

Competition Regulations

SBE Student Challenge Edition 07

Article 1. Definitions

In these regulations, the following terms and expressions, written with a capital letter, have the following meaning:

“(the) Competition”: the entirety of the SBE Student Challenge, organized by SBE nv, to which these competition regulations apply.

“(the) Organizer” or **“SBE nv”**: the party organizing the Competition, namely STUDIEBUREAU VOOR BOUWKUNDE EN EXPERTISES (short: SBE) NV, registered office at 9100 Sint-Niklaas, Slachthuisstraat 71, company number 0418.373.470.

“(the) Competition Website”: the official website of this Competition, accessible via sbestudentchallenge.be, as part of sbe-engineering.com.

“(the/a) Candidate”: anyone who registers for this Competition via the registration form provided on the Competition Website. It does not matter whether the person registers themselves or is registered by someone else as a member of a team. No distinction is made between Candidates who complete the entire competition process and those who terminate their participation at any time.

“(the/a) Partner(s)”: the Flemish public institutions and/or authorities that provide the project and/or the problem statement for the Competition to the Organizer, namely:

- **De Vlaamse Waterweg nv**, located at 3500 Hasselt, Havenstraat 44, registered in the CBE under company number 0216.173.309 (tel. 011/29.84.00 | e-mail: info@vlaamsewaterweg.be | website: www.vlaamsewaterweg.be)
- **Gemeente Oostrozebeke**, located at 8780 Oostrozebeke, Ernest Brengierstraat 6, registered in the CBE under company number 0207.436.676 (tel. 056/67.11.20 | e-mail: gemeente@oostrozebeke.be | website: www.oostrozebeke.be)
- **Gemeente Ingelmunster**, located at 8770 Ingelmunster, Oostrozebekestraat 4, registered in the CBE under company number 0207.485.473 (tel. 051/33.74.00 | e-mail: gemeente@ingelmunster.be | website: www.ingelmunster.be)

“(the) Assignment Documents”: the detailed description of the task of the SBE Student Challenge as provided by SBE nv to the Candidates after registration, including annexes. The Assignment Documents include, among other things, the description of the assignment, the constraints, the timeline, the deliverables, the evaluation criteria, and the prizes. The annexes include, among other things, site plans, orthophotos, a 3D model, and environmental photos.

“(the) Deliverables”: the documents to be submitted by the Candidates at the end of the Competition, which will then be the subject of the jury's evaluation. These documents are clarified in the Assignment Documents.

Article 2. General

These competition regulations set out the general rules and conditions for the Competition organized by SBE nv.

By registering for the Competition, each Candidate agrees to these competition regulations.

At the time of submitting the Deliverables, each Candidate will sign the competition regulations dated on the submission date and hand over this signed version, failing which the registration is not complete. This signing of the competition regulations gives rise to novation.

Article 3. Admission requirements

3.1 General

Participation in the Competition is only permitted for higher education students. Professionals and secondary school pupils are excluded from participation.

In case of doubt, the Organizer reserves the right to request proof from the persons concerned.

Anyone who nevertheless wins a prize without fully meeting all admission requirements automatically loses their right to the prize, without compensation and without any recourse against the Organizer.

The Candidate owes no compensation to the Organizer for participation in the Competition.

3.2 Registration

To participate in the Competition, interested parties must register. Without registration, participation is not possible. The registration period is clearly displayed on the Competition Website.

The Competition Website is the only channel through which a valid registration is possible, by completing and submitting the electronic registration form. Once a registration has been submitted via the Competition Website, the registrant becomes an official Candidate of the Competition and the Candidate gains access to the further course of the Competition.

Article 4. Course of the Competition

4.1 General

The course of the Competition is announced via the Competition Website.

SBE nv is permitted to adjust certain dates or details of the competition process to optimize the Competition. In such case, each Candidate will be informed in time.

Candidates are expected to respect the course of the Competition as explained on the Competition Website and in the Assignment Documents. In particular, Candidates must respect the set deadlines and Deliverables. Otherwise, Candidates may be excluded from further participation and from the prizes.

4.2 Workