

THE EPO CODEFEST 2024 PARTICIPATION AGREEMENT

By registering for the EPO CodeFest 2024 You agree to the terms of this Participation Agreement, to the "[Terms and Conditions for EPO online service electronic infrastructure](#)", including the further terms and conditions referred to there, and to the terms and conditions of any of the EPO Patent Knowledge Products and Services used in connection with Your participation ("Rules of Competition"). The latter terms and conditions can be accessed as stated below:

- [Terms and Conditions for patent information products](#);
- [Terms and Conditions for bulk data sets](#);
- [Terms and Conditions for Open Patent Services](#);
- Terms and Conditions for the Technology Intelligence Platform: Included in the platform.

1. SPONSOR AND EVENT TIMELINE:

The "EPO CodeFest 2024" ("Event", "CodeFest"), is a coding contest, lasting multiple weeks.

The sponsor of the EPO CodeFest 2024 is the European Patent Organisation, which has its seat at Bob-van-Benthem-Platz 1, D-80469 Munich, Germany, acting through the European Patent Office ("EPO", "Sponsor").

The timeline for the CodeFest is as follows:

- From 2 July 2024 to 08 August 2024, 23.59 hrs CEST: The Event is open for registration of participants and the submission of Proposals for Solutions;
- From 9 August 2024 to 22 August 2024: Selection by the jury of the best Proposals for Solutions;
- 23 August 2024: communication to the participants whether their Proposals for Solutions have been selected;
- 23 October 2024 at 23.59 hrs CET: Deadline for submission by the selected participants of their Solutions;
- From 24 October 2024 to 15 November 2024 evaluation of submitted Solutions by the jury including presentation by the best participants of their Solution to the jury;
- 18 November 2024: Announcement of finalists;
- First week of December 2024: Prize ceremony.

2. PARTICIPATION:

You may participate in the Event alone or as a part of a team. Teams may consist of up to five individuals. **Please note that each member of a team must sign up individually for the Event.** When signing up for the Event, You must provide the following personal details in the foreseen fields: First name, last name, gender, country of residence, nationality, organisation/affiliation and email address. You declare that the information provided is correct. If You are a member of a team, You must also provide the name of Your team for the purpose of identifying all members of a team and your role in the team. The chosen team name is, especially with regards to the infringement of third-party rights, the sole responsibility of You and Your team. You may not participate in more than one team. Each team is solely responsible for its own cooperation and teamwork. The Sponsor will not officiate any dispute between team members regarding their conduct, participation, cooperation, contribution, prize sharing or intellectual property ownership.

By registering for participation, You declare that the terms and conditions for Your participation as per the Rules of Competition are in compliance with any employment or other contract to which You are a party, including on issues such as, but not limited to, eligibility to participate, intellectual property and acceptance of prizes and that You participate in a personal capacity, not as a representative of another person or entity.

3. ELIGIBILITY:

In order to be eligible to participate in the Event You must fulfil the following criteria:

- be a natural person, not a legal entity;
- be at least 18 years old;
- be a resident of an [EPC Member State](#).

By registering for the 2024 EPO CodeFest, You declare that you fulfil these criteria.

All members of a team must meet the above eligibility criteria. If any member of a team is ineligible or otherwise fails to comply with the Rules of Competition, the team as a whole may be disqualified at the Sponsor's sole discretion.

Individuals involved in the preparation of materials for and administration, organisation and/or execution of the Event, including members of the jury and the immediate family members (defined as parents, children, siblings and spouses, including step and foster relations), regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of such individuals are not eligible to participate in the Event.

4. EVENT OBJECTIVE:

In the last years, there has been a rapid rise in the use of generative AI in the handling, interpretation, and analysis of data, leading to a transformative impact on how humans derive value from data.

The EPO CodeFest 2024 seeks to leverage state-of-the-art technologies in order to democratise access to patent intelligence. Through the use of generative AI applied to patent data, patent intelligence's outreach will be enlarged and its impact maximised.

The CodeFest challenge on generative AI calls upon your talents and brilliant mind to develop a generative AI application that transforms how users access, interpret, and leverage patent data to foster innovation, uncover hidden opportunities, and streamline decision-making processes.

Using generative artificial intelligence to derive new insights from patent data offers significant benefits, namely enhancing the capacity to innovate and to support strategic decision-making. Your contribution will enrich the utility of patent data and accelerate the application of new technologies.

5. PROPOSALS FOR SOLVING THE CODEFEST CHALLENGE:

Participants, be they individuals or a team, may submit only one proposal for solving the CodeFest challenge ("Proposal for Solution"). All Proposals for Solutions must include an explanation of the intended approach and indicate the intended data selection, the possible model implementation and the model evaluation.

