



## Adaptive Power Challenge - Terms & Conditions

05.04.2018

### PREAMBLE

The Adaptive Power Challenge (hereinafter referred to as the “Adaptive Power Challenge” or the “Challenge”) is an innovation challenge with a difference. Being more than simply an ideas contest, we are creating a movement that empowers people to unlock their imagination, harness the power of digital communications and utilize the high-speed connectivity to solve some of broadband’s biggest energy challenges. The Adaptive Power Challenge is addressed primarily to entrepreneurs, start-ups and established companies, as well as all interested individuals that would like to submit projects intended to spur development of new solutions to energy challenges in the broadband industry.

### 1. DEFINITIONS

- 1.1. Participant: private individuals (with company registration), entrepreneurs; legal person or another entity having by law legal capacity to submit their project to the competition in the following two categories: Enterprise category (established businesses) and Breakthrough category (start-ups, universities and offices of science, college students over 18, labs, science centers). Enterprise category definition includes large companies with >250 employees and turnover > 50 million EUR and SME’s with <250 employees with turnover between 11-49million.
- 1.2. . Breakthrough category definition category includes start-ups (<50 employees and turnover of < 10 million EUR), universities and offices of science, college students (18+), labs, science centers.
- 1.3. In case that the participant is an employee of one of one of our vendors or a vendor itself and there is an agreement in place regarding the same subject matter or technology area, the agreement with Liberty Global, Comcast or SCTE will supersede these T&C’s
- 1.4. Solution: a project/concept submitted to the competition, ready for development or implementation.
- 1.5. Terms & Conditions (T&C): by participating in the Challenge the Participant agrees to all the Terms & Conditions contained herein.
- 1.6. Challenge Schedule: as published on the competition website [www.adaptivepowerchallenge.com](http://www.adaptivepowerchallenge.com). Changes to the Schedule do not translate into changes of the Terms & Conditions.
- 1.7. Application: each participant must properly complete the [application form](#) which is available on the competition website. Applications will be published on the website, if they meet the criteria and terms and conditions of the challenge.

## 2. ORGANIZERS AND DURATION OF THE CHALLENGE

- 2.1. The Adaptive Power Challenge is organized by SCTE•ISBE in partnership with Liberty Global and Comcast Corporation. Employees of the organizer, partners or sponsors are not eligible to submit entries to the Challenge.
- 2.2. The Challenge will be carried out in stages as explained in section 5 below, from April 09, to 23 October 2018, as per the Schedule, however, the Organizer has the right to extend the duration of the Challenge or cancel it in cases identified in section 3 through to section 8 below. The Organizer and partners shall publish and disseminate information about the Challenge in the following way:
  - a) via email communication sent out to the Organizer's subscribers who agreed to receive information about the challenge,
  - b) via social media accounts, press releases and partners of the competition.
- 2.3. Organizer: SCTE•ISBE (located at 140 Philips Road, Exton PA, 19341 USA) a professional association servicing the worldwide cable broadband community through standards, professional development, certification and information sharing.
- 2.4. Sponsor: Comcast, Liberty Global and SCTE•ISBE are hereby listed as official sponsors of the challenge.
- 2.5. Competition Commission: parties comprised of the organizers, sponsors, and other elected/appointed officials.
- 2.6. Judges: elected officials responsible for
  - a) voting on submissions captured via the website submission portal
  - b) identification of 6 finalists
  - c) ultimately the 2 winners
- 2.7. Experts: appointed subject matter experts whose role is to advise the judges on any matter that could aid in the decision making process.

