



## TERMS OF PARTICIPATION IN THE SPACE EXPLORATION MASTERS 2018 OF ANWENDUNGSZENTRUM GMBH OBERPFAFFENHOFEN

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### 1. ORGANISER OF SPACE EXPLORATION MASTERS 2018

The Space Exploration Masters 2018 competition is organised by Anwendungszentrum GmbH Oberpfaffenhofen (thereafter referred to as “Organiser” or “AZO”) on its own responsibility and on behalf of the European Space Agency (ESA, thereafter referred to as “Initiator”). The competition is organised within the scope of the ESA Exploration Strategy to secure Europe’s central role in global space exploration, deliver new results in both basic and applied science and offer a compelling vision of global endeavour, enriching society and inspiring the next generations. In addition, the Initiator and its partners, as well as the Ministry of the Economy of Luxembourg’s initiative of SpaceResources.lu, the consortia of Stevenson Astrosat Ltd. and the Chamber of Commerce of Huntsville/Madison County, Alabama, as well as Airbus DS, Air Liquide, and Merck KGaA, respectively, participate as main sponsoring Partners (thereafter referred to as “Partners”).

### 2. OBJECTIVE OF THE COMPETITION

With the Space Exploration Masters 2018 competition, the Organiser intends to gather ideas / solutions for “New Business Innovation” dedicated to Space Exploration and benefitting Earth. By awarding Prizes and promoting individual ideas, the Organiser aims at both innovative, viable and sustainable business models, products and services, and the development of systems, subsystems and components, also materials, new or optimised processes. They shall be in alignment with the value chain of payloads, launchers, spacecrafts, off-world missions with destinations Low Earth Orbit (LEO), the Moon, Mars, or even beyond. Cases might make use of data derived in line with space exploration activities or identify new areas of application for existing space and non-space portfolios via spin-offs of approaches, solutions, and services from space to non-space and spin-ins from non-space to space. The competition is separated into five Challenges in accordance with the Partners (thereafter referred to as “Challenges”).

### 3. RIGHT TO PARTICIPATE

Enterprises, universities, non-university scientific institutions, startup-teams, consortia, and individuals of legal adult age from across the world (thereafter referred to as “Participants”) are entitled to participate in the Space Exploration Masters 2018. The Challenges provided by the Partners therefore are open to a global public and not limited to specific regions or countries. Personnel of Partners and affiliated organisations as well as their relatives may only participate in Challenges of the other Partners.

Affiliate and associated company means “any legal entity which owns or controls, or is owned or controlled by, another legal entity. For a corporation, ownership of the voting stock is the controlling criterion. A legal entity is considered to own or control a second legal entity if –

- (1) The legal entity owns an interest of 50 percent or more in the second legal entity; or
- (2) The legal entity and one or more other legal entities, in which it owns an interest of 50 percent or more, together own an interest of 50 percent or more in the second legal entity; or
- (3) The legal entity owns an interest of 50 percent or more in another legal entity which in turn owns an interest of 50 percent or more in the second legal entity.

The Space Exploration Masters 2018 takes place between May 1<sup>st</sup>, 2018, and ~~July 31<sup>st</sup>~~ **August 5<sup>th</sup> (extended)**, 2018, and will call for proposals in altogether five Challenges.



#### 4. SUBMISSION PERIOD OF THE SPACE EXPLORATION MASTERS 2018

Participants are requested to electronically submit their contributions from May 1<sup>st</sup>, 2018, until 11:59 am CEST on ~~July 31<sup>st</sup>~~ **August 5<sup>th</sup> (extended)** 2018 (for detailed information refer to the procedure described below).

#### 5. PROCEDURE

The competition will be organised and carried out via a secure online ideas database accessible at [www.space-exploration-masters.com](http://www.space-exploration-masters.com). Registration is required at [www.space-exploration-masters.com](http://www.space-exploration-masters.com) to create a user account, which may then be used to submit successful new ideas for business innovation to one of any of the offered Challenges. It is possible to enter more than one idea using the same personal account, but Participants may not apply the same or a slightly adopted idea for different Challenges. When creating an account, Participants will be asked to provide contact details, which the Organiser will use to inform them of all matters related to the Space Exploration Masters 2018 as well as any other matters which the Organiser may deem relevant for a Participant of the innovation competition. Once registration has been completed, Participants will receive a confirmation link to log in. Participants will be asked to choose an account password that will allow temporarily saving and processing the content for the idea submission on the server until it has the desired form.

