2023 CODE CHALLENGE ON GREEN PLASTICS
PARTICIPATION AGREEMENT

By hitting submit, you are electronically signing up and agreeing to the terms of this Participation Agreement ("Participation Agreement").

SPONSOR AND EVENT OUTLINE:
The sponsor of the event 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.

The **"Code Challenge on green plastics"** is a coding contest, lasting multiple weeks, as part of the **"CodeFest on Green Plastics"**. The code challenge will start on 15 September 2022, 12.00 hrs CEST, and end on 15 January 2023, 23.59 hrs CET ("Event"), followed by an online award ceremony on 23 February 2023, 14.00 hrs CET, organised and sponsored by the European Patent Organisation ("EPO", "Sponsor", "we", "us"). Teams can sign up to the code challenge from 15 September 2022, 12.00 hrs CEST, until 31 October 2022, 23.59 hrs CEST.

TEAMS:
Teams can have from one up to five individuals. When signing up to the event, you must provide your personal data (indicated in the last section of this agreement), and if you are a member of a team, you must provide the name of your team (for the purpose of identifying all members of your team). The chosen team name is, especially with regards to the infringement of third-party Intellectual Property rights, the sole responsibility of the team and its members. Every participant must sign up and agree to the terms of this participation agreement individually. All members of your team must meet the eligibility criteria contained in this Participation Agreement. If any member of your team is ineligible or otherwise fails to comply with this Participation Agreement, the team as a whole may be disqualified at the Sponsor's sole discretion. Each team is solely responsible for its own cooperation and teamwork. The Sponsor will not officiate any dispute between members regarding their conduct, participation, cooperation, contribution, prize sharing or intellectual property ownership.

ELIGIBILITY:
Participants of the code challenge must be at least 18 years old.
THIS CONTEST IS VOID TO RESIDENTS OUTSIDE THE EPC MEMBER STATES. In addition, employees of: (i) the EPO Data Science team, (ii) EPO external contractors involved in Data Science team activities, (iii) individuals and entities involved in the preparation of materials for and administration, organisation and/or execution of this event and/or this code challenge, including members of the jury and (iv) 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 the individuals and entities under (iii) are not eligible to participate in the Event. Prior to registering for the Event, each participant, whether individually or as part of a team, must ensure that they are in compliance with any employment or other contract to which they are a party on issues such as, but not limited to, eligibility to participate, intellectual property and acceptance of prizes.

EVENT OBJECTIVE:
The *CodeFest on Green Plastics* raises awareness of innovation in green plastic, which is crucial for a healthy ecosystem, a driver of the transition to a circular economy for plastics and relevant to UN SDG12, responsible consumption and production.

There has been a rapid rise in innovation in plastics that are easier to recycle, and in recycling technologies, as reflected by a rapid growth of patenting activity in these fields according to the "Patents for tomorrow's Plastics" (2021).

The study shows that the EU and the US lead innovation in plastic recycling and alternative plastics globally. There is infinite potential to turn pioneering research into inventions and to bring them to the market.

The **Code Challenge on green plastics event** calls upon your talents and brilliant mind to develop creative and reliable AI models to automate the identification of patents related to green plastics, giving researchers and investors easier access to the most recent and relevant patent literature on green plastics. With your contribution, researchers will be up to date on innovation and take the next steps to save the planet.

The CodeFest period consists of the following phases:

- proposal for solving the code challenge from 15 September 2022 at 12.00 hrs CEST to 31 October 2023 at 23.59 hrs CET
- evaluation of proposals by the jury and communication of the outcome to the teams from 1 November 2022 to 14 November 2022
- code challenge and time for submitting solutions from 15 November 2022 at 12.00 hrs CET to 15 January 2023 at 23.59 hrs CET
- evaluation of submissions by the jury from 16 January 2023 to 3 February 2023 at 23.59 hrs CET
- announcement of finalists on 6 February 2023
- award ceremony on 23 February 2023 from 14.00 to 16.00 hrs CET

PROPOSALS FOR SOLVING THE CODE CHALLENGE:
Your team's proposal to solve the code challenge will be referred to herein as your team's "Proposal for solving the code challenge". Proposals for solving the code challenge must include an explanation of the intended approach and indicate the intended data selection, the possible model implementation and the model evaluation.

The proposals will be evaluated by an independent jury. Your team will be given access to our EP full-text dataset and to Open Patent Services (OPS) to proceed with the coding and prepare the submission.

SUBMISSION OF SOLUTIONS TO THE CODE CHALLENGE:
Your team's code challenge solution and any other materials submitted in connection with the solution to the code challenge will be referred to herein as your team's "Submission of solution to the code challenge" or "the Submission".

