

DINAPSIS OPEN CHALLENGE COSTA BLANCA

This document outlines the terms and conditions for taking part in the DINAPSIS Open Challenge COSTA BLANCA (hereinafter, "DOC" or "competition") promoted by DINAPSIS, Hidraqua, Benidorm Town Council, Santa Pola Town Council, Almoradí Town Council, Alfaz del Pí Town Council and Sociedad General de Aguas de Barcelona (SGAB).

1 CONTEXT AND OBJECTIVES

Both Benidorm and surrounding towns and villages in the province of Alicante have suffered first-hand the harmful effects of climate change in recent years. Climate change is impacting many areas, from water and green infrastructure management to the provision of sustainable tourism services in the province's coastal towns.

Under this premise, the main objective of the DOC is to find start-ups that can propose solutions for the sustainable management of green infrastructures and improve urban resilience to climate change. We are also looking for solutions to manage tourist flows and implement nature-based solutions (NBS). The goal is to be able to mitigate the impacts of climate change and help local authorities undertake their ecological transition.

2 THE CHALLENGE

The DOC is divided into four lines of work:

CHALLENGE 1: Sustainable management of green infrastructures: Solutions that facilitate sustainable management of green infrastructures:

- Predictive cleaning and maintenance management
- Management of green garden pruning waste
- Management of seaweed waste on beaches
- Mosquito and/or insect management

CHALLENGE 2: Urban resilience to climate change: Solutions that help improve urban resilience to climate change and its consequences in cities:

- Heat island
- Environmental quality of the air and water
- Dispersal and management of runoff

CHALLENGE 3: Management of tourist flows: Solutions to manage the growing increase in tourism in cities:

- Capacity control
- Inflow control
- Mobility studies

CHALLENGE 4: Nature-based solutions (NBS): Solutions for NBS management and integration:

- Monitoring platforms
- Data and infrastructure digitisation and management
- Integration with other applications

3 PHASES AND SCHEDULE

The DOC consists of 5 phases:

PHASE 1: REGISTRATION

In order to take part in the programme, you must first register online, filling in and submitting the [application form](#) available on the [DINAPSIS website](#).

Any applications completed or received after the admission deadline given below will not be considered for participation in the programme. The deadline for registration is Friday 9 November at 23:59 h (GMT+1).

PHASE 2: PRE-VALIDATION

The project pre-validation period will run from 10 to 16 November 2023, when the projects selected to take part in the DOC Innovation Programme will be notified.

PHASE 3: TOP 5 SELECTION

On 16 November, 5 projects will be selected to move on to the final phase and present their proposals at the Demo Day before the panel of judges appointed by the DOC committee.

PHASE 4: PRESENTATION OF WINNING PROPOSALS

This will take place on November 28th 2023. During this day, the selected projects will present the solutions to the challenges they have worked on to the panel of judges.

PHASE 5: COMMERCIAL AGREEMENTS

Once the DOC has ended, any commercial agreements considered by the participating organisations will be explored with the aim of developing a proof of concept or pilot, if so requested by the programme's partners.

4 RECOGNISED RIGHTS

Participation of the selected projects in the DOC implies recognition of the following:

Image rights

Participants will authorise SGAB to invite the specialist and/or general press to cover the different activities carried out during the programme period. All selected participants will authorise SGAB to publicise and publish a summary of the projects carried out, and also the names of the participants responsible for these projects, on the Internet and in the general or specialist press.

5 DATA PROTECTION

Authorisation for use of information

Participants authorise use of their identity (full name and other data provided in the DOC registration form), their image or voice, and the information related to the projects, so that they may be published on the website created for the DOC, on the DINAPSIS website, and also disseminated on the various social media sites – Facebook, Instagram, Twitter, etc. – in magazines and other media for information and/or advertising purposes related to promotion of this DOC, respecting at all times the participants' honour, personal and family privacy, and without any entitlement on the part of the participants to any monetary gain arising therefrom. This authorisation has no time limit, so it is considered to be granted for an unlimited period.

