# **Terms & Conditions**

#### **Airbus - BMW Group Quantum Computing Challenge 2024**

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#### 1. Introduction

The Airbus – BMW Group Quantum Computing Challenge (ABQCC) is a challenge for participants worldwide to solve one or more of proposed problem statements by applying quantum computing techniques. Resonance Alliance Inc of 2967 Dundas St. W. #1258, Toronto, ON M6P 1Z2 (hereafter "Resonance" or "Challenge Host" or "Organizer") is offering a prize for the individuals and/or teams who are selected after proposing the most relevant solution to address one or more of the problem statements. Airbus and BMW have provided sponsorship of the ABQCC and Amazon Web Services ("AWS") are a supporting partner. Together, Resonance, Airbus, BMW Group and AWS are termed the "Hosting Parties".

By registering for the ABQCC, you should read and unconditionally agree to all terms and conditions. Furthermore, you accept any and all of the Organizer's decisions with regard to the Airbus BMW Quantum Computing Challenge as final and binding in all respects.

## Airbus - BMW Group Quantum Computing Challenge

Airbus – BMW Group Quantum Computing Challenge (hereafter the "Competition") is an international competition organized by Resonance, a company incorporated under Canadian law, with its headquarters in 2967 Dundas St. W. #1258, Toronto, ON M6P 1Z2.

#### 3. Who Can Participate?

The Airbus – BMW Group Quantum Computing Challenge is a worldwide competition open to anyone with the relevant expertise in the Quantum Computing field (post-graduate students, PhDs, academics, researchers, start-ups, companies, or professionals in the field).

Employees of Airbus, BMW Group, Resonance, or AWS, their agents and employees are **not** allowed to enter the Competition.

Students currently involved in an internship, apprenticeship or summer placement with the Hosting Parties are not eligible to take part in the Competition unless their contract ends before the end of the competition registration period and they notify the Organizer by email at <a href="mailto:hello@resonance.holdings">hello@resonance.holdings</a>.

Students or professionals who start working for the Hosting Parties, must withdraw from the Competition.

Immediate family members (immediate family members include: spouse; parents and grandparents; children and grandchildren; brothers and sisters; mother-in-law and father-in-law; brothers-in-law and sisters-in-law; daughters-in-law and sons-in-law; adopted, half, and step members are also included) of Hosting Parties employees are allowed to enter the Competition, but must declare, when requested, the name of said employee. Failure to do so will invalidate their registration, and will lead to disqualification from the Competition at this, or any later stage.

Any individual who registers for and participates in the Competition whether as an individual or as part of a team, cannot under any circumstances be considered as having a contractual employment relationship with the Hosting Parties, and their affiliates, and for the avoidance of all doubt, cannot be considered as a salaried employee.

Participation in the Challenge is free of charge.

### 4. Registration

Competition entrants (hereinafter referred to as the "Participants") wishing to participate must register their interest in the competition and communicate to the Challenge Host if they will participate as an individual, or as part of a team.

Participants who decide to participate as part of a team and register for more than one team will be disqualified. All individual members of the teams must have a valid e-mail address.

The Challenge Host reserves the right to check the validity of the registration information of any participant.

The Challenge Host also reserves the right to refuse participation, or to disqualify, at any time during the Competition, Participants (and their Teams) who have submitted incorrect or misleading information.

Participants (and their Teams) will have no recourse against disqualification decisions.

Exact deadlines will be provided on the competition website at <a href="https://www.gcc.thequantuminsider.com">www.gcc.thequantuminsider.com</a>.

### 5. Team Composition

There is no maximum number of team members, however, we recommend a team size of up to 10 members.

Participants are allowed to participate in different challenges, also in different team configuration. We encourage full transparency to ensure fairness to the other team members.

If you would like to participate in a team with more than 10 members, please send an email to hello@resonance.holdings to request authorization.

Each team must appoint a Primary Contact. The Primary Contact will be the main contact point for the Challenge Host, and emails sent to the email address provided by the Primary Contact will be considered delivered. Once a team has been registered, no modification in its composition will be allowed after the registration deadline, unless for specific reasons outlined below.

Team members wishing to cancel their participation must communicate this by email to the Challenge host at <a href="hello@resonance.holdings">hello@resonance.holdings</a>. Team members can be replaced, or new members added until the submission deadline. A team member cannot be replaced unless they have confirmed by email as above that they wish to step down first.

Decisions relating to team changes after the submission deadline are at the Challenge Host's discretion and will be reviewed by the competition coordination team.

### 6. Competition Stages

Participants are asked to consult the calendar published online on the challenge website at <a href="https://www.qcc.thequantuminsider.com">www.qcc.thequantuminsider.com</a> for the key dates.

#### 7. Competition Requirements and Evaluation

Each Participant or Team will be required to send their submissions in accordance with the requirements which will be provided in the form of the 'Submission Guideline' to be published on the challenge website at <a href="https://www.qcc.thequantuminsider.com">www.qcc.thequantuminsider.com</a>.

Submissions will be assessed by an assessment panel composed of Hosting Parties staff and Quantum Computing industrial and academic experts. The assessment panel's decision will be based on the criteria set out in the briefing pack / technical dossier for each Problem Statement and the experience of the panel members.

The decision of the panel shall be final and binding.

#### 8. Correspondence

All correspondence must be in English.

There will be an FAQ section on the Competition website, which will aim to cover many of the questions that Participants may have.

Any additional questions or comments concerning the Competition must be sent via email to hello@resonance.holdings.

