".

The Jury will be appointed by the Organization at its sole discretion.

### FINAL EVALUATION

The presentation will be carried out remotely (on-line) or, at the team's choice, by sending a video. In both cases, the presentation will have a maximum duration of 5 minutes, allowing a brief question and answer session with the jury at the end of the presentation.

It must include details of the initial objective of the proposal, its level of achievement, its virtues and disadvantages, the technology used, and include a practical demonstration of the tool using one or more usage scenarios associated with the development carried out during the Hackathon, as well as any other information considered relevant by the Participants for its evaluation.

During the Hackathon there will be partial evaluations (hereinafter Checkpoints) that will have the purpose of evaluating the achievement of the project estimated for each moment:

- CHECK POINT 1 - Team structure and composition / Dedications / Experience
- CHECK POINT 2 - Solution Preparation
- CHECK POINT 3 - Degree of maturity of the proposed solution

The presentation, together with the partial evaluations, will allow the jury to make a final evaluation of the developments and select the winning teams. The jury's decision will be final.

By accepting these Terms and Conditions, the Participants accept this decision and therefore waive any claim in this respect.

During the presentation the following will be evaluated:

- Presentation of the results of the Hackathon in a "pitch" of no more than 5 minutes.
- Visual presentation (Formats: PPT, video or real demo)
- For a project to be considered valid for evaluation, at least the following elements must be submitted: Source code, mock-ups and visual presentation material.

### EVALUATION CRITERIA

The Winners (1st prize, 2nd prize and 3rd prize) will be selected by the jury on the basis of the best scores obtained, taking into account the following \*criteria:

- Impact and scope that the purpose of the solution may have on the target audience.
- Functionality, usefulness and usability of the solution. Degree of suitability for future interoperability. Maturity of the solution presented.
- Scientific quality and contrast of truthful information.
- Innovation, unique features that make it stand out.

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- Potential, can be adapted easily and quickly. It is a realistic project, it can become a business.
- Quality, clarity and brevity of the presentation. The scope, importance of the problem and the designed solution are understood.

*These evaluation criteria will be reviewed and can be updated until the day of the Hackathon, where they will be presented during the introductory day.*

The Competition Organiser reserves the right in its absolute discretion, to verify all winners, including proof of identity, as required, and to withdraw entitlement to the prize if it considers, in its sole discretion, that these Terms and Conditions have been breached.

### AWARDS

The Competition is endowed with the following prizes.

- 1st Prize: 2.500.- € for the winning project.
- 2nd Prize 2.000.- € for the second classified.
- 3rd Prize 1.500.- € for the third classified.

The winners will receive an email informing them of the decision.

The prize will be divided equally among the members of each team, and the payment of the corresponding part of the prize will be delivered to each participant by bank transfer to the account number they indicate, once the Organization has informed them of the decision.

If the winning team, or any of its members, does not respond to the communication and does not provide the information to make the bank transfer of the prize within 15 days from the sending of the email by the ORGANIZATION, the team, or if applicable the team member concerned, will lose the possibility of receiving the prize.

Each winning participant shall have the option to waive the prize and THE ORGANIZATION donate the same to a non-profit entity designated by it, and must communicate its decision to THE ORGANIZATION within five (5) days after THE ORGANIZATION communicates the result of the Contest.

The prizes that are the object of this Competition will be subject to the tax regime applicable according to the legislation in force, and therefore to the taxation applicable in each case.

### PROTECTION OF PERSONAL DATA

The completion of all required fields is mandatory and therefore the organization of the Competition reserves the right to reject those applications whose fields are incomplete or completed in an unintelligible manner, at its discretion.

In compliance with the provisions of the applicable regulations on Data Protection, The Organization informs you that the personal data you provide for your participation in this Competition will be included in a temporary register, owned by Data Milling S.L. for the purpose of managing the Competition.

The legal basis for the processing of your personal data is based on the contractual relationship, with regard to the individual points of the terms and conditions, and on the consent to participation, which is freely given by the data subject for participation in the Competition.

The participant may, at the time of registration, provide personal data of other participants who make up his or her team. The participant who registers in the contest confirms having obtained the corresponding authorization from the other participants so that the ORGANIZATION can process the data for the proper management of the contest.

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During the course of the event it is possible that **The Organization may** take photographs, videos or audiovisual materials with the participants. The participant authorizes the realization of such audiovisual material and its subsequent publication on the website of the Hackathon (personaldatahackathon.com) in its multiple editions, websites, social networks etc. for the purpose of promoting the events.