Thus, each participant grants to SGAB, for the entire world and for the maximum period permitted by current legislation, the right to reproduce, copy, process, promote and publicly communicate in any electronic medium – excluding moral rights – both the images provided by the participants and the photographs taken during the DOC. The authorisation and the assignment of rights, as set forth herein, are provided without charge.

Processing of personal information

Participants are informed that both their own personal data and the personal data of the respective represented or third parties provided through the registration form, and also the data that may be provided subsequently and such other data to which access is gained as a result of their participation in the DOC, are necessary for organisation of said participation and for performance and management of the operations arising therefrom, in particular, for contacting the participant and also for analysing and evaluating the registered profile, and for promoting future calls. Consequently, SGAB is authorised to process and record this data in the respective files.

Participants declare that the third parties whose data are included in the registration form have given their prior authorisation to inclusion of said data and to their disclosure to third parties in accordance with the terms and for the purposes set forth herein. Participants guarantee the truthfulness of the information they provide at all times and undertake to inform SGAB of any changes in their contact details for the duration of the DOC.

In compliance with Basic Law 15/1999, of 13 December, on the protection of personal data and in accordance with its Article 5, we inform that the data provided for participation in the DOC will be included in a data file owned by Dinapsis.

Participants may exercise their rights of access, rectification, erasure and objection to processing by writing to SGAB, Passeig de la Zona Franca 48, 08038 Barcelona.

6 CONFIDENTIALITY

All information or data, documentation, passwords, software, training materials and techniques made directly or indirectly available to the participant in the DOC by SGAB will be treated confidentially and may not be disclosed or conveyed in any way by the participant to third parties, nor commercially exploited by or on behalf of the participant.

All materials submitted by participants must be suitable for public dissemination. They should not include confidential information that the participants do not wish to make public. If such information is included, this will be notified expressly to the organisers in order to prevent any disclosure thereof.

7 INTELLECTUAL AND INDUSTRIAL PROPERTY

With full indemnity for the organisers, participants warrant that they are the legitimate owners according to law of the authorship of the projects submitted, that they are not a copy or a total or partial modification of any other project, and that they do not infringe any intellectual or industrial property right, secrecy obligation or confidentiality undertaking.

In particular, participants will not use any material protected by copyright, trademark or other intellectual or industrial property rights without the express authorisation of the owner of the copyright, trademark or other intellectual or industrial property rights. Participants will be solely liable for any harm arising from any infringement of copyright, trademark or other intellectual or industrial property rights or any other damage resulting from such publication.

Participants will also be responsible for ensuring that the ideas and projects submitted are not offensive, denigrating or incite to violence, promote racism or violate fundamental rights or public freedoms, nor do they constitute an intrusion in the individuals' personal or family privacy or a violation of third parties' right to honour, upholding in all cases the rules for co-existence and the code of ethics set forth in Clause 15 of these rules.

Participants retain the authorship of their projects and grant SGAB non-exclusive exploitation rights with respect to such projects, in particular, with respect to their use and development in the management of the complete water cycle.

For the above purposes, participants grant SGAB the rights to use, reproduce, distribute, publicly communicate and process the projects submitted, on a non-exclusive basis, for the entire world and for the duration legally established in the current Law on intellectual property, solely for the purposes of management by Dinapsis of the complete water cycle.

The rights mentioned in the previous paragraph are granted at no charge, provided that SGAB does not make any lucrative use of the projects submitted; otherwise, the participants and SGAB will proceed to establish, if applicable, the terms of the projects' commercial exploitation.

Likewise, if the participants wish to commercially exploit their projects or their development, they must preferentially offer SGAB an assignment of the exploitation rights, in which case, the participants and SGAB will negotiate the terms for implementing, in the event of reaching an agreement, the assignment of all exploitation rights to SGAB.