## 3. RULES OF PARTICIPATION

- 3.1. We are looking for participants with a strong vision, a compelling idea and plan for development. You will also need to showcase how your business project has a positive impact and articulate how funding would help to take it to the next level. We are considering all stages of energy ideation, more comprehensive solutions are advantageous.
- 3.2. Non-waiver: The receipt by the Organizer or Sponsors (or the disclosure to the Organizer or Sponsors) of any idea does not imply the acceptance by the Organizer or Sponsors that any Intellectual Property Rights (IPR) held by the participant, nor waives any IPR potentially held and being developed by the Organizer or Sponsors with respect to the same idea or technology.
- 3.3. In order to participate in the Challenge, participants must submit their application addressing one of the three competition focus areas using the online Application form available on the website [www.adaptivepowerchallenge.com](http://www.adaptivepowerchallenge.com) within the timeline of the competition and accepting the competition general T&C.
- 3.4. In order to participate in the Adaptive Power Challenge, participants need to be 18 or older.
- 3.5. In order to participate in the Adaptive Power Challenge, participants need to properly complete all fields of the Application form available on the website [www.adaptivepowerchallenge.com](http://www.adaptivepowerchallenge.com), including:
  - a) acceptance of Rules,
  - b) voluntary entry of contact information (personal data / company data), in particular:
    - i. name of applicant;
    - ii. address of the registered office (city/country);
    - iii. Participant's contact email address and/or phone number.

- c) provide a general description of the Solution, technology used, business model and development plans,
  - d) confirm that data submitted in the Participant's Application form is true and correct.
- 3.6. In addition, by accepting the Terms & Conditions of the competition the Participant represents and confirms that they:
- a) are the owner of the submitted idea. The information that they are submitting is true and correct;
  - b) their Solution does not violate third party rights, particularly third-party copyright (economic and moral rights), trademark, patent, or any other intellectual property rights, and the Solution has not been produced as a result of the unethical competition act perpetrated by the Challenge Participant;
  - c) give consent to the Organizer to process their personal data for the purpose of the Challenge and to publish the Participant's full name on the Organizer's website, Facebook profile of the Challenge, and in the email communication;
  - d) give consent to the Organizer to use free of charge the Participant's image for the purpose of the Challenge in mass media communication with no territorial or temporal limitations;
  - e) give consent to the Challenge Organizer to disseminate information about the underlying concept of the Solution in mass media;
- 3.7. A failure to complete all fields of the Application form and to attach all required documents is deemed as a failure to complete all formal requirements of the Challenge and thus, prohibits Participants from participating in the Challenge.
- 3.8. The Challenge Organizer shall confirm the receipt of the Application form by email confirmation, sent to the email address indicated by the Participant.
- 3.9. Solutions submitted after the participation limit is exhausted shall not be reviewed by the Competition Commission and shall not be eligible to participate in the Challenge.
- 3.10. Participants can submit more solutions, as long as the project fits the entry criteria. Please note that only one project per applicant can move to the next stage, if selected by the Judges.
- 3.11. The Organizer reserves the right to verify whether the Participant meets the conditions in Section 5 Competition Rules to participate in the Challenge
- 3.12. If the Challenge fails to attract more than 10 applying Participants, the Organizer reserves the right to cancel the Challenge or to extend the duration of one of its stages.
- 3.13. The following persons are not allowed to participate:
- a) Individuals who have been convicted of committing intentional crime or a fiscal and/or criminal offence;
  - b) Individuals who violated competition laws or intellectual property laws while running their business;
  - c) Employees, individual contractors or associates working with either Organizer, Sponsors or organizations associated with the judging panel under civil law contracts throughout the duration of the Challenge;
  - d) Experts and or judges are excluded from submitting solutions to the challenge;
  - e) Consultants are not able to submit ideas obtained from work/projects gained under NDA arrangements.

#### **4. INTELLECTUAL PROPERTY**

By accepting these terms and conditions the Participant acknowledges that the Participant:

- 4.1 Is not violating any agreement or understanding with another party, including current or former employer.

4.2 Is aware that under the law of the United States and most foreign countries, the Participant may be able to protect his/her idea through application for patents, trademarks, copyrights or maintain his idea as a trade secret by protecting it from non-confidential disclosure.

4.3 Will not assert any copyright or other intellectual property right against the Organizer or the Sponsors for copying, disclosing, evaluating or otherwise using his idea in connection with the Challenge.

4.4 Is aware that the Organizer and Sponsors did not receive the Solution in confidence and its submission by you does not establish a confidential relationship between you and Organizer/Sponsors.

