

General Terms & Conditions

- Huawei European University Challenge 2021 Switzerland Edition

ARTICLE 1 – ORGANIZATION OF THE COMPETITION

The Computing Systems Laboratory based at the Huawei Zurich Research Center (Switzerland) is organizing a University challenge, where students (of any level) can submit their solution for the NP-Hard problem of computing balanced hypergraphs partitions.

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the competition is to develop, in teams and over a limited amount of time, the best algorithm to heuristically solve the NP-Hard Problem.

Details of the challenge can be found here:

https://challenge.huaweirc.ch/HYPER_Challenge.pdf.

ARTICLE 3 – PARTICIPATION PROCESS

The Competition is free and without any purchase obligation. The Competition is open to all individuals; (i) who have the age required by law in their country of residence to enter this competition [18 years old], (ii) who have IT skills, technical skills, design skills, or marketing skills and (iii) who have their own computer hardware in working order throughout the duration of the competition and internet connection with subscription from local telecom operator at their own and sole costs and expenses, and under their own and sole responsibility (hereafter referred to as “Participants”).

Employees of Huawei affiliates, and members of their families, as well as anyone who has directly or indirectly contributed to the conception, organization or realization of the competition, are ineligible to take part in the competition.

The registration for the Competition is open from October 25, 2021 until December 10, 2021, 11:59 pm (CET).

Each registration in the Competition will regard one single group of a maximum of 4 people. A Participant cannot be a part of more than one Team. This is an online Competition and participation can be done from anywhere.

Phase 1: Registration process

- Date: From October 25, 2021 to December 10, 2021
- Object: Every team wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <https://huawei.eyevip.ch/events/hyperchallenge/en>. Registrants must provide the following information: last name, first name, email, SSH key for submitting their solution (agreeing that they have more than 18 years of age). This information is required for the completion of their application.

Each candidate guarantees that the information entered during his/her application to the Competition is complete and accurate. Any false, incorrect or incomplete information will automatically result in the application being rejected.

The Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the Competition standards.

Phase 2: Beginning of the Competition

- Date: On October 25, 2021
- Platform website address: <https://challenge.huaweirc.ch/>
- Object: Challenge available in PDF format

Phase 3: Work on the projects

- Date: From October 25 2021 until December 10, 2021
- Platform website address: <https://challenge.huaweirc.ch/>
- Object: Teams will have until December 10, 2021 to develop their algorithm, create and submit their project page on the challenge platform and on the Huawei platform. One mission: The aim of the competition is to develop, in teams and over a limited amount of time, an innovative algorithm around the topic of hypergraph partitioning.

Phase 4: Selection of the finalists

- Date: From December 10th 2021
- Object: The Organiser will review the Participants' submissions and select up to six (6) Teams with the best scores.

Phase 5: Evaluation of the algorithm

- Date: On December 15th, 2021
- Object: An online Award Ceremony (via Zhumu) will take place, announcing the winners

ARTICLE 4 – DETERMINATION OF WINNERS

The three (3) winning Teams will be determined by a jury of 5 to 8 members representing Huawei and other professionals. The jury will designate the winners on December, 2021 near, (time to be defined).

The winners will be selected from among the Participants who actually:

- Satisfy the conditions for participation as set forth in the present rules
- Participated in the Competition session
- Have submitted their algorithm on the Huawei dedicated platform before deadline (details here: <https://challenge.huaweirc.ch/>)

Jury decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with three (3) prizes as discussed here: <https://challenge.huaweirc.ch/>

The gained prizes will be awarded in Swiss Francs (CHF). Huawei cannot be held liable for the exchange rate or fees when transferring the cash prize.

ARTICLE 6 – PRIZE ALLOCATION

Prizes will be sent by Huawei to the winners within a maximum of four (4) months, to the address indicated by the winners.

If the payment coordinates of the winner is unusable (illegible, incomplete, or erroneous), the latter will lose the profit of its prize.

In addition, the Organizer cannot be held liable because of an error of routing of the prize, the loss of the prize during shipment, or inability to contact the winner.

No mail will be sent to Participants who did not win.

ARTICLE 7 – COMPENSATION

The participant waives all of his/her claims regarding compensation against the Organizer due to his/her participation in the Competition.

ARTICLE 8 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION

The Organizer reserves the right to shorten, extend, modify or terminate the Competition, or a part of the Competition, as a result of a force majeure event without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any means of its choice (including email and/or publication on the Website), and, if the need arises, will communicate to the Participants the new rules applicable or the new ending date of the Competition, as the case may be. Each Participant may notify the Organizer by email that s/he refuses the new conditions of the Rules, in which case s/he will be excluded from participating, which s/he expressly accepts. If no refusal is communicated to the Organizer within 72 hours, the new conditions of the Rules will be deemed to have been accepted by Participants.