After logging in, Participants must select a Challenge for their idea / solution; that Challenge's expert team will review their submission. As such, the Challenges available for selection are stated at: <http://www.space-exploration-master.com/challenges> including the respective objectives and prizes on offer. New Challenges may be added during the competition runtime. Any additional Challenge will be announced on the competition website which always reflects the most current status.

After logging in, Participants are requested to answer all of the mandatory questions related to the Challenge, they would like to apply for, in an online questionnaire. A different questionnaire must be completed for each Challenge.

During the competition, the Organiser may contact the Participants to assist and support them during the application process.

Participants must submit their idea(s) and fill out the mandatory data and fields in the database no later than 11:59 am CEST on ~~July 31<sup>st</sup>~~ **August 5<sup>th</sup> (extended)**, 2018. Only those ideas / solutions that contain all the mandatory information will be considered. The idea / solution will then be submitted to the expert panel of the respective Challenge. All experts assigned with the evaluation of the submitted ideas must commit to a non-disclosure agreement before the proposals are put forward for evaluation. This non-disclosure agreement will be concluded between Anwendungszentrum GmbH Oberpfaffenhofen and each of the experts.

The evaluation of the ideas is an anonymous process subject to an upfront check of formal requirements. Each idea will receive its own identification number. During the evaluation process, the experts are only able to see this ID. However, the Partners may invite a small number of finalists to deliver a personal pitch. If the Participants are invited to present their idea to the experts personally, their identity will obviously be disclosed. However, at this stage they will already be nominated as a finalist.

**By participating, Participants acknowledge that their contact details will be passed on to the Partner after the database has been closed and the winners / finalists chosen. This Partner may then contact Participants to determine whether they are interested in moving forward with the ideas submitted. Any personal data will be deleted when no longer needed or required, or upon request. For further information on the deletion of personal and / or idea-related data please refer to our Privacy Policy.**



## 6. AWARDING OF PRIZES

The expert juries of the Partners will select one winning idea and up to two finalists for each Challenge. The Overall Winner is being selected from among all winners during the Space for Inspiration 2018 event in Bilbao, Spain. The selection by the (dedicated) expert juries is at their discretion, and thus not countervailable. The Organiser, the Initiator, and the Partners shall assume no liability whatsoever for the outcome of the selection process.

The winner of the Space Exploration Masters 2018 will be awarded during the Awards Ceremony on October 30<sup>th</sup>, 2018, in Bilbao, Spain.

## 7. ESA SPACE SOLUTIONS PRIZE OPTION

By clicking a checkbox in the user registration, Participants have the chance to also apply for the ESA space solutions prize in addition to their participation in any of the challenges. The ESA Space Solutions Prize awards the proposal with the best business model among the entries to all challenges of the Space Exploration Masters 2018. The prize is a EUR 40,000 contract between ESA and the winning team to deliver a feasible case study identifying the strategy to implement the business model. By clicking the checkbox Participants acknowledge that ESA will get access to the submitted contact and idea details as well as the expert's evaluation. AZO will act as the intermediary and pass on digital data. For any content over and above this, which the idea holder provides to ESA, they are solely responsible and might issue a separate NDA. AZO shall not be held liable for this data.

## 8. CONFIDENTIALITY

Within the Space Exploration Masters 2018 the confidentiality of transmitted ideas / solutions is ensured. The transmitted ideas / solutions and the saved treatment statuses will be protected against any access by unauthorised third parties. The personnel and experts charged with carrying out the competition are committed to treating all matters confidentially.

During the awards ceremony, the awarded ideas / solutions will also be made public along with the Challenge winners.

