

## TERMS AND CONDITIONS

### V EDITION OF THE INTERNATIONAL TECHNOLOGY OLYMPICS

#### **First: Competition Organizer and Purpose of the call**

The following rules are intended to establish the rules of participation in the V edition of the International Technology Olympics Competition (hereinafter, the "Competition") organized by the NTT DATA Foundation Europe and Latin America with NIF G-82966326, domiciled in Madrid, Camino Fuente de la Mora, number 1 (hereinafter, the "NTT DATA EMEAL Foundation"), in collaboration with other NTT DATA foundations and entities. The list of these entities, according to the country from which they participate, can be consulted in annex I of these Terms and Conditions. Collectively, the NTT DATA EMEAL Foundation and these organizations will be referred to as the "Organization".

#### **Second: Competition process**

The Competition, aimed at children between 7 and 16 years old, consists of participating in the training itinerary proposed and designed by NTT DATA EMEAL foundation, which is made up of 10 modules and solving a final challenge. In each of the modules, participants will have to solve challenges in order to obtain "keys" (points) that will open the door to the following modules. The number of keys obtained will determine the category in which the participant will be classified. Once the 10 modules have been completed, all participants will receive a diploma indicating their performance and the category in which they have been classified, according to the criteria established by the Organization.

In the Competition there will be two different groups depending on the age range of the participants. Within each range, categories will be established based on the keys obtained, with the Organization determining and communicating the number of keys required for each category. The first age group will include participants from 7 to 11 years old and the second age group will include participants from 12 to 16 years old.

- Age range 7 to 11 years old
  - o Beginner category.
  - o Advanced category.
  
- Age range 12 to 16 years old
  - o Beginner category.
  - o Advanced category.

To complete the itinerary, participants will have to complete all the exercises and challenges proposed through the digital skills platform. In addition, participants will be able to attend synchronous online training sessions with the coaches during the Competition period.

At the end of the Competition, participants will respond to a final challenge (the "Challenge") according to the age range and category in which they have been classified. In the Challenge they will put into practice the digital skills acquired during the training pathway and they will have to respond to it through the creation of a video game, an animation, a story, etc. (hereinafter, the "Project") designed with the free programming tool Scratch.

Subsequently, an Evaluation Committee, designated by the Organization, will select the best Projects in each of the categories (hereinafter, the “National Finalists”) according to the evaluation criteria described in the sixth clause. The National Finalists will present their Project during the national virtual final in an open session (hereinafter, the “National Final”) where one winner per category will be selected within each age range (hereinafter, the “National Winner(s)”).

The National Winners will obtain a pass to the international virtual final of the Competition (hereinafter, the “International Final”), where they will compete with the winning projects of the national competitions from different participating Latin American and European countries. The International Final will be held in a virtual and open session in which an international winner will be selected for each category within each age range (hereinafter, the International “Winner(s)”).

### **Third. How to participate**

Participation in the Competition is free of charge and requires participants to be registered on the International Technology Olympiads platform (the “Platform”), which can be accessed via this link: <https://www.nttdatafoundationoit.com/es/>. Registrations must be made on the dates and times specified by the Organization, which may change depending on the country.

To participate in the Competition, the following rules must be followed, within the dates and times determined by the Organization, according to the country from which you are participating:

1. Complete the registration form. The registration must be made by the participant's parents or guardian.

Registration of participants may also be done by schools, including their directors or teachers, provided that they have the necessary authorizations and permissions from the parents/legal guardians for the registration of participants. The Organization is not responsible for any inaccuracy or lack of any authorization or permission on the part of the persons making the registration, and may at any time require documentation proving such authorization or permission.

The Organization is not responsible for inaccurate or false information provided in the Competition registration form.

2. Participants must complete the training itinerary made up of 10 modules, answer the questions and challenges proposed in each of the modules in the Platform and, optionally, attend the online training sessions created for the Competition.
3. Once assigned a category according to the keys (points) obtained, respond to the Challenge proposed by the Organization.
4. The Project (video game, animation, story, etc.) must be carried out with the free programming tool *Scratch*. It will be necessary to create an account at <https://scratch.mit.edu/> and use the online version of the program. The Organization will indicate, when applicable, how and when to send the Project and any other necessary details, through the Competition website or through e-mail communications to the participant's contact. Each Project must be submitted

only once and once submitted, no modifications or additional submissions will be accepted.