In case of a modification to the Rules, cancellation or interruption of the Competition, or a reduction or an extension of its length, the Organizer waives all liability and Participants will not be entitled to any compensation.

ARTICLE 9 – FRAUD

The Organizer may cancel all or part of participation in the Competition if it appears that fraud has occurred in any form whatsoever, in particular computer fraud, during the Competition.

The Organizer reserves, in this case, the right not to award prizes to fraudsters, to disqualify the concerned algorithm project and/or to bring actions against the authors of these frauds. The Organizer shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, the Organizer cannot be liable in case of damage, whether material or immaterial, caused during the Competition and thereafter, to the Participants, to their computing equipment, or to the data, including consequences which may ensue from it on their personal, professional or commercial activity.

ARTICLE 10 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY

Exploitation and property rights to algorithms developed during the Competition by the Participants are reserved for Participants, subject to the rights granted hereunder.

The Participants will receive access to certain proprietary source code, software, APIs, or other copyrighted materials or both, including pictorial, audio, video or audio-visual content or both (“Organizer Materials”) owned by Organizer, and must comply with all license terms associated with such Organizer Materials, including but not limited to the license terms stipulated in the [Terms and Conditions - Access and Use of the Huawei Challenge Server](#).

If the Participants wish to assign their rights, they shall first offer to the Organizer the option to acquire the rights in their algorithms for any use including commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between the Huawei company and the Participants which own the rights

During the Competition, the Participants shall only use elements that are clear of any rights. Any third-party elements included in the algorithm, including open-source software, must be clearly identified with their version, the terms of the applicable license, and any other details regarding their use. The Participant understands that this information is taken into account in the assessment for the allocation of a prize.

The algorithms shall not infringe any intellectual property right, trade secret rights, or images right. Each Participant warrants to the Organizer that their creation does not infringe in any way any third-party rights, and that s/he obtained, where necessary, the authorization of any third party.

By joining the Competition, Participants expressly authorize the Organizer, for free, to review, publish, communicate, exhibit, and disclose orally, graphically or in writing, projects and algorithm presented during the Competition. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes the Organizer, for free, to present all the works realized on all the communication media used in support of this Competition as well as to mention names, first names, and images of the Participants.

Under this regulation, the Participant shall not acquire any full or partial right of any kind on the name and trademark "Huawei" nor on any names and/or brands associated with Huawei, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Huawei, or any of its associated or related companies.

ARTICLE 11 - CONFIDENTIALITY

The Participant acknowledges the confidentiality of all information and documents which have been shared with him/her throughout the Competition.

During the whole duration of the Competition, the Participant will not directly or indirectly use or share any information with any third party, unless s/he has obtained a written authorization to do so, delivered by the Organizer beforehand. This applies to information shared with him/her by the Organizer or shared with him/her indirectly upon the execution of this contract.

The Participant commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organizer's simple request. This confidentiality agreement is valid for 24 months.

ARTICLE 12 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organizer to contact the winner and to award them prizes in an efficient way and, if the case arises, to publish the list of the winners.

Personal Data you submit when you participate in the Competition will be treated in accordance with the [Huawei Privacy Policy](#), as well as the applicable data protection laws.

Participants have the right to access, update and/or obtain deletion of their data by requesting directly to Huawei to contact information available here <https://challenge.huaweirc.ch/>.

ARTICLE 13 - RESPONSIBILITY

Organizer reminds Participants about the characteristics, limitations and risks of the Internet network and accepts no responsibility for any consequences that may occur while they are connected to the event websites and during their participation in the Competition.

Organizer shall not be made responsible if Participants cannot connect to the website of the event due to a technical fault or in the event of any problem linked namely and not exclusively to; (1) network overload; (2) an electric or human error; (3) any malicious intervention; (4) an issue related to a phone line; (5) an issue related to hardware or software; (6) a hardware or software malfunction; (7) a case of emergency; (8) disruptions that may affect the smooth running of the Competition.

It is the Participant's responsibility to select and acquire necessary material (computer, internet access devices) and access to network services at its own costs, expenses and risks to participate in the Competition.

It is the Participant's responsibility to take appropriate measures to protect his/her own data and/or software located on his/her computer equipment, against any violation. The Participant's connection to the event websites and their participation in the Competition is made under their own sole responsibility. Organizer shall not be held responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

Organizer shall not be held responsible if, for any reason, data related to a Participant's registration doesn't reach the company or is illegible or impossible to process.