The Proposals for Solution will be evaluated by an independent jury, consisting of staff members of the European Patent Office. Participants will be informed about the outcome of the jury's evaluations.

6. SUBMISSION OF SOLUTIONS TO THE CODEFEST CHALLENGE:

Participants, be they individuals or a team, may submit only one solution to the CodeFest challenge ("Solution"). The submitted Solution must be based on the chosen Proposal for Solution.

Submissions of Solutions ("Submissions") must include the commented source code, together with all other collateral material as well as tools (including those used to generate and compile the source code) of the software in its most comprehensive form, free of all charges to the EPO, and also in machine-readable form. Subject to these Rules of Competition, any coding languages or open-source libraries may be used.

Submissions must include a document explaining the approach and how Your Solution fulfils the evaluation criteria stated in Section 9 of this Participation Agreement.

Further instructions on Submissions will be issued in due course to the participants, whose proposals have been selected.

Provided that You accept the applicable terms and conditions, You may use for Your Solution the following EPO Patent Knowledge Products and Services at no cost during the CodeFest:

1. Technology Intelligence Platform (as beta testers).
2. Bulk Data Distribution Services Platform (BDDS).
3. Worldwide Bibliographic Patent Data (DOCDB).
4. Worldwide Legal Event Data (INPADOC).
5. EP Patent Documents (EP Fulltext).

6. Open Patent Services (OPS).

Please note that only participants, whose proposals have been selected, will be granted access to the above mentioned resources.

Submissions must be in English. Solutions may be subject to a code review by the EPO. Submissions must be completed and submitted by 23 October 2024 at 23.59 hrs CET. Late Submissions may be disregarded.

Your Submission must:

1. comply with the Rules of Competition and, if used, with the terms and conditions of the EPO Patent Knowledge Products and Services listed in Section 6;
2. disclose the organisation that is Your employer and any other organisation that You are affiliated with (such as a college or university);
3. comply with all terms and conditions of any software, services or other material used for Your Submission;
4. not infringe in any way the intellectual property rights of others, including the rights of the EPO;
5. not contain any malicious, corrupt or damaged code or backdoors;
6. not contain, depict or refer to any unlawful, illegal, fraudulent, harassing, threatening, offensive or other harmful or unsolicited content, (all as determined by the Sponsor at its sole discretion);
7. not contain, depict or refer to any content which disparages or refers negatively to the Event or the Sponsor or any other person or entity, (all as determined by the Sponsor at its sole discretion);
8. not contain any content that violates any law or any third party's rights (including data protection and privacy, personality and intellectual property rights); and
9. include freshly developed code, meaning that the code portion included in the main source code repository must have been developed during the time period from 23 August 2024 to 23 October 2024 and that all existing dependent libraries, including open-source software, are available free of charge to all participants and the EPO.

7. CONFIDENTIALITY, COMMUNICATIONS:

You may not issue any statement to third parties, in particular to the press or other media, concerning the details of or any information obtained during the Event or from the EPO, unless such information has come into the public domain other than through unauthorised disclosure. You may make public or refer in public to Your participation in the Event and to your Solution, but when doing so, You shall expressly acknowledge that the EPO was the sponsor of the Event, respectively that Your Solution was developed as part of the Event. In this respect no use of the EPO's logo is permitted. At its sole discretion, the EPO may request You to delete such acknowledgement, in which case You shall then delete it without undue delay.

8. INTELLECTUAL PROPERTY RIGHTS:

By participating in the Event, you will receive access to certain proprietary information, software, APIs and/or other copyrighted materials, including pictorial, audio, video and/or audio-visual content ("Material") owned by the Sponsor or its licensors. You must comply with all license terms associated with such Sponsor Material, including any payment terms or other license terms that could apply for continued use of the Technology.

As a condition for Your participation in the Code Challenge, you hereby grant the EPO a royalty-free, indefinite, transferable, non-exclusive, world-wide right to use Your Submission in whole or in part for any purpose. The EPO's rights shall include the absolute right to develop, modify or have modified Your Submission and any part thereof, to copy it and to store and use it on any infrastructure that the EPO may choose and to sell, license or distribute it on whichever terms the EPO sees fit to any other organisation, entity, legal or natural person, anywhere in the world independently of whether they have commercial purposes or not.

You equally grant the EPO the right to refer to your participation in the Code Challenge for promotional opportunities, including in promotional activities, public announcements, social media and media events without further notification, permission or compensation.

9. JURY:

An independent jury will evaluate each Proposal for Solution and each Submission using a combination of evaluation criteria as described in this section. Notwithstanding the foregoing, the jury and the EPO may at their discretion reject any Submission that does not satisfy the objective of the Event. Any such decision is final

and not subject to challenge and will be communicated to You / Your team.