Please note that the Organization does not control or assume any responsibility for the information or use of the *Scratch* tool. Operators of such a website may collect personal data and should therefore ensure that they agree to *Scratch's* terms of use and privacy policies before using and providing any personal data.

5. Any material used (images, sounds, texts, etc.) must be intended to respond to the proposed Challenge.
6. The National Finalists selected by the Evaluation Committee must present their Project at the National Final of the Competition. The National Final will be broadcasted and recorded, and authorization for the use of images will be required, which, at the time of the National Final, will be requested from the parents/legal guardians of the National Finalists via the National Final registration form. In the event that the parents/legal guardians do not authorize the capture, reproduction, distribution and transformation of the Image, which is necessary for the presentation of the Project by the National Finalists, they will be disqualified from the Competition.
7. The National Winners must present their Project at the International Final of the Competition. The International Final will be broadcasted and recorded, therefore, authorization for the use of the image will be required, which, at the at the time of the International Final, will be requested from the parents/legal guardians of the National Winners via the International Final registration form. In the event that the parents/legal guardians do not authorize the capture, reproduction, distribution and transformation of the Image, necessary for the presentation of the Project by the National Winners in the International Final, they will be disqualified and will not be able to participate in the International Final.

#### **Fourth. Who can participate**

Any child between the ages of 7 and 16 residing in Argentina, Brazil, Chile, Colombia, Ecuador, Spain, Italy, Mexico, Peru, Portugal or any other country where the NTT Group has an office may participate in the Competition, as set forth by the Organization, may participate in the Competition. All participants, schools, parents/guardians must comply with the conditions and requirements of participation and accept these rules. Participation in the Competition is on individual basis and each participant may complete the itinerary as many times as they want and submit a single Project within the deadlines indicated by the Organization, which will vary according to the country from which they participate. Once the Project have been submitted, it cannot be modified.

Those natural persons who have not completed the established procedures for participation and/or who have registered outside the time frame established in these rules or have been registered by a person who is not authorized to do so will not be considered as participants.

This Competition has limited capacity, so the order of registration will be respected until full capacity is reached.

#### **Fifth. Deadlines and Conduct of the Competition**

The registration deadline will be announced through the Organization's website <https://www.nttdatafoundationoit.com/es/> and social media of the Organization and may

be different depending on the country from which the participant participate. Participation outside the time range announced by the Organization through the above-mentioned means will not be considered.

The deadlines for each stage of the Competition, the announcement of the categories, the assigned challenges and the selected finalists will be announced through the Platform and/or the emails that the registered participants have provided for this purpose. The entire Competition itinerary, including the National and International Finals, will take place over a period of approximately 3 months.

Projects that are not submitted within the deadlines indicated by the Organization will not be considered.

The National Final will be held in a virtual session where the National Finalists will present their Project and the winning Projects by Category and by age range will be selected and announced. Presentations at the National Final will be made in the official language of the corresponding country. The National Winners will compete, on the date and time indicated by the Organization, with the national winners from different Latin American and European countries participating in the International Final, where the winning Projects by category and age range will also be announced. The language of the International Final will be Spanish; however, National Winners may present their Project in their own language.

#### **Sixth. Evaluation process and Jury**

An Evaluation Committee will be appointed to evaluate the Projects composed of a representative group of experts in programming and/or education to be designated by the Organization. This committee will select the National Finalists.

As evaluation criteria, the following aspects will be assessed in each Project:

1. It contains a message appropriate to the proposed Challenge.
2. Originality.
3. Ease of use.
4. Incorporate techniques learned during training.

A Jury will be appointed to select the winning Projects in the National Final, consisting of a representative group of experts in programming and/or education to be appointed by the Organization.

#### **Seventh. National Final Award**

The National Winners will be announced during the National Final, and will receive a prize, which consists of a playful educational material, designed to encourage them to continue developing their digital skills and computational thinking, as well as self-development and curiosity for new technologies (hereinafter, the “National Prize”).

The Organization may, if so decided by the Evaluation Committee or the Jury, award one or more runners-up prizes to the Projects they deem appropriate.

The delivery of the National Prize will be coordinated by the Organization with the National Winners and/or with schools/parents/legal guardians. If the National Winners are not contacted or do not answer within 25 working days from the date of the National Final, or if the National Winner resigns or there is a breach of these Terms and Conditions, the National Prize will be forfeited.

