

# General Conditions of Participation for Evonik's Crowdsourcing Events

Dated: 02/2022

## Preamble

The following Conditions of Participation ("**Conditions of Participation**") define the general rules and conditions for participating in an Evonik Crowdsourcing Event ("**ECE**").

Please make sure, before participating in the ECE to have carefully read and fully understood these Conditions of Participation in their entirety. By submitting a research proposal to Evonik you agree to abide by all terms and conditions of these Conditions of Participation.

An ECE will be conducted by Evonik Operations GmbH, Rellinghauser Strasse 1-11, 45128 Essen, Germany ("**Evonik**") via its own website/ platform or via third-party platforms. Either way an ECE is a request for research project proposals directed to experts at universities, research institutes as well as related companies and/or start-ups.

The aim of the ECE is to offer experts from the chemical sector or related industries the opportunity to apply for research projects with Evonik based on their own project proposals. Evonik will carefully evaluate all project proposals according to predefined criteria by a team of experts. Out of all proposals received the evaluation team will select a number of project proposals defined in rules and statutes of each ECE ("**ECE-Rules**"). The authors of which will receive cash prizes, and may without obligation further select one proposal for the opportunity to enter into a research project with Evonik.

For each individual ECE, Evonik will define a specified topic which will be shared with potential Participants via the relevant platform as a comprehensive request for proposal ("**RfP**"). The RfP describes the scope of the ECE and what is not of interest to Evonik. All project proposals must be shared with Evonik in the form and way set out for each ECE in the ECE-Rules

## 1. Eligibility - Who can participate?

1.1 Unless otherwise stipulated in the ECE-Rules, all experts in the given topic of the ECE are invited to participate and share their project proposals with Evonik as Participants. The ECE-Rules may exclude a certain group of experts (e.g. employees of competitors). In this case, the excluded expert shall refrain from participating directly or indirectly. Employees and relatives of employees of Evonik or an affiliated company of Evonik in terms of section 15 German Stock Corporation Act (AktG) may not participate in an ECE.

1.2 Participation in the ECE requires that all personal information submitted is truthful and accurate. Every participating expert may do so only under his or her name. Evonik reserves the right to verify personal data shared at any stage of the challenge.

1.3 Participation in the ECE is free of charge.

1.4 Each Participant is only allowed to participate once in this ECE, therefore may only be a member of one team and may submit one submission, whereas a submission for the purpose of these Conditions of Participation shall be the final submission of a proposal before the lapse of the deadline of each ECE or of a phase thereof, if defined in the ECE-Rules.

1.5 Participants can either participate alone or form teams as set out in the ECE-Rules.

1.6 Any Participant who breaches the terms and conditions set out in these Conditions of Participation may be excluded from the ECE by Evonik or by the provider of a third-party platform at any time. Evonik also reserves the right to exclude the affected teams from the ECE. Evonik also reserves the right to refuse Participants, or to disqualify, at any time during the ECE, experts who have submitted incorrect or misleading information. All such disqualification decisions will be at Evonik's sole and absolute discretion without any recourse.

1.7 Participation in the ECE will not in any way be construed as creating any further contractual relationship with Evonik or any affiliates, in particular, any research contract or promise or anticipation of employment, that goes beyond the participation in the ECE based upon these Conditions of Participation.

1.8 The Participants warrant to Evonik that he/she has the full capacity, power and authorization to participate in the ECE and to sign and abide by these Conditions of Participation. In particular, the Participants warrant to Evonik that he/she is the originator of the submitted proposal, and has obtained consent (if required) from his/her university or other research institute to participate in the ECE, and Evonik's rights under these Conditions of Participation will not be challenged by his/her university or research institute. If Participants are concerned about their participation in the ECE being compliant with their research organization's rules and regulations, or with national trade or other laws and orders, they are requested to seek proper advice from their research organization.

## 2 Registration and access to the ECE; Acceptance of the Conditions of Participation

2.1 Participants shall submit project proposals as described in the ECE-Rules.

2.2 If required by the ECE-Rules, each potential Participant must create a profile on the platform, in order to participate in the ECE. If a Participant has already created a profile, he/she must use such profile to participate.

2.3 In order to participate in the ECE, the Condition of Participation must be accepted and complied with.

## 3 Consent to the use and disclosure of personal data

By registering, the Participants agree that their personal data – if disclosed to Evonik in the context of the challenge – will be stored by Evonik. The Participants' personal data will be collected, processed and used exclusively for the organisation and realisation of the challenge. The confidential treatment of personal data is of particular concern to Evonik. Evonik ensures that the stored personal data is protected from unauthorised access. Participants can contact Evonik at any time to ask questions about their personal data or to have it corrected, deleted or blocked. The relevant requests can be sent by the Participants to the following contact:

[Evonik Industries AG, Konzerndatenschutz, Rellinghauser Straße 1–11, 45128 Essen, [privacy-policy@evonik.com](mailto:privacy-policy@evonik.com)]

## 4 Content of ECE-Rules

The ECE-Rules for each ECE contain more specific rules, which prevail in case of any contradiction with this Conditions of Participation. The ECE-Rules may, in particular, contain the following information on the relevant ECE:

- 4.1 Eligibility of Participants
- 4.2 Registration and Submission
- 4.3 Timeschedule and Phases
- 4.4 Evaluation Criteria
- 4.5 Award - Beyond the prizes specifically set out in the ECE-Rules, Evonik will neither grant any further prizes to any other Participant, nor will Evonik be liable for any costs incurred for preparing the project proposal.

## 5 Confidentiality & Intellectual Property

### 5.1 Confidential Information and Documents

The RfP as well as any other ECE related documents provided to the Participants are nonconfidential. Nevertheless, the Participants are kindly requested not to disseminate those documents to any person other than the designated recipients.