If you are unhappy, you can report this at any time to [privacy@personaldatahackathon.com](mailto:privacy@personaldatahackathon.com).

Personal data will be kept, duly protected with appropriate security measures, for the duration of the contest and, subsequently, only as long as necessary to comply with the corresponding legal obligations. We also inform you that no automated decisions will be made without human intervention. In no case is Data Milling S.L. contemplating international transfers of data to third countries.

At any time you may exercise your rights of access, rectification, deletion, limitation of processing, opposition and portability, under the terms provided in the Data Protection regulations, before the data controller by sending the corresponding request to Data Milling S.L. by e-mail to the address [privacy@personaldatahackathon.com](mailto:privacy@personaldatahackathon.com) or by post to the address Conrado del Campo, 21 Ptal. 5 - 5F, 29620 - Torremolinos, Málaga, Spain, indicating the reference "Personal Data".

Data Milling S.L. reserves the right to request additional information from the participant to verify his/her identity.

Spanish Data Protection Agency at the address [www.aepd.es](http://www.aepd.es) is at your disposal for any claim arising from the processing of your personal data.

### **TRANSFER OF IMAGE RIGHTS AND INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

Participants (winners or not) authorize Data Milling S.L. to reproduce and use their name, surname, image and other personal data in any promotional activity related to the contest, without the right to any remuneration for this concept.

On the other hand, the participation in this competition entails the transfer by the finalists and the winner, in favour of Data Milling S.L. worldwide, for an indefinite period of time and during all the terms provided by law, exclusively and free of charge, of all the intellectual and/or industrial property rights on the projects and designs submitted, including the source code, plans, memory, drafts, drawings, schemes, etc. all of this, in any of its modalities. In this sense, Data Milling S.L. will be able to exploit the designs of the finalists and the winner exclusively, worldwide and during all the periods of duration permitted by law, without having to pay any specific remuneration for such license or assignment.

However, in the event that Data Milling S.L. has no interest in such assignment with respect to a specific project and the owner team is interested in its exploitation, Data Milling S.L. will agree to the waiver of such rights in favor of the person(s) holding such rights.

All participants (winners or not) guarantee that the projects and designs submitted, as well as their elements or preparatory documents do not in any way infringe any third party rights, and consequently undertake to hold Data Milling S.L. completely harmless in the event of any third party claim.

### **AMENDMENTS AND/OR ANNEXES.**

This Competition is intended to ensure that the competition between the different participants is carried out on an equal opportunity basis and with strict respect for the rules of good faith. For this reason, the Competition Organisers will automatically and immediately exclude from the

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Competition any participant who violates the rules of good faith, behaves in a mendacious, inadequate, fallacious or improper manner, uses disproportionate, fraudulent or abusive means, or fails to comply with these Rules in any of their extremes.

If such irregularities are detected after the actual delivery of any of the prizes, the Competition Organisers reserve the right to take the appropriate legal action against the author or person responsible, including, among others, those aimed at returning the prizes.

In the event that this Contest cannot be carried out, either by fraud detected in the same, technical errors, or any other reason that is not under the control of the ORGANIZATION, and that affects the normal development of the Contest, the Contest Organization reserves the right to cancel, modify or suspend the same.

The Competition Organisers reserve the right to:

- i. Make any subsequent amendments or additions to this Competition.
- ii. Resolve, according to their prudent interpretation, any aspects not covered by these Rules.
- iii. Change the prizes included in this Competition provided there is just cause.
- iv. Take legal action against those persons who carry out any type of act that could be considered manipulation or falsification of this Competition.

### LANGUAGE

The full text of the LEGAL NOTICE AND GENERAL CONDITIONS OF USE OF THE WEBSITE, as well as the full text of the LEGAL RULES OF THE CONTEST "1st PERSONAL DATA HACKATHON DEVELOPERS EDITION", as well as all documents derived from the above including the Annexes, have been written in Spanish, prevailing the Spanish version for its interpretation and considering the Spanish version as official.

### APPLICABLE LAW AND JURISDICTION.

This competition is governed by Spanish law. Data Milling S.L. and the participants of the Contest submit to the Courts and Tribunals of Torremolinos, Málaga (Spain).

For the resolution of any conflict that may arise between Data Milling S.L. and the participants acting as consumers, the Spanish Courts and Tribunals will be competent under the terms established in article 52.3 of the Law of Civil Procedure.