The delivery of the National Prize may be made at the offices of the corresponding Organization according to the country of participation or by sending it to the address indicated by the winner/s. The courier company in charge of delivering the National Prize will make two (2) attempts. The courier company in charge of the delivery of the National Prize will make two (2) attempts, if it is not possible to deliver the National Prize after the two attempts to the Winner/s, the National Prize will be declared void.

The National Prize is non-exchangeable at the winner's request and non-refundable for its cash value.

The Organization of each country will not be liable for any material or technical incident occurring after delivery or in relation to the National Prize obtained. Under no circumstances will the Organization be responsible for the winner's use of the National Prize.

### **Eighth. International Final**

The National Winners will present their Project before a Jury designated by the Organization. The International Final will be virtual, on the date and time indicated by the Organization. At the International Final, the Jury will select the winning Projects by category and age range, which means that there may be up to 4 winners. The announcement of the International Winners will be made at the International Final.

### **Ninth. International Final Award**

The International Winners will be announced during the International Final, and will receive a prize, which consists of other playful educational material to develop digital skills (hereinafter, the "International Prize").

The delivery of the International Prize will be coordinated by the Organization with the International Winners and/or with the schools/parents/legal guardians. If the International Winners are not contacted or do not answer within 25 working days from the date of the International Final, or if the International Winner resigns or there is a breach of these Terms and Conditions, the International Prize will be forfeited.

The International Prize may be delivered at the offices of the NTT DATA EMEAL Foundation, if applicable according to the location of the International Winners, or by sending it to the address indicated by the Winner. The courier company in charge of the delivery of the International Prize will make two (2) attempts, if it is not possible to deliver the International Prize after the two (2) attempts to the International Winner/s, the International Prize will be declared void.

The International Prize is non-exchangeable at the winner's request and non-refundable for its cash value.

The Organization will not be liable for any material or technical incident occurring after delivery or in relation to the International Prize obtained. Under no circumstances will the Organization be responsible for the winner's use of the International Prize.

### **Tenth. Miscellaneous**

#### **Intellectual Property Rights**

Participants undertake to respect the applicable regulations on intellectual and industrial property rights and therefore undertake: (i) not to plagiarize, use or reproduce a protected work or a work owned by a third party; (ii) not to use or make unauthorized downloads of works to incorporate them into the submitted material; (iii) not to reproduce, use, imitate or modify trademarks or signs belonging to third parties; (iv) under no circumstances will content be accepted that entails unlawful interference with the right to honor, personal and family privacy and the self-image of any person, that does not respect the dignity of the person, that entails discrimination on grounds of race, sex, religion, opinion, nationality, disability or any other personal or social circumstance. Participants, and in any case their parents or legal guardians will hold the Organization harmless against any third-party claim derived from the non-fulfilment of the aforementioned obligations or guarantees.

All participants retain ownership of their Projects but grant the Organization an assignment of the rights to reproduce, distribute, publicly communicate and transform the Project.

This grants is made with the limitation that its use is limited to the following purposes: to evaluate the participation in the Competition and to inform and promote the Competition and/or the participants Projects, as well as to elaborate promotional materials and summaries of the Competition in video format, presentation, etc. and to be able to publish them through different channels of the Organization (web, intranet, social networks, etc.) without limitation in time or territory. This authorization is given free of charge.

#### Reservations and limitations

The Organization reserves the right to cancel the participation/s that do not comply with any of the requirements of these Terms and Conditions, current regulations, as well as the possibility of eliminating those participants who defraud, alter or disable the proper functioning and the normal course and under these rules, comments or actions that it considers to be unrelated to these rules and the purpose of the Competition; breach the conditions, limitations or prohibitions contained herein, or which it considers improper, indecorous or in bad taste or which it considers may hurt the feelings of other participants or the public attending the National Final and/or International Finals.

The finding of any of these circumstances during the Competition will result in the automatic disqualification of the participant/s, as well as the loss of the National and/or international Prize if it has been awarded. Likewise, the Organization will be exempt from all liability in the event of any of the aforementioned cases, as well as from any liability for damages that may be caused during the enjoyment of the National and/or international Prize.