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, and a presentation explaining the approach and how your solution fulfils the evaluation criteria:

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

Instructions will be provided on how to submit your project and/or check in the code for your prototype.

Submissions must be in English. You may participate on only one team, and each team can submit only one submission. Winning teams may be subject to a code review at some point following the event or immediately before the winners are announced. Your team must complete its code challenge solution before the end of the coding period ending on 15 January 2023 at 23.59 hrs CET.

You acknowledge and understand that the Sponsor may use your Submission for promotional opportunities, including in promotional activities, public announcements, social media and media events, specifically as it relates to your participation in the CodeFest on Green Plastics, without further notification, permission or compensation.

You affirm that you own or have valid license rights or permission to use any Technology (as defined below) included in your Submission.

CONFIDENTIALITY:
The teams or participants shall not issue any statement to third parties, in particular to the press or other media, concerning the details of or any information obtained at the Event or from the EPO, unless such information has come into the public domain other than through unauthorised disclosure.

INTELLECTUAL PROPERTY:
Participants own the rights to the Submission they create during the code challenge, subject to any rights owned by third parties and your employer and license terms of the underlying Technology used in the

Submission. Your team may create a prototype using data and/or APIs or other copyrightable material owned by third parties. This could mean that you or a team member uses Technology owned or licensed by a third party. "Technology" means, without limitation, content (including pictorial, audio and audio-visual content), code, specifications, technical information, algorithms, images, design, art, music, graphics, SFX, data and any other information or materials protected by any Intellectual Property right. You and your team must abide by the terms of any licenses associated with any third-party Technology used as part of your Submission, including any payment terms or other license terms that could apply for continued use of the Technology.

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.

Your team will be disqualified if the Sponsor has any reason to believe that your team or one team member has violated the terms of the two previous paragraphs. If such violation took place, you indemnify the EPO against any claims of damages related to the infringement of third-party rights. You should consult with appropriate advisors or legal counsels if you have any doubt as to whether you meet the requirements of those paragraphs. Your team may bring to the Event any pre-developed or licensed Technology that you plan to use in connection with your prototype, provided that such Technology meets the requirements of these paragraphs.

As a condition of entry, you grant the Sponsor a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, publicly perform, publicly display or publish any Submission in whole or in part that is submitted to this Event, for the purpose of allowing the Sponsor to use the entry for purposes of this Event or the promotion of other events carried out by the Sponsor, including to test and evaluate the entry, to administer the technical and other requirements of the Event and for Prize award, verification and fulfilment.

The EPO shall have the right to develop, modify or have modified the submitted software and to license or distribute such software to any other organisation, entity or legal or natural person anywhere in the world, on whatever terms the EPO sees fit, provided that the recipient shall not have any sub-licensing rights in the absence of an agreement with you. The EPO shall thereby acquire a non-exclusive, worldwide, perpetual and irrevocable license with respect to the software and software components.

JURY:
An independent jury will evaluate each Proposal and each Submission using a combination of evaluation criteria as described in this section. Notwithstanding the foregoing, the jury and the EPO may reject any Submission that does not satisfy the objective of the Event at the Sponsor's discretion. Any such decision is final and not subject to appeal and will be communicated to you or the team.

Each Submission will be evaluated on:

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

The jury composition will be available on the Event Website.

WINNER ANNOUNCEMENT AND VERIFICATION:
Potential winners will be announced shortly after the jury rounds on 7 February 2023 via email. The Sponsor may take any actions necessary to verify a team's compliance with this Participation Agreement before awarding a Prize, including, without limitation, engaging a third-party vendor to evaluate the prototype software code and/or requiring a team to provide evidence of permission to use certain third-party materials. You understand and acknowledge that, even though your team may be announced as a winner, if your individual compliance or your team's compliance with this Participation Agreement cannot be verified to the satisfaction of the Sponsor, the Sponsor will select an alternate winner. If you or 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.

CODEFEST PRIZE:

The Prizes of the challenge will be:

EUR 20 000 (1st prize)

EUR 15 000 (2nd prize)

EUR 10 000 (3rd prize)

Each prize will be accompanied by a trophy.

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 winners. Prizes cannot be transferred or substituted by winners. 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.