In the event that during the preparation of the project proposal Participants have conducted their own research activities, Participants shall keep their results of such work as well as their project proposals strictly confidential until the end of the ECE.

### 5.2 Background Intellectual Property

Where a project proposal is based on intellectual property rights (i.e. (i) all secret know-how and expertise including, without limitation, specifications, composition, processes, procedures, instructions, technology and any other technical information which are contained in drawings, photographs, samples, models and other written or electronic documentation, (ii) all intellectual property rights, including without limitation patents, utility models and applications thereof and (iii) software and other creation being subject to copyrights, hereinafter jointly "IP") which the Participant or, as the case may be, its organization owns or controls prior to the commencement of the ECE ("Background IP"), this must be clearly notified and referenced in the proposal. It is being noted that in selecting possible research collaborations, Evonik will preferably select proposals not being dependent upon such Background IP.

### 5.3 Foreground Intellectual Property in Project Proposals

If and to the extent new IP is created by Participants in the performance of the ECE ("Foreground IP"), such Foreground Intellectual Property shall remain Participant's sole property.

The Participant agrees to enter into negotiations with Evonik upon request within 180 days after the date of the awarding of the best three research project proposals ("Right to First Negotiation"). During this period, the Participant shall not exploit Foreground IP in any other way or enter into negotiations with third parties and shall not publish the Foreground IP. If Evonik does not exercise the Right to First Negotiation within the above-mentioned period or declares the negotiation to be terminated, the Right to First Negotiation shall expire. Any and all other details shall be subject to a written agreement between Evonik and the relevant Participant, whereas the content, negotiation and withdrawal therefrom as well as execution lies within the sole and independent discretion of both, Evonik and the relevant Participant.

## 6 Limitation of Liability

Evonik assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to challenge entries or entry forms; or alteration of entries or entry forms. Evonik is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to any ECE.

Evonik, its legal representatives, employees, and persons employed shall only be liable for damages and claims for expenses, irrespective of the legal basis therefore (i) in the event of intentional misconduct or gross negligence (grobe Fahrlässigkeit) on Evonik's part, the part of Evonik's legal representatives, employees or persons employed, or (ii) if the breach of Evonik's obligations violates the essence of the contract and the Participant relies, and is entitled to rely, on the fulfilment of such obligations (essential obligations). In the event of slight negligence (einfache Fahrlässigkeit) in breach of essential obligations, Evonik's liability for damages shall be limited to the foreseeable damage typical for a contract of this nature.

The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body or health, or mandatory liability under the Product Liability Act (Produkthaftungsgesetz) or in other cases of mandatory liability.

Since the project proposals are founded upon Evonik's starting case, the Participants acknowledge that similar activity may already be in progress during the ECE, and the submission of a project proposal by a Participant will not have given rise to commencement of any existing Evonik activity. Any likeness or similarity between the project proposals and research & development within Evonik is purely coincidental.

## 7 Disqualification

7.1 Evonik reserves the right, in its sole and absolute discretion, to exclude from the ECE Participants who are in breach of these Conditions of Participation or of the relevant ECE-Rules or act in any unfair or disruptive manner. Participants who use unauthorized aids or otherwise gain advantage for themselves through manipulation will also be excluded. In such case, winning teams can later be disqualified and Evonik will be entitled to require the return of any distributed prizes and/or any payments related to the ECE.

7.2 Evonik may exclude and has the right to prosecute any Participants who intend to damage any ECE material or information or try to destroy, disrupt or damage or alter the proceedings of the ECE.

7.3 The Participants of the ECE are not allowed to contact media directly or indirectly and/or meet journalists regarding the ECE or the concrete proposal, unless they have been expressly authorized to do so in writing by Evonik. If any Participant gets in touch with the media or journalists without such express written authorization from Evonik contrary to the preceding sentence, the Participants will be disqualified from the ECE.

## 8 Cancellation

8.1 Evonik reserves the right to cancel or terminate the ECE at any time without prior notice and without any communication of the reasons for such termination.

8.2 These Conditions of Participation may be changed by Evonik at any time without special notice but not during the active phase of an ECE as described in the initiation letter.

8.3 If Evonik decides to cancel or terminate the ECE or to change the ECE and/or the Conditions of Participation, there shall be no liability whatsoever on the side of Evonik towards the Participants.

## 9 Concluding provisions

9.1 If any provision hereof is or becomes invalid, illegal and/or unenforceable under any applicable law, such provision shall be fully severable and shall have no adverse effect on the validity, legality and enforceability of the remaining parts or provisions of this Conditions of Participation. Evonik and the Participant shall replace any invalid, illegal and/or unenforceable provisions by new provisions which correspond most closely to the economic or commercial effect pursued by the invalid, illegal and/or unenforceable provision. The same shall apply in the event that these Conditions of Participation contains any omissions.

9.2 These Conditions of Participation together with the RfP and the ECE-Rules constitute the entire understanding between Evonik and the relevant Participant with respect to the subject matter hereof and supersedes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

9.3 These Conditions of Participation shall be governed by and construed in accordance with the substantive laws of the Federal Republic of Germany without reference to its conflict of laws principles.

9.4 Any dispute, controversy or claim arising out of or in connection with these Conditions of Participation, or the breach, termination or invalidity thereof shall be exclusively referred to the competent courts of Frankfurt am Main, Germany.

9.5 Notwithstanding the provisions Section 9.4, Evonik shall have the right to seek preliminary and permanent injunctive relief in any court of competent jurisdiction in order to prevent or enjoin any breach or threatened breach of these Conditions of Participation.