Terms and conditions

European GROUNDBREAKERS Challenge

1. Scope; Organiser; Subject matter and objective of the European GROUNDBREAKERS Challenge

- 1.1 These terms and conditions govern the conditions under which participants may take part in the European GROUNDBREAKERS Challenge, as well as the rights and obligations of the participants. By participating in the European GROUNDBREAKERS Challenge, participants accept these terms and conditions.
- 1.2 The Organiser of the European GROUNDBREAKERS Challenge is the Hochschule für Technik Stuttgart (Stuttgart University of Applied Sciences), Schellingstraße 24, 70174 Stuttgart, <u>challenge@groundbreakers.io</u> (hereinafter referred to as the **"Organiser"**).
- 1.3 The European GROUNDBREAKERS Challenge is a competition that recognises innovative nature-based solutions in the construction and real estate sector for Stuttgart. The Challenge includes financial support and advisory assistance from the Organiser for the winning team in implementing the winning project until the International Building Exhibition 2027 (IBA'27). Further information about the Challenge is available at groundbreakers.io/european-challenge.

2. Eligibility; barriers to participation

- 2.1 The Challenge is primarily aimed at start-ups and young entrepreneurs. Eligible to participate are natural persons of legal age and legal entities (hereinafter referred to as "participants") who have developed a business model based on technology that meets at least Technology Readiness Level (TR) 6. The solutions submitted (hereinafter also referred to as "proposals" or "entries") may only have been tested to a limited extent or not yet tested in practice.
- 2.2 Only participants based in a member state of the European Union, Switzerland, the United Kingdom, Norway or Israel are eligible to participate. However, there is no legal entitlement to participate in the challenge.
- 2.3 Participants must provide complete and truthful information in the registration form and in all related declarations. In the case of participation by legal entities, an authorised representative must also be named as the project manager. This person is authorised to make and receive declarations on behalf of the legal entity concerned. The Organiser must be notified immediately of any significant changes in circumstances, in particular those affecting the purpose and implementation of the Challenge.
- 2.4 Employees of the Organiser who are directly or indirectly involved in the European GROUNDBREAKERS Challenge are excluded from participating in the Challenge. Persons or service providers who are actively involved in the organisation of the Challenge are also excluded. Furthermore, members or advisors of the Jury are not eligible to participate in the Challenge. The decision on eligibility is at the discretion of the Organiser and may be rejected with sufficient justification.

3. Submission of proposals

- 3.1 Participants may submit their proposals between 12:00 noon (CEST) on 15 July 2025 and 12:00 noon (CEST) on 30 September 2025 using the online form provided at groundbreakers.io/european-challenge. The Organiser reserves the right to extend the above submission deadline. Submissions received outside the period (as extended in accordance with the above sentence, if applicable) will not be considered. Participants may only submit one proposal. Multiple submissions by the same natural or legal person are not permitted.
- 3.2 The proposals must be presented in a comprehensible manner in the submission form. Explanatory texts and image files may also be uploaded. Contributions in text and image form that clearly and comprehensively describe the intended application are permitted. A specific reference to a particular location in Stuttgart is not required.
- 3.3 Section 6 remains unaffected.

4. Selection process; composition of the jury; prize money

- 4.1 Submitted entries will be pre-selected by the Organiser and, if applicable, by external experts.
- 4.2 The jury meeting is scheduled for 5 November 2025. The Organiser will announce the exact date of the jury meeting on its website in good time. The jury will be composed of experts from the fields of science, business, city administration, architecture/planning and (building) ecology.
- 4.3 The jury's evaluation will be based on the texts, images/graphics and other documents uploaded by the participants to the online platform. In addition, the Organiser reserves the right to request further documents or information on the entries in individual cases during the selection process.
- 4.4 The jury will evaluate the entries preselected in accordance with section 4.1 and select up to 10 proposed solutions from these, which will be presented at the award ceremony in accordance with section 5.2. The jury will also select one entry that will be awarded the competition prize in accordance with section 4.5 (hereinafter referred to as the "winning project" or "winning team").
- 4.5 The prize money for the Challenge is €100,000 (gross) and represents a budget that the Organiser will make available for the implementation of the winning project until the International Building Exhibition 2027 (IBA'27). The prize money will not be paid out in cash to the winning team. The winning project will be implemented by the Organiser at its own expense, for example by commissioning the services required for implementation within the budget provided. The Organiser is not obliged to use the entire budget provided. Details of the implementation will be set out in a separate contract between the Organiser and the winning team.

