

## TERMS AND CONDITIONS

### 3rd edition of the International Technology Olympics

#### First: Purpose of the call

The following rules are intended to establish the rules of participation in the 3rd edition of the International Technology Olympics Competition (hereinafter, the "Competition") organized by the NTT DATA Foundation Europe and Latin America (hereinafter, the "NTT DATA EMEAL Foundation" or the "Organization").

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. 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.

In the Competition there will be two different groups depending on the age range of the participants. 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: up to 180 keys
  - o Medium category: up to 240 keys
  - o Advanced category: up to 300 keys
  
- Age range 12 to 16 years old
  - o Beginner category: up to 180 keys
  - o Medium category: up to 240 keys
  - o Advanced category: up to 300 keys

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 their 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 will select the best projects in each of the categories (hereinafter, the “Finalists”) according to the evaluation criteria described in the fifth clause. The Finalists will present their Project during the virtual final in an open session (hereinafter, the “Final”) where the winner(s) will be selected according to category and age range (hereinafter, the “Winner(s)”).

## Second. 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"), via this link:

[https://forms.office.com/Pages/ResponsePage.aspx?id=h9xIMPBDAEGay64ZcceTISllpd\\_IVBKkXXxQUPI5KIURFIKSUJUMV11SIRXQ0M2R1UwNzdTVjdCMCQIQCN0PWcu](https://forms.office.com/Pages/ResponsePage.aspx?id=h9xIMPBDAEGay64ZcceTISllpd_IVBKkXXxQUPI5KIURFIKSUJUMV11SIRXQ0M2R1UwNzdTVjdCMCQIQCN0PWcu)

To participate in the Competition, the following rules must be followed:

1. Complete the registration form. The registration must be accompanied by the participant's father, mother, or guardian.

Registration of participants may also be done by schools, on the understanding that, as such, they have the necessary authorizations and permissions from the parents/legal guardians for the registration of participants. NTT DATA EMEAL Foundation is not responsible for any inaccuracy or lack of the afore mentioned authorization or permission.

NTT DATA EMEAL Foundation is not responsible for inaccurate or false information provided in the Competition registration form.

2. 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 NTT DATA EMEAL foundation.
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 the project should be sent.

Please note that NTT DATA EMEAL Foundation 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 Finalists selected by the Evaluation Committee must present their Project at the Final of the Competition. The Final will be broadcasted and recorded, and authorization for the use of images will be required, which, at the time of the Final, will be requested from the parents/legal guardians of the Finalists. 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 Finalists, they will be disqualified from the

Competition.

### **Third. Who can participate**

Any child between the ages of 7 and 16 residing in Austria, Argentina, Belgium, Brazil, Chile, Colombia, Ecuador, Germany, Italy, Japan, Mexico, Peru, the Netherlands, Portugal, Romania, Spain, Switzerland, the United Kingdom or any other country where the NTT Group has an office may participate in the Competition. All participants, schools or 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 several Projects within the deadlines indicated by the NTT DATA EMEAL Foundation. Once the Projects has been submitted, they 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.

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

The registration deadline will be announced through the NTT DATA EMEAL Foundation's website <https://www.nttdatafoundation.com/es-en/projects/technology-workshop-for-kids> and social media and local offices interested in its dissemination. Participation outside the time range announced by the NTT DATA EMEAL Foundation 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 Final, will take place over a period of approximately 3 months.

Projects that are not submitted within the deadlines indicated by the NTT DATA EMEAL Foundation will not be considered.

The Final will be held in a virtual session where the Finalists will present their Project and the winning Projects per Category and per age range will be selected and announced.

### **Fifth. 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 NTT DATA EMEAL Foundation. This committee will select the 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 Final, consisting of a representative group of experts in programming and/or education to be appointed by NTT DATA EMEAL Foundation.

### **Sixth. Prize**

The Winners will be announced during the virtual open session, and will receive a prize worth up to one hundred and fifty euros (150 €) to further develop their digital skills and computational thinking (hereinafter, the "Prize")

NTT DATA EMEAL Foundation 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 Prize will be coordinated by the NTT DATA EMEAL foundation with the participants and/or their legal representatives and with schools/parents/legal guardians and with the coordinators of the local NTT DATA office if applicable. If the Winners are not contacted or they do not answer within 25 working days from the date of the Final, or if the Winner resigns or there is a breach of these Legal Terms and Conditions, the Prize will be forfeited.

The prize may be delivered at NTT DATA's offices or by sending the prize to the address indicated by the Winner. The courier company in charge of the delivery of the Prize will make two (2) attempts, if it is not possible to deliver the Prize after two attempts to the Winner/s, the Prize will be forfeited.

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

NTT DATA EMEAL Foundation shall not be liable for any material and technical incidents occurring after delivery or in connection with the Prize won. Under no circumstances will NTT DATA EMEAL Foundation be responsible for the winner's use of the Prize.

In addition, the most involved school or trainer will receive, if so determined by the Jury, recognition and/or a prize worth one hundred and fifty euros (€150) to enable their students to further develop their digital skills.

### **Seventh. Miscellaneous**

#### Intellectual Property Rights and Use of Image

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 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 photographs or videos, but grant NTT DATA EMEAL foundation:

- (i) a transfer of the rights to reproduce, distribute, publicly communicate and transform the Project, free of charge and without territorial limitation;
- (ii) where applicable, the transfer of the image rights of the persons appearing in the photograph or video for the limited use, free of charge and without territorial limitation, of the personal image of the said persons.

Both grants are made with the limitation that their use is limited to the following purposes: to evaluate the participation in the Competition and to inform and promote the Competition and/or the winning 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~~ through different channels of NTT DATA EMEAL Foundation (web, intranet, social networks, etc.) without limitation in time or territory. This authorization is given free of charge.

### Data Protection

In order to comply with the provisions of the European Data Protection Regulation 2016/679 (GDPR), the information about the treatment that NTT DATA EMEAL Foundation will make of the personal data of the participants is included in the Privacy Policy that is linked in the registration form for the Competition.

### Confidentiality

The NTT DATA EMEAL Foundation undertakes to maintain the confidentiality of those video games, animations, or projects that are not awarded prizes.

### Reservations and limitations

NTT DATA EMEAL Foundation reserves the right to cancel the participation/s that do not comply with any of the requirements of these legal bases, 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 final.

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 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 prize.

The Organization reserves the right to cancel or modify the current 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 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

NTT DATA EMEAL Foundation 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 Prize. Likewise, it accepts no responsibility for any possible loss, deterioration, theft or any other circumstance not attributable to the Organization that may affect the delivery of the Prize, as well as any direct or indirect damage to third parties.

NTT DATA EMEAL Foundation 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.

NTT DATA EMEAL Foundation 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.

NTT DATA EMEAL Foundation 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.

### **Eighth. Acceptance of the Rules**

Participation in the Competition implies the acceptance of these rules, without exception or conditions, as well as any decision taken by the NTT DATA EMEAL Foundation, the Evaluation Committee or the Jury.

### **Ninth. Applicable law and jurisdiction**

The Competition shall be governed by Spanish law.

Any controversy that may arise from the interpretation and application of these Terms and Conditions shall be expressly submitted to the courts and tribunals of the city of Madrid.