However, no guarantee of an answer or an answer time may be given. Furthermore, the Challenge Organizer reserves the right not to answer the question if it is judged that an answer would give an unfair advantage to certain participants.

Participants who have received unofficial or content sensitive information relating to the Competition with the intent of allowing an unfair competitive advantage, from employees, interns, apprentices and trainees of any party involved with the Competition must immediately inform the Challenge host by emailing <a href="mailto:hello@resonance.holdings">hello@resonance.holdings</a>.

#### 9. Prizes

There will be five (5) winners of the ABQCC, one for each challenge. All winners will be awarded with prizes (EUR 30,000.00 per winner) during the dedicated Awards ceremony.

Organizers will make every effort to distribute prizes to winners internationally. However, due to operational constraints and the need to comply with international financial regulations, there may be restrictions in sending prize money to certain countries. These restrictions include, but are not limited to, countries such as North Korea, Russia, Iran, Syria, Cuba, Sudan, and Crimea. This list is subject to change in accordance with evolving global policies and organizational capacities. To ensure clarity and up-to-date information, participants are encouraged to contact the Organizer for the most current details on country-specific eligibility for prize distribution.

BMW Group and Airbus keep the right to continue discussions with the winners for potential future collaborations.

#### 10. Export Control

Participants must comply with all applicable export control laws and regulations governing the transfer of technology, technical data, and software. Participants are solely responsible for ensuring that their participation and any activities related to the challenge do not violate any export control laws or regulations. This includes obtaining any necessary licenses or approvals for the use, transfer, or export of controlled technology or technical data.

By participating in the challenge, Participants confirm that they understand and will comply with all applicable export control laws and regulations, and they agree to provide any requested documentation or information related to export control compliance.

The Challenge Organizer and its partners are not liable for any damages, penalties, or legal consequences arising from Participants' failure to comply with export control laws and regulations. Participants bear full responsibility for any consequences resulting from non-compliance.

### 11. Intellectual Property

#### **Background IP**

The Participants as well as the use case providers Airbus and BMW Group retain all rights, title, ownership and interest in intellectual property, data, content and other material which is used or made available in connection with this Challenge and which are available to or were developed by the introducing party prior to the start of this Challenge or which the introducing party develops independently from this Challenge (Background IP).

#### **Processed IP**

All materials (images, processed data) and related intellectual property rights resulting from processing Airbus and BMW Group proprietary data with the Participant's solution as part of this Challenge (processed IP) are owned by the Participant. Airbus and BMW Group, respectively, receive an exclusive, world-wide, royalty-free license to all intellectual property related to those materials, including the right of representation, reproduction, processing and the right of performance, without further compensation.

#### Licensing and Foreground IP

The Participants agree to provide Airbus and BMW Group and their affiliates a non-exclusive, five-year, world-wide, royalty-free license to all intellectual property developed during the Challenge, including the right of representation, reproduction, processing and the right of performance, as well as in all materials arising out of the participants' participation in the Challenge in any media and format throughout the world (together Foreground IP), without further compensation. Such license shall be transferable and shall include the right to sub-licence. After the initial five-year license period has concluded, a renegotiation of the terms between Participants/Teams and Airbus and BMW Group is possible.

#### **Audio-Visual Rights**

The Participants allow Airbus, BMW Group, and TQI to use, represent, display, reproduce Participant's trademarks, logos, signs, trade name and company name as well as photographing, and recording of Participant's images and words on any kind of medium and format, for any kind of internal and external communications Airbus, BMW Group, and TQI related to the Challenge throughout the world and without any additional remuneration. The respective Participant can revoke this authorization by e-mail to be sent to Airbus, BMW Group, and TQI under the respective email addresses provided on the Challenge website.

#### Acknowledgement

The Participants will provide Airbus, BMW Group, and TQI if reasonably possible with a copy of any publication upon request (e.g. journal, conference contributions etc.) that directly relates to the use cases

and their solutions generated in the Challenge. In addition, the Participants agree to acknowledge Airbus and BMW Group for their contribution in the above-mentioned materials.

#### **Usage of branding**

Prior to any use of Airbus, BMW Group, and TQI name, trademark, logo, images or any other similar material in any publication, permission must have been granted in writing. In such a case, Airbus, BMW Group, and TQI undertake to cooperate to allow the timely submission, examination, publication of any dissertation or thesis for a degree, which includes such material. If such a request is made and if within two months no response has been provided, such permission will be considered as having been withheld.

### 12. Privacy Policy

The Challenge Organizer collects your personal data as listed in the online registration forms on the challenge website and portal for the purpose of organizing the management of the participants in the Quantum Computing Challenge.

To comply with GDPR legislation, Resonance Alliance will handle Competition submissions on their behalf. Resonance Alliance, acting as Data Processor, will ensure that all personal data submitted during the Competition will be handled strictly within the GDPR guidelines.

In accordance with these current regulations, you have the right to access, correct, delete and object to the use of your personal data. You also have the right to give your prior consent for marketing and to object to it under the applicable regulations. You can ask for restriction of the use of your data.

Please use this email address <a href="hello@resonance.holdings">hello@resonance.holdings</a> to make your request or send it to Resonance's address.

The privacy policy detailing in full how we handle personal data in line with current regulations can be found at https://thequantuminsider.com/privacy-policy/.

### 13. Claims and Disputes

Any individual or team suspected of plagiarism will be investigated, and, if deemed appropriate by the Organizer, disqualified from the Competition.

Claims/disputes should be sent within one calendar month of the end of the Competition by email to Resonance at hello@resonance.holdings; please include 'Dispute' in the subject header.