Organizer reserves the right to exclude any Participant or person disrupting the Competition's smooth running. They reserve the right to use any recourse, including suing anyone suspected of cheating, falsifying, or disrupting the process described in the General Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organizer to

have disrupted the Competition in any of the ways stated above, will be deprived of the right to obtain any prize, and no claim will be accepted consequently.

Participants remain solely and entirely responsible for the damages caused by them or their equipment to goods or people during the competition. They seek to cover their risks by their own insurance and renounce any right to resort to the Organizer in that respect.

ARTICLE 14 – APPLICATION OF THE GENERAL TERMS AND CONDITIONS

This document is accessible on the event website <https://challenge.huaweirc.ch/> the full duration of the Competition.

Participation in the Competition implies full acceptance without reservation of the present regulation. Participation in the Competition is strictly personal and the Participant cannot, under any circumstances, be replaced. Any claim relating to the Competition will be barred after the period of 6 (six) months from the deadline for participation stipulated in Article 1.

The T&Cs and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with Swiss law, without reference to conflict of laws. Any dispute arising out of or in relation to the General Terms and Conditions shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, any dispute, controversy or claim arising out of or relating to this competition, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Swiss Rules of Arbitration Institute. The seat of arbitration shall be Zurich, Switzerland. The language to be used in the arbitral proceedings shall be English.

Privacy Notice

- Hyper Challenge

What is the purpose of this Privacy Notice?

This Privacy Notice gives you information about the personal data we collect about you in relation to Huawei Zurich Research Center, in relation to and with respect to your participation in the Hyper Challenge (“Challenge”) and how and why we process your personal data with respect to such event and activities, as well as how to exercise your rights as a Data Subject.

There is a section at the end of the notice regarding your rights and another section (called the **Glossary**) which explains some of the terms used in this Privacy Notice.

The identity and contact details of the Controllers

Huawei Technologies Switzerland

Zurich Research Center

Contacts: Linda Di Geronimo,
linda.di.geronimo@huawei.com

Filip Igor pawlowski

filip.igor.pawlowski@huawei.com

What Personal Data do we process, for what purposes and how?

Huawei collects Personal Data, as described below, in relation to your participation in the Competition.

Personal Data collected and processed to interact, exchange with the Data Subject for this Challenge and for the performance of a contract with or involving the Data Subject, including participation to such Challenge, as well as for potential cooperation in the future, e.g. inviting you to similar events, or for potential internships, or job fairs at Huawei.

The Personal Data

Any or all of the following:

- Name
- Contact Details (email address; SSH key to submit your solution)
- Work submitted as part of the participation to the Challenge;
- Messages exchanged on the platforms and other online systems (video conference call, social network page...) used to support the Challenge and related activities;

You may provide additional information on a voluntary basis.

	<p>Huawei does not require Special Category Personal Data to be provided as part of your Personal Data.</p>
<p>The source of the personal data</p>	<p>Data will be either :</p> <ol style="list-style-type: none"> 1) Provided by the Data Subject (including in registering and participating to physical and/or live or online event (e.g. webinar or web event); 2) Publicly available resources such as university/school/research centers' web sites, blogs, or other publications; academic web sites blogs or other publications; professional or academic network web sites; public technology surveys and reports, articles or other publications...). 3) Generated by Huawei, its affiliates, partners or suppliers, pursuant to organisation of the Challenge, and related activities and events which involves the Data Subject.
<p>Why we process the personal data</p>	<p>Huawei processes such Personal Data in order to:</p> <ul style="list-style-type: none"> ● Managing pre-contractual and contractual relationship with or involving the Data Subject and/or participation to the Challenge and related events and activities (including sending invitation, managing your participation, inviting to ceremony) ● Communicating and exchanging with you in connection to the Challenge and activities as described in the Terms and Conditions of the Challenge, work submission and related interactions, discussions on the platforms and other online systems (video conference call, social network page...), presentation to the jury, and allocation of the prizes; ● Communicate on the Challenge, its participants, and results; ● Managing taxation and accounting in connection to the prizes.
<p>The legal basis or bases we rely on to process the personal data</p>	<p>Huawei processes such Personal Data on the following legal bases:</p> <ul style="list-style-type: none"> ● Art. 6 (1) (a) of the GDPR Consent for certain data provided directly by the Data Subject (pictures, video recording); ● Art. 6 (1) (f) of the GDPR - the legitimate interests pursued by Huawei. The processing of personal data is essential for our business operations and in our