In any case, any development of the projects undertaken by SGAB will be its exclusive property and it will exercise all the intellectual or industrial property rights pertaining to said developments.

Finally, participants consent to disclosure and communication of their projects by SGAB; it is their responsibility to obtain protection of their projects under the Law on intellectual and/or industrial property, as applicable, releasing the organisers from any liability in this matter.

8 TRANSFER

Transfer of participant status under any title must be authorised beforehand in all cases by SGAB, who may object if the new participant or partner does not have the same or similar features or intellectual or economic solvency as the transferring participant, or if the transfer is made to third parties linked to competing companies of the DOC.

9 RULES FOR COEXISTENCE AND CODE OF ETHICS

Participants agree to comply with the competition's code of ethics:

- Only contributions of innovative solutions that are directly related to the water industry's activities and services will be valid.
- The solution may not contain sexually explicit or suggestive, violent or derogatory content or references to ethnic, racial, gender, religious, professional or age groups, or profane or pornographic content.
- Entries may not promote illegal drugs or firearms (or the use of any of the above), or any activity that may be unsafe or dangerous, or with political messages.
- Entries may not be obscene or offensive, nor support any form of hate or hate groups, or include disparaging remarks about SGAB or its services, or other persons, products or related companies.
- Entries may not contain trademarks or logos owned by others or advertise or promote any brand or product of any kind.
- Entries may not contain copyrighted materials owned by third parties (including photographs, sculptures, paintings and other works of art or images published on websites or featured on television, film or other media) without the express authorisation of the rights' holder.
- Entries may not include materials that feature the names, images, photographs, or other sufficient indications to identify any person, living or dead, without written permission.
- Entries may not infringe existing national laws under any circumstances.

10 LIABILITIES

Participants will hold SGAB harmless at all times against third-party claims and will accept full liability for any cost or charge that may be payable to third parties as a result of actions, claims or disputes arising from any breach of the obligations set forth in these rules.

SGAB does not accept liability for any fortuitous circumstance that may affect performance of the DOC. In no event will SGAB be liable for errors in the provision of services by any other person or organisation whose involvement is necessary for performance of the DOC.

SGAB reserves the right to take all appropriate measures to prevent any conduct whose intention or effect it suspects is to act fraudulently in this DOC or to breach its rules or act to the detriment of other participants. The first and immediate consequence will be the participant's exclusion and the loss of any right to the prize that the participant may have earned, without prejudice to any other legal actions that may be appropriate, including the corresponding compensation for damages.

In addition, SGAB reserves the right to exclude participants if they provide or post material that contains viruses, worms or any other software code that is intended or has the capacity to harm, interfere with, intercept or disrupt the security of any system, information or data, without prejudice to such other legal actions that may be applicable.

11 ACCEPTANCE OF TERMS AND LEGISLATION

Participation in the call implies full acceptance of these rules and waiver of any claim by the candidates.

SGAB reserves the right to implement procedural measures to facilitate the organisation of the call, undertaking to make available such modifications on the website mentioned in these rules so that all participants have access to them.

SGAB may not shorten any of the deadlines mentioned in these rules. However, at its discretion, it may extend them or set others that are advisable for satisfactory performance, publishing them on its website with as much advance notice as possible.

If any of the above-stated deadlines cannot be met in the literal terms stated due to any legal limitation that affects it, it will be adjusted, respecting, as far as possible, the spirit of the current wording.

These rules will be available at all times on the [programme's website](#).

These rules will be applied in accordance with the laws of Spain. Should any disagreement arise in the interpretation or application of this document, the parties agree to make utmost effort to settle it in an amicable manner. In any case, the parties waive any jurisdiction to which they may be entitled and expressly submit to the courts and tribunals.

12 FINAL CONSIDERATIONS

This programme may be modified, temporarily halted and/or cancelled if justified circumstances so require. Likewise, SGAB reserves the right to declare the award void if no project submitted meets the quality expectations determined by the Decision Committee for each challenge.