YOUR SUBMISSION:
Your Submission must:

1. adhere to the terms of this Participation Agreement and the rules stated at the beginning of the Event
2. disclose the organisation that is your employer or any other organisation that you are affiliated with (such as a college or university), if any
3. not breach the terms and conditions of any embedded software or services used by your Submission, including EPO's OPS
4. not contain any malicious code or backdoors
5. not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by the Sponsor at its sole discretion)
6. not contain, depict or refer to any content which disparages or refers negatively to a Sponsor, the Event or any other person or entity (all as determined by the Sponsor at its sole discretion) and
7. not contain any content that violates any law or any third party's rights (including data protection and privacy, personality and intellectual property rights)

In addition, the following conditions apply to each Submission:

8. All code developed as part of the CodeFest on Green Plastics must be fresh, meaning that the portion that is included in the main source code repository has been developed during the time period for this Contest (from 15 September 2022 at 12.00 hrs CEST through 15 January 2023 at 11.59 hrs CET) and that all existing dependent libraries, including open source projects, are equally available to all participants at the start of the Fest.
9. You may use any coding languages or open-source libraries.

DISQUALIFICATIONS:
Your team's Submission may be disqualified if the Sponsor has reason to believe, at the Sponsor's sole discretion, that your Submission (a) contains any element that is malicious, corrupt, damaged, incomplete, inappropriate or offensive; (b) violates the terms of use of any social media service, website, mobile application or other platform used in connection with your Submission; (c) infringes any third-party Intellectual Property rights; (d) violates any applicable law; or (e) violates or does not comply with any section of this Participation Agreement.

You and/or your entire team may be disqualified for any of the following actions, with or without warning, at the Sponsor's sole discretion: (i) verbal abuse of another participant or Event staff; (ii) inappropriate touching or harming of another participant or Event staff; (iii) breach of this Participant Agreement or any other agreement entered into in connection with the Event; (iv) violation of or non-compliance with any section of this

Participation Agreement; (v) if any of your team members fail to submit a properly executed Participation Agreement; or (vi) violating the spirit of the Event. If the Sponsor has reason to believe that you or your team has compromised the integrity or the legitimate operation of this Event or has attempted to compromise the integrity or the legitimate operation of this Event, including, without limitation, by cheating, hacking or 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. Your teammates, if any, may continue participating in the Event if they so choose.

All disqualification decisions are final and not subject to appeal.

CONDUCT:
Participants shall not engage in behaviour that is considered harassment or otherwise deemed unacceptable by the Sponsor at any time during the CodeFest and any related activities, events or contests. For the purpose of this Participation Agreement, harassment includes offensive verbal or written comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality or religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording without reasonable consent, sustained disruption of talks or other events, inappropriate physical contact and unwelcome sexual attention.

Participants requested to stop any unacceptable behaviour are expected to comply immediately. The Sponsor reserves the right to disqualify or otherwise bar from participation in the Contest any Participant who does not comply with the terms of this paragraph.

STREAMING, VIDEOTAPING AND STILL PHOTOGRAPHY:
This Event will be streamed, photographed and videotaped by the Sponsor or its contractors. That means videos and/or photos showing you as a person may be filmed/photographed by and/or for the Sponsor and, possibly together with your name, surname and nationality, may be broadcasted, displayed, reproduced, edited, exhibited, used and distributed by the Sponsor over the Internet on its webpages and/or social media accounts (e.g. Twitter and LinkedIn), for promotional and advertising purposes. You may opt out of being photographed and/or videotaped by informing Event staff upon check-in at the Event that you do not wish to be photographed or videotaped.

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.

ADDITIONAL TERMS:
The failure of the Sponsor to comply with any provision of this Participation Agreement due to a hurricane, war, fire, rioting, an earthquake, terrorism, an act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or any other "force majeure" event will not be considered a breach of this Participation Agreement. The Sponsor does not assume responsibility for any injury or damage to your or any other person's computer relating to or resulting from downloading materials or software in connection with the Event. The Sponsor is not responsible for telecommunications, network, electronic, technical or computer failures of any kind; for inaccurate transcription of Submission information; or for any human or electronic error. The Sponsor reserves the right to cancel, modify or suspend the Event or any element thereof (including, without limitation, this Participation Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Participation Agreement). In the event of cancellation, modification or suspension, the Sponsor reserves the right to select winners in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification or suspension.

The Participants are liable to compensate the EPO in accordance with the statutory provisions for all damage or expenses it incurs as a result of a culpable breach by a Participant of their contractual obligations.

The EPO is liable only for damage caused to the Participants by an intentional or grossly negligent breach of duty by its employees, statutory representatives or auxiliary persons employed to perform duties under the Contract. 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:

(a) death, personal injury or damage to health or,
(b) where the duty breached is an essential contractual obligation on compliance on which the Participants are usually and legitimately entitled to rely as a precondition for due performance of the Agreement, foreseeable damage typical of such agreements.

I declare that I am at least eighteen (18) years old and certify that I am eligible, as described in the Eligibility Section of this Participation Agreement, to participate in the code challenge.