5. Announcement of the winning team; official award ceremony; matchmaking

- 5.1 The announcement of the entries selected as the 10 best solutions and the winning team is expected to take place in November 2025 on the official website at groundbreakers.io/european-challenge. Prior to this, those participants whose entries have been selected as the 10 best solutions and the winning team will be informed separately.
- 5.2 The official award ceremony is scheduled in November 2025. During this event, the individuals or teams whose submissions have been selected by the jury in accordance with section 4.4 will be awarded.
- 5.3 The Challenge will be formally concluded with the ceremony. The 10 best solutions in accordance with section 4.4 will be presented to the public in an exhibition following the event. Details of the exhibition, in particular the location and duration, will be announced by the Organiser in good time. The winning team will be transferred to the next phase and the implementation of the winning project will be initiated under the supervision of the Organiser in accordance with section 4.5.
- 5.4 The Organiser reserves the right to review all solutions submitted as part of the challenge for matchmaking with the Organiser's corporate partners. In the event of successful matchmaking, the Organiser will inform the participants concerned accordingly.

6. Requirements for submitted entries; prohibited content; exclusion of entries or participants

- 6.1 The submitted solutions must meet the requirements set out in sections 6.2 and 6.3 and, in addition, the requirements described in the task description. In the event of non-compliance, the Organiser reserves the right to exclude entries in accordance with section 4.1 and not to consider them in the further selection process or to disqualify them retrospectively. Section 7.3 remains unaffected.
- 6.2 Submissions must contain a clearly presented and/or described solution. Individual keywords, political or administrative demands or content that does not relate to the subject of the Challenge will not be considered as sufficiently presented ideas and may be excluded from the process by the Organiser.
- 6.3 The subject of the Challenge is the implementation of the winning solution within the city limits of Stuttgart. Submitted entries must be feasible in Stuttgart. Entries or aspects of entries that relate to other cities or regions will not be considered in the Challenge and may be excluded from the process by the Organiser.
- 6.4 Participants are prohibited from submitting entries that
 - 6.4.1 were not created independently by the participants,
 - 6.4.2 endanger persons (including the participants themselves) or third parties,
 - 6.4.3 glorify violence or aim at the use or development of military technology or weapons,
 - 6.4.4 violate applicable law,
 - 6.4.5 have already been submitted to other competitions or are being submitted in parallel,
 - 6.4.6 are already being marketed or are in preparation for marketing during the Challenge.
- 6.5 If third-party content is quoted or used, participants must clearly identify it as such and provide a complete source reference. Use is only permitted if it is legally permitted or the necessary rights of use have been obtained in advance.

7. Obligations of participants

- 7.1 Participants shall ensure that the personal data they provide relating to the persons involved in the respective solution proposal may be used by the Organiser for the purpose of conducting the challenge, including reporting on the Challenge and the Organiser's press and public relations work, and may be passed on for such purpose to third parties (in particular to the jury, funding bodies and corporate partners). The same applies to photos and film recordings made in connection with participation in the Challenge (e.g. at the ceremony). If necessary, participants must obtain the necessary data protection consent from the persons concerned or their legal representatives in advance and provide proof of this to the Organiser upon request.
- 7.2 Participants undertake to treat all other participants and other persons involved in the Challenge with respect.
- 7.3 In the event of a violation of these terms and conditions, the Organiser reserves the right to exclude participants from the Challenge. Participants who use unauthorised aids or attempt to gain an advantage through manipulation may be excluded at any time or disqualified retrospectively.
- 7.4 Participants are responsible for checking whether they exceed the de minimis thresholds in connection with the use of the prize money, in particular in accordance with the General Block Exemption Regulation (EU) No. 651/2014 (AGVO) and the De Minimis Regulation (Regulation (EU) 2023/2831).