Each Proposal for Solution and Submission will be evaluated on:

- completeness and transferability;
- effectiveness and efficiency;
- design and usability;
- creativity and innovation.

The jury composition will be published on the Event Website.

10. WINNER ANNOUNCEMENT AND VERIFICATION:

The finalists will be announced on 18 November 2024. Your and Your team's compliance with the Rules of Competition before awarding a Prize, including, but not limited to engaging a third-party vendor to evaluate the software code and/or requiring You / Your team to provide evidence that third-party material was used in compliance with the Rules of Competition. You understand and acknowledge that, even though You / Your team may be announced as a winner, if Your or Your team's compliance with the Rules of Competitions cannot be verified to the satisfaction of the Sponsor, the Sponsor may select an alternate winner. If You / Your team is chosen as a winner, You may be asked to sign additional agreements related to prizes, taxes or similar, as determined by the Sponsor.

11. CODEFEST PRIZE:

The Prizes of the challenge will be:

EUR 20 000 (1st prize)
EUR 10 000 (2nd prize)
EUR 5 000 (3rd prize)

Each prize will be accompanied by a trophy.

12. PRIZE CONDITIONS:

All taxes and other expenses, costs or fees associated with the acceptance and/or use of any Prize are the sole responsibility of winner. Prizes cannot be transferred or substituted. If a Prize is unclaimed within three months after notification from the Sponsor, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible Submissions at the Sponsor's sole discretion.

13. DISQUALIFICATIONS:

A Submission may be disqualified if the Sponsor has reason to believe, at the Sponsor's sole discretion, that the Submission does not comply with the Rules of Competition.

You and/or Your team may be disqualified for any of the following reasons, with or without warning, at the Sponsor's sole discretion: (i) verbal abuse of another participant or Event staff; (ii) harassment of or other inappropriate behaviour towards or harming of another participant or Event staff; (iii) breach of the Rules of Competition or any other agreement entered into in connection with the Event; (iv) disturbing, disrupting or otherwise violating the spirit of the Event or (v) compromising or attempting to compromise the integrity or the legitimate operation of the Event for example through actions such as cheating, hacking, creating a malicious bot or other automated program or by committing fraud in any way.

If, during the Event, any Event staff has reason to believe that Your health is in danger, You may be required to discontinue your participation in the Event and be asked to seek immediate medical assistance.

All disqualification decisions are final and not subject to challenge.

14. STREAMING, FILMING AND PHOTOS:

The Event will be streamed, photographed and filmed by the Sponsor or its contractors. That means videos

and/or photos showing Your picture, possibly together with Your name, surname and nationality, may be broadcasted, displayed, reproduced, edited, exhibited, used and distributed by the Sponsor via the Internet, on its webpages and/or social media accounts for promotional and advertising purposes. You may opt out of being photographed and/or filmed by informing Event staff upon check-in at the Event that you do not wish to be photographed or filmed. In the absence of such opt out, You consent to the above described use of Your picture and data.

15. PERSONAL DATA:

All personal data processed by the Sponsor for the purposes of organising and managing this Event shall be in accordance with the EPO Data Protection Rules ([DPR](#)).

You have the right to access, rectify and receive your personal data, not to be subject to a decision based solely on automated processing, to have your data erased and to restrict and/or object to the processing of your data (Articles 18 to 24 DPR).

For more information on the processing of your personal data for this Event and how to exercise your rights as a data subject, please consult the dedicated data protection statement.

16. CANCELLATION, MODIFICATION, SUSPENSION:

The EPO reserves the right to cancel, modify or suspend the Event or any element thereof without notice in any manner and for any reason. This includes the right to modify the Rules of Competition. In the event of cancellation, modification or suspension, the EPO reserves the right to select winners in a random drawing from among all eligible Submissions received prior to the time of the circumstances warranting such cancellation, modification or suspension.

17. LIABILITY

You are liable to compensate the EPO in accordance with the statutory provisions of the applicable law as per the "Terms and Conditions for EPO online service electronic infrastructure" for all damage or expenses the EPO incurs as a result of Your culpable breach of Your contractual obligations.

Neither the EPO, nor its employees, statutory representatives or auxiliary persons shall have any liability for any damages caused by You as a consequence of or during the implementation of Your activities related to the Event. The EPO is liable only for damage caused to You by an intentional or grossly negligent breach of duty by it, its employees, statutory representatives or auxiliary persons. Where a claim for damages against the EPO is based on simple negligence on the part of the EPO (including the persons listed above), it is liable only for death, personal injury or damage to health.