By participating in this competition, each Participant agrees that the Initiator, Organiser, and Partners may use the name, address, comments, likeness, photos (incl. photos taken of the winners at the Space Exploration Masters Awards Ceremony), and a description of the idea, if the Participant accepts any Prize, in publicity or advertising concerning this competition or otherwise in any medium now known or hereafter devised (including the internet or other interactive networks) at any place and time without further compensation or right of review and agrees to waive his / her rights with respect to such publicity and advertising.

Once an idea / solution has been publicly recognised, the Organiser takes no further responsibility regarding the further cooperation of the respective winner with any of the Partners, sponsors or members of the expert panels. This also includes cases in which no cooperation between a winner and the respective Partner or sponsor materialises despite the award.

## 9. RIGHTS

The rights the Participants hold pertaining to their idea / solution will remain with the Participants. Whether they realise their ideas by themselves or with a Partner selected by them is left to Participant's discretion. Through participation in the Space Exploration Masters 2018, the Participant will not acquire any rights to the idea. We strongly recommend that Participants discuss the protection of their idea / solution with the respective experts. Participants may protect their idea by applying for a patent, utility model, or another form of protection right.



Prior to the participation in the competition, Participants should notify their employer of their idea if they have developed it in or in connection with the employment. Through the participation in the Space Exploration Masters 2018 and / or the publication of the idea / solution during the awards ceremony, any protection of the idea (if not previously protected by a patent) may be rendered void or otherwise lost. The idea may become common property. We strongly recommend to sufficiently protecting the idea upfront. Despite all our efforts to keep the Participant's idea / information confidential prior to its publication, Participants have to understand and acknowledge that neither the Organiser nor Initiator nor the Partners assume any liability for any damage resulting from the idea / information becoming public.

## **10. TRADE COMPLIANCE**

It is the participants' individual and sole responsibility to assure that the submission of their ideas, information and solutions is in compliance with national, foreign and international trade and export control laws and regulations. The ideas, the services, products or deliverables as well parts of them may be subject to national, foreign or international trade and export laws and regulations. The parties acknowledge that diversion contrary to such Export Regulations is prohibited.

The Participant ensures and guarantees to the Initiator, Organiser, and Partner that he or she is fully entitled to submit his or her idea to the competition, especially that he or she is in possession of all necessary industrial property, trade mark, and exploitation rights, copyrights and neighbouring rights for the submitted idea, and not making use of any content that is protected by copyrights or otherwise, without having acquired necessary rights of use. The Participant confirms that the submission of the idea is not in violation of any third-party claims.

The Participant / Submitting Entity is fully responsible for possible violations of third-party claims. The Initiator, Organiser, and the Partner are not assuming any kind of liability in this respect.

In case of an infringement of third-party rights being claimed, the Participant / Submitting Entity will commit to fully dispense the Initiator, the Organiser, and the Partner from liability, to pay compensation to the Initiator, the Organiser, and the Partner for the costs of legal defence as well as for any additional harm caused to the Initiator, the Organiser, and the Partner by the recourse.

In case that an infringement of said regulations should have occurred, the Participant / Submitting Entity is obliged to immediately and at his or her own charge restore the lacking conformity with national and/or international rights. Additionally, the Participant / Submitting Entity will explicitly dispense the Initiator, the Organiser, and the Partner from any kind of responsibility and liability, claims or legal procedure regarding relationships to third parties, irrespective of the legal basis, and cover all cost incurred by the Initiator, Organiser, and / or Partner.

## **11. MISCELLANEOUS**

The award decisions will not be subject to dispute in a court of law. Decisions of the experts of the competition are final and binding for all Participants in all aspects of the competition. Participants have no right to a statement of the experts' decisions.

Each winner is responsible for all federal, state, local, provisional and other taxes.

The Organiser reserves the right to modify these terms, including any of the deadlines set forth herein, at any time.

Participation in this competition shall be governed by German law. Place of jurisdiction shall be Munich, Germany.

## **12. CONTACT**

For information on the competition please visit: [www.space-exploration-masters.com](http://www.space-exploration-masters.com)

If you have any further questions please inquire at: [support@space-exploration-masters.com](mailto:support@space-exploration-masters.com)