	<p>mutual interests to operate the platforms used to organise and perform the Challenge;</p> <ul style="list-style-type: none"> ● Art 6 (1) (b) of the GDPR - processing is necessary for the performance of a contract to which you are a party or in order to take steps at your request of the data subject prior to entering into a contract. Failure to provide your personal data will prevent you from participating to the Challenge; ● Art. 6. (1) (c) of the GDPR - Processing is necessary for compliance with a legal obligation to which Huawei is subject (for example the duty to keep the records to demonstrate the compliance with rules and conditions of the Challenge and related Terms and Conditions of the Challenge. <p>Failure to provide your Personal Data will prevent you from participating to the Challenge.</p> <p>Please note however that the withdrawal of your consent will not affect any use of the information made before you withdrew your consent; nor does it affect any data processing based on another justification other than your consent.</p>
The Huawei recipients of the personal data	Directors, managers and/or other employees within Huawei group of companies (IT, HR) who are involved in such activities and events.

How long we retain the Personal Data for
<p>We process Personal Data for the time needed for the purposes above and for no longer than is necessary for the purposes stated in this Statement. Unless the Data Subject exercises the right of erasure, Personal Data will be retained for three (3) years from the end of the Challenge. At the end of the contractual relationship, some of Data Subject's Personal Data will be archived for five (5) years to comply with Controller's legal obligations.</p>

Third party partner
<p>We, and/or affiliates mentioned above also have contractors and suppliers, which provide support and services, such as managing online platform and web page for such activities such as events.</p>

Transfer of Personal Data in/out of the EEA

Huawei is a world-wide group of companies, which operates not necessarily along the borders of legal entities and countries, but according to functions which may exist across various group companies and countries. Like most global organisations, Huawei has centralised data management systems in place which involve Personal Data being accessible by Huawei group companies inside and/or outside of the European Economic Area. The purposes of the data transfer or access also regard recruitment activities, and proposing a collaboration relationship with you, as part of the programs implemented by us.

In particular, we have R&D Centers and cooperation team members in various countries. We also have IT management systems as well as events, travelling and accommodation support, which are hosted and managed by our parent company (Huawei Technologies Co. Ltd.) located in Peoples' Republic of China and affiliates supporting events (Smartcom (Hong Kong) Co., Ltd.) located in Hong Kong.

This international transfer of Personal Data is covered by appropriate safeguards for the transfer of personal data to a third country by adopting the standard data protection clauses adopted by the European Commission in accordance with the Committee procedure set out in Article 93(2) GDPR. Further information about the appropriate safeguards may be obtained from <https://www.huawei.com/en/privacy-policy>.

Your rights as a data subject

As a Data Subject, you have the following legal rights in relation to your Personal Data.

Right of Access	You have the right to obtain from Huawei confirmation as to whether or not Personal Data concerning you is being processed and, where that is the case, access to a copy of the Personal Data and specific information about how Huawei processes the Personal Data.
Right of Rectification (Correction)	You have the right to obtain from Huawei the correction of inaccurate Personal Data concerning you and also the right to have incomplete Personal Data completed.
Right of Erasure (Deletion)	You have the right to obtain from Huawei the erasure (deletion) of your Personal Data in particular circumstances.
Right of Restriction	You have the right to obtain from Huawei restriction of processing in particular circumstances.
Right of Objection	You have the right to object to the processing of your Personal Data in particular circumstances.
Right of Portability	In certain circumstances, you have the right to receive your Personal Data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller.
Right to Withdraw Consent	Where the legal basis of processing Personal Data is based on consent, you have the right to withdraw your consent at any time.

Right to lodge a Complaint	You have the right to lodge a complaint with the national supervisory authority.
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Glossary	
Controller	An organisation who (alone or jointly with others) determines the purposes and means of the processing of Personal Data.
Data Transfer Agreement	An agreement containing standard data protection clauses adopted by the European Union Commission as referred to in Article 46(2)(c) of the GDPR.
Data Subject	The identified or identifiable natural person to whom the Personal Data relates.
GDPR	The European Union General Data Protection Regulation (2016/679).
Legal Basis	<p>Processing of Personal Data is only lawful if and to the extent that at least one legal basis specified in the GDPR applies. The available legal bases which are applicable in the employment context are summarised as:</p> <ul style="list-style-type: none"> ● consent of the Data Subject (e.g. pictures, image) ● Processing is necessary to enter into or perform a contract ● Processing is necessary for compliance with a legal obligation to which the Controller is subject ● Processing is necessary in order to protect the vital interests of the Data Subject or another natural person ● Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data (Legitimate Interests).
Personal Data	Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Process/Processing	Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Special Categories of Personal Data	Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.
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