8. Contributions; rights of use

- 8.1 If participants submit texts, images, logos, drawings, data, templates, documents, etc. (hereinafter referred to as **"contributions"**), they guarantee that these contributions are free of defects and do not infringe any third-party rights, relevant laws or regulations or provisions of these terms and conditions.
- 8.2 By submitting the respective contributions, the participant declares that he/she is the author or creator of the same and that, with regard to contributions from third parties whose use requires prior consent, he/she has the necessary rights of use, including the right for the Organiser to use the content in question and to pass it on to third parties within the scope of the competition and these terms and conditions.
- 8.3 The participant grants the Organiser (or procures for the Organiser via the respective intellectual property rights holders) the simple, transferable, sublicensable, spatially and content-wise unrestricted right to reproduce, distribute, perform, edit or otherwise exploit, use or make available the contributions submitted by him/her in the context of his/her participation in the Challenge for the purpose of conducting the Challenge in accordance with these terms and conditions (including for the purpose of public relations in online and offline media).
- 8.4 The participant indemnifies the Organiser against all claims by third parties, including the costs of reasonable legal defence, which are asserted against the Organiser on the basis of the use of the contributions by the Organiser in accordance with the terms and conditions.
- 8.5 The Organiser is not obliged to check submitted contributions for potential infringements of third-party rights. However, the Organiser is entitled to reject contributions if, after careful consideration, they are deemed to be illegal or contrary to public decency.

9. Termination of the Challenge

- 9.1 The Organiser reserves the right to cancel, reschedule or terminate the European GROUNDBREAKERS Challenge at any time for good cause. This applies in particular in cases of force majeure or other circumstances of an organisational, technical or legal nature that make the proper execution or continuation of the Challenge impossible. Cancellation or termination may occur in particular if, for technical reasons (e.g. virus attack, manipulation) or for legal reasons, the integrity of the Challenge can no longer be guaranteed.
- 9.2 Participants shall have no claims against the Organiser arising from such cancellation or termination.

10. General liability

- 10.1 The Organiser shall be liable regardless of the legal basis for damages or reimbursement of futile expenses in accordance with the following provisions under sections 10.1.1 and 10.1.2 :
 - 10.1.1 In the event of intent or gross negligence, the Organiser shall be liable without limitation. In the event of simple negligence, the Organiser shall only be liable for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the participant regularly relies and may rely); in this case, however, its liability shall be limited to compensation for the foreseeable damage typical for this type of contract.
 - 10.1.2 The exclusions and limitations of liability resulting from the above provisions shall not apply if the Organiser has fraudulently concealed a defect or has assumed a guarantee for the quality of the item, for damage resulting from injury to life, limb or health, or in the event of liability under the German Product Liability Act.
- 10.2 Insofar as liability towards the Organiser is excluded or limited, this also applies to the personal liability of its legal representatives and vicarious agents.

11. Final provisions

- 11.1 No remuneration or expense allowance will be granted for participation in the Challenge. All costs incurred in connection with the preparation and submission of the proposed solutions shall be borne by the participants themselves.
- 11.2 The Organiser reserves the right to change or update these terms and conditions at any time without prior notice. All changes will be published on the official website of the Challenge. Participants are responsible for regularly checking the current terms and conditions. Continued participation in the Challenge after the publication of changes constitutes acceptance of these changes. If a change is made to the terms and conditions of participation during the submission phase, the Organiser will also inform participants who have already submitted an entry by email and give them the opportunity to withdraw their entry or resubmit it in a modified form.
- 11.3 These terms and conditions are governed by German law. If the participant is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, or if they have no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from or in connection with these terms and conditions and the Challenge shall be Stuttgart, Germany. The Organiser is also entitled to bring legal action at the participant's place of residence or at any other place of jurisdiction.