



FUTURE LOGISTICS CHALLENGE

Terms & Conditions



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by:



Hermes

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Volkswagen Nutzfahrzeuge
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Essener Straße 89
22419 Hamburg

BETAHAUSX
betahaus GmbH
Rudi-Dutschke-Straße 23
10969 Berlin

Please read these rules carefully before entering the Future Logistics Challenge (“The Challenge”). By entering The Challenge, you agree to be bound by these terms and represent that you satisfy all of the eligibility requirements as set forth below.

The Challenge is held by Volkswagen AG (“VW Commercial Vehicles”), Hermes Europe GmbH and betahaus GmbH (“Organizer(s)”) and is open to all startup entrepreneurs (“Participant(s)”), of legal age, whether they be natural or legal persons, and whatever their nationality. There will be no territorial limitation to participate in The Challenge. Any local or international Startup may participate, subject to the eligibility terms set forth below.

Participant certifies and states that all data and information submitted to The Challenge is their own and not owned by a third party, as well as it is true, correct and accurate to the best of her/his knowledge.

The Challenge contestants must fully understand the Terms and Conditions. Further, they have to agree that all of their submissions may be used by the Organizers and for the public benefit.

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1. Eligibility

To be eligible to enter The Challenge, Participant must be at least 18 years old at the time of entry (and at the age of majority in the jurisdiction in which she/he resides, if older than 18)

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2. The Challenge process

Entry to The Challenge shall be by means of the timely submission of an application to betahausx.com/future-logistics-challenge.

No other means of entry shall be accepted. Submissions must be entered by 23 September 2019 at 23:59 CEST. Applications submitted after this time will not be considered.

The judging panel chosen by Organizers will then begin a process to select what they consider to be the best application from the eligible entries submitted. Criteria will include Business Case, Partner Fit, Implementation, Technology and Team. Organizers will select up to 10 startups to take part in The Challenge.

Organizers' decision regarding any aspect of The Challenge will be final and binding, and Organizer will be under no obligation to provide any reasons for said decisions. The recourse to the courts is excluded.

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3. Intellectual Property

Participants taking part in The Challenge declare that they have sufficient ownership of intellectual property rights (trademarks, etc), programmes and/or content included in their proposals, declaring through the acceptance of this terms that they do not infringe on any intellectual property right or any other rights that any third party may hold in Germany, the European Union, or abroad regarding the contents and exempting organizers of The Challenge from any liability regarding the use of the above-mentioned programs and/or content.

Specifically, and in relation to the content and images that Participants may make public during The Challenge, Participants guarantee and are liable to Organizers of The Challenge and third parties for the following aspects:

- That they are legitimate owners or holders of rights, granting organizers of The Challenge the license for their publication and, where appropriate, have obtained the necessary consent from third parties to do so.
- That they do not violate any applicable laws such as those relating to the right to privacy, image and/or honor, intellectual, industrial or similar property rights, or any right of a third party, either person or entity.
- That in the unlikely event that a Participant publishes personal details about another person during the course of the the Challenge, they shall have previously obtained the consent of the other person regarding the publication.

Participants will therefore be liable to Organizers of The Challenge for the accuracy of the details reported, ensuring that they are owned by them and not by any third party. Participants shall hold Organizers of The Challenge harmless from any demand or claim that, if applicable, could be made by third parties in relation to the above statements, and any legitimate right to the content that is published and/or provided to Organizers as part of The Challenge.

Participants are in any event solely liable for the consequences of damages or actions arising from the use of the content and/or programs included in their proposals, as well as their reproduction and diffusion.

Intellectual and/or industrial property rights for initiatives and projects submitted in The Challenge will belong exclusively to Participants who submitted them.

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4. Prize

The two most promising Participants (“Winners”) receive a prize money of 25.000€ each. Additionally, the Winners will get the chance to develop their solution into a feasible concept (“program”) with Volkswagen Commercial Vehicles and Hermes Europe GmbH with a project budget of up to 125.000€ each. The project budget may only be used for the implementation of the respective project and will not be paid out to the Winners. The decision making-power for the execution of the individual project steps lies with the Organizers. The Winners work on the 3-6 months program to deliver their solution to the partners Volkswagen Commercial Vehicles and Hermes Europe. If the Prize remains unclaimed by the winner for 10 days after the Organizers have contacted the winner via E-Mail, the Organizers are entitled to choose a different Winner and the previous winner will forfeit the Prize.

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5. The Challenge entries

Only one (1) entry per Participant is permitted. Organizers will not bear the responsibility for entries which get lost, damaged or delayed, as a result of - including but not limited to - any network, computer hardware or software failure of any kind. If it appears that a Participant submits more than one (1) entry, the Organizers may disqualify the Participant. Organizers may prohibit a Participant from taking part in The Challenge or winning a prize if, in their sole discretion, they determine that any relevant information the Participant has provided is inaccurate or that Participant is attempting to undermine the legitimate operation of The Challenge by cheating, hacking, deception or other unfair practices or the Participant has the intention to annoy, abuse, threaten or harass. No entries from agents, third parties, organised groups or entries automatically generated by computers will be accepted. Entries which are not in accordance with the entry instructions will be refused.

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6. Changes to The Challenge

Organizers will not be responsible if The Challenge cannot take place, or if any prize cannot be awarded or fulfilled, due to events outside of their control. If for any reason The Challenge is not capable of running as planned, including any circumstances which, in the Organizers' sole determination, corrupt or affect the administration, security, fairness, integrity or proper conduct of The Challenge, Organizers may cancel, modify, or suspend any part of The Challenge without liability to the Participants

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7. Liability

Organizers hereby exclude liability for any direct or indirect loss, claim, damage, expense or cost (howsoever caused, whether by negligence or otherwise) arising from or in connection with: The Challenge; or any prize. Organizers shall not be held liable for damages resulting from the operation of this agreement unless they are due to wilful intent or gross negligence of Volkswagen, its vicarious agent or legal representative. Volkswagen can be held liable for violation of life, body or health without limitation.

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8. General

If any provision of these terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions. Failure or delay by the Organizers us to enforce any of these terms shall not constitute a waiver. The laws of the Federal Republic of Germany shall apply.

The venue for the settlement of disputes shall be the court of competent jurisdiction in Berlin.

For any queries in respect of The Challenge, please contact: x@betahaus.de

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