The Organization reserves the right to cancel or modify these Legal Terms and Conditions in the event of an act of God or force majeure, which prevents the proper conduct of the Competition and/or the awarding of the National and/or International Prize. In the event of such a circumstance, it will be communicated in due course. Likewise, if for any reason it is necessary to postpone or modify the Competition, this fact will be published through the channels established for this purpose at the time of registration and an email will be sent to all registered participants.

#### Responsibilities

The Organization is exempt in all cases from any liability in the event of any error in the data provided by the participant(s) that would prevent their identification or delivery of

the National and/or International Prize. Likewise, it is not accepting no responsibility for any possible loss, deterioration, theft or any other circumstance not attributable to the Organization that may affect the delivery of the National and/or International Prize, as well as any direct or indirect damage to third parties.

The Organization excludes any liability for damages of any kind that may be due to the temporary lack of availability or continuity of the operation of the Platform or the Scratch platform, to the defrauding of the usefulness that participants may have attributed to it, and in particular, but not exclusively, to failures in accessing the different pages and sending participation responses via the Internet.

The Organization is not responsible for any changes or cancellations that the Competition may undergo, nor is it responsible for possible losses, deterioration, theft, delays or any other circumstance attributable to third parties that may affect the general running of the Competition.

The Organization is not responsible for the malfunctioning of electronic communication networks that prevent the normal development of the same for reasons beyond its control and especially for external acts contrary to good faith. Neither will the Organization be responsible for transmission problems or loss of data not attributable to it.

#### **Eleventh. Acceptance of the Terms and Conditions**

Participation in the Competition implies the acceptance of these Terms and Conditions, without exception or conditions, as well as any decision taken by the Organization, the Evaluation Committee or the Jury.

#### **Twelfth. Applicable law and jurisdiction**

The Competition shall be governed by the legislation in force in the country from which participants are entering. The international phase will be governed by Spanish legislation in force.

Any controversy that may arise from the interpretation and application of these Legal Terms and Conditions in the national phase shall be expressly submitted to the courts and tribunals of the place where the organizing entity of that phase is domiciled, depending on the country from which the participant is entering. arising from the interpretation or application of these Legal Terms and Conditions during the international phase shall be expressly submitted to the courts and tribunals of the city of Madrid.

## ANNEX I: LIST OF COLLABORATING ENTITIES

Country	Denomination	Address	Tax Number
Argentina	NTT Data Argentina S.A.	Luca Esteban De 2251 Piso 6 Ciudad de Buenos Aires, Argentina	CUIT 30707099360
Brasil	NTT DATA FOUNDATION	Av. das Nações Unidas, 14.171 - 16º, Av. das Nações Unidas, 14.401 – 16º andar Conj. 161 a 164. Edif. Torre Corporativa A2 Cond. Parque da Cidade – Vila Gertrudes, São Paulo, Brasil	31568839000154
Chile	Fundación NTT Data Chile	Rosario Norte 532, piso 19, Las Condes, Santiago, Región Metropolitana, Chile	Rol Único Tributario de Chile N° 65.160.457-5
Colombia	NTT DATA COLOMBIA SAS	Calle 97ª # 13ª - 57 Bogotá – Colombia	NIT. 900128566-2
Ecuador	NTT DATA PERÚ S.A.C.	ROBLES E4-136 Y AV. AMAZONAS, Guayaquil, Ecuador	RUC: 1793085687001
Italia	NTT DATA Italia S.p.A.	Via Ernesto Calindri, 4 20143 Milano, Italy	07988320011
Mexico	NTT DATA MEXICO	PASEO DE LA REFORMA NO 296, PISO 28 COL JUÀREZ Municipio CUAUHTEMOC C.P. 06600 C.P. 06600 Estado CIUDAD DE MÉXICO, México	RFC EME010305MW7
Peru	NTT DATA PERÚ S.A.C.	CAL.DEAN VALDIVIA NRO. 148 DPTO. 401 URB. JARDIN, - SAN ISIDRO- LIMA-LIMA - PERU	RUC N° 20521586134
Portugal	NTT DATA Portugal, S.A.	Atrium Saldanha - Praça Duque de Saldanha, 1 - 10º, 1050-094 Navarra	Tax Number: 506204650
España	Fundación NTT DATA Europa y Latinoamérica	Camino Fuente de la Mora, número 1, 28050 Madrid, España.	NIF: G-82966326