4.5 Is aware that Organizer and Sponsors are engaged in the development of ideas and business opportunities, and that the Solution, in whole or in part, may be already known to Organizer and Sponsors.

Organizer and Sponsors are under no obligation to use the idea or to hold it in confidence. Participant will not be compensated for ideas developed by Organizer or Sponsors independent of the idea submitted to the Challenge.

## **5. COMPETITION RULES**

The Adaptive Power Challenge consists of the following stages:

### ***STAGE 1: IDENTIFY ENERGY ISSUES***

The Adaptive Power Challenge is intended to spur development of new solutions to manage energy across broadband networks. The contest is produced under the auspices of the SCTE•ISBE Energy 2020 program and its partners. The Adaptive Power Challenge focuses on three areas that are integral to the delivery of cable telecommunications services, notably:

- Monitoring and Measurement - Monitor and measure power consumption to correlate energy usage with quality of service.
- Demand Response – Implement energy “peak shaving” and functionality that results in load shedding and improved efficiency.
- Supply and Control – Implement functionality to control consumption profiles and service quality dependent on energy supply.

### ***STAGE 2: COLLECT IDEAS***

Utilizing the Adaptive Power Challenge website, submitters provide necessary information regarding their idea.

### ***STAGE 3: SELECTION PHASE***

Entries will be evaluated by a panel of judges, who will select the top 6 finalists. The finalists will have the opportunity to pitch their solution in the final event on the 23rd of October.

### ***STAGE 4: CONCEPT PITCH***

- The top 6 applicants will have the opportunity to pitch their ideas at an industry event, during the Cable-Tec Expo in Atlanta. During the final event the 2 winners will be announced. The winning solutions will have an opportunity to test their solutions in 2019.
- After the completion of each stage, the List of Participants advancing to the next stage will be posted on the Organizer’s website, on the Challenge Facebook profile, and communicated to the Finalists via email.

- While assessing submitted Solutions at each stage of the Challenge, the Panel of Judges will follow the following criteria:
  - a) ease of implementation : time, resources and headcount needed to deploy proposed solution
  - b) scale of implementation : number of devices on the end-to-end cable network that the solution could impact
  - c) impact on energy efficiency : influence service delivery in order to attenuate energy consumption
  - d) novelty of the idea : unique proposal not already deployed in the current broadband network
  - e) affordability/economic feasibility: is the solution part of the open source community or require special license needs
- Should there be any breach of contract by the Challenge Participants, in particular Participants who:
  - a) copy the work of other Participants of the Challenge,
  - b) fail to meet the Challenge requirements defined in the Rules,
  - c) violate good practices or committing acts of unfair competition such as plagiarism or falsification of claims, the Organizer reserves the right to exclude any such Participant from the Challenge.
  - d) Travel: costs up to \$1000 will be provided for Finalists in the Breakthrough category only and cost allocated per team (if required). A maximum of 2 members per team will attend the pitch event to present to the Judging Panel in person. All other expenses not specifically mentioned herein are not included and are solely the Finalists' responsibility, including but not limited to, food/beverages, round-trip transportation between the winner's residence, airports, and hotels; travel insurance; laundry service; spa treatments; alcoholic beverages; telephone calls; merchandise; souvenirs; incidental expenses, parking and tips and gratuities. Airline carrier and hotel regulations and conditions apply. Finalists are responsible for obtaining all necessary travel documents, including valid passports, visas and travel insurance, and complying with all health or other government regulations.

## 6. AWARDS

- 6.1. There are two prizes available, one prize for the Enterprise category and one prize for the Breakthrough category. The two winners will receive \$10,000 each. The two winners could get the chance to test their solutions with the biggest cable providers in the world. This is an opportunity to use your innovation and expertise to create a breakthrough change to the energy usage of the cable industry.
- 6.2. The abovementioned values represent the gross amount, the payment of due tax is the responsibility of the winner, in accordance with applicable tax regulations.
- 6.3. It is prohibited to transfer the rights to the prize to a third party.
- 6.4. The prize may be spent exclusively for the development of the Solution within the scope of business activity.
- 6.5. In order to exercise the right to the prize, the Participant has to sign an agreement with the Organizer, setting out the Participant's obligation to spend the prize for the development of the Solution, to return the prize in case of spending it for a purpose other than the development of the Solution and the manner of the settlement of spending the prize.
- 6.6. In order to receive the prize, it is required to sign the prize receipt protocol.
- 6.7. In case the Winner does not collect the Prize or fails to comply with all the conditions of its receipt, the prize will remain at the exclusive disposal of the Organizer.

## **7. PERSONAL DATA**

- 7.1. Personal data is provided on a voluntary basis, however, it is necessary for participation in the Challenge. The organizers will use the personal data collected in order to contact the participants, inform them about the next stages of the competition and evaluate the applications.
- 7.2. Personal data of Challenge Participants will be processed only for the purpose of the challenge, based on the consent given by the Challenge Participants in their Application forms.
- 7.3. The Organizer shall serve as the controller and processor of personal data which is made available by the Challenge Participants.
- 7.4. Participants have the right to access their personal data and correct the content through contacting the organizers and making a specific change request.
- 7.5. The personal data collected:
  - i. name of the Participant;
  - ii. address of the registered office (city/country);
  - iii. contact email and phone number;
  - iv. profile picture (i.e. company logo, team picture, individual picture etc.).
- 7.6. The personal data will be stored for the term of the competition: 9th April – 23rd October 2018. Personal data from winning applicants will be stored for a longer period of time, to finalize the award and development phases.

## **8. JUDGES AND COMPETITION COMMISSION**

- 8.1. In order to ensure the proper organization and coordination of the Adaptive Power Challenge, in particular to evaluate whether Applications were properly submitted and to select among the proposed Solutions, SCTE•ISBE shall establish a Competition Commission and a Panel of Judges.
- 8.2. The Competition Commission shall be comprised of external experts and internal experts of SCTE•ISBE, the APSIS development team, CableLabs, Coppervale Enterprises, Pajaranto Technologies and Villanova University. The panel of judges are representatives of Liberty Global, Comcast, CableLabs, Rogers, Shaw, Cox Communications.
- 8.3. The Competition Commission shall have the following responsibilities:
  - evaluate Applications and Solutions;
  - make decisions on issues where doubts arise in connection with the Rules or the Adaptive Power Challenge;
  - contact Participants at each stage of the Adaptive Power Challenge in order to obtain additional explanation regarding their Solutions.
- 8.4. Decisions made by the Competition Commission are final and shall not be subject to appeal. The Competition Commission is not required to provide substantiation of their decisions.
- 8.5. The Competition Commission reserves the right to exclude applications from the competition that do not comply with the Terms & Conditions.
- 8.6. Decisions made by the Judges are final and shall not be subject to appeal. The Judges are not required to provide substantiation of their decisions.

- 8.7. Members of the Competition Commission and the Judges, including the Chairmen, are selected by the Organizer.
- 8.8. Members of the Competition Commission remain unchanged at each stage of the Adaptive Power Challenge.
- 8.9. Chairmen of the Competition Commission and the Judges also take part in the vote of the Commission and the Judges, respectively.
- 8.10. Chairmen of the Competition Commission and the Judges shall oversee the procedures of the Commission and the Judges and shall ensure compliance with the Rules is maintained at all times.
- 8.11. The Chairman of the Competition Commission and the Judges have the right to exclude any member of the Commission, Sponsor, Organizer or the Judges, respectively, from the vote, should a member have a conflict of interest . The decision made by the Chairman of the Competition Commission or the Judges is final and shall not be subject to appeal.
- 8.12. Any other decisions regarding the Competition Commission shall be made by the Chairman of the Commission whose decisions are final and shall not be subject to appeal.
- 8.13. The Organizer reserves the right to change the Chairman of the Competition Commission, Judges and members of the Commission and Judges without stating the reason for it.
- 8.14. Members of the Competition Commission and the Judges must not participate in the Challenge.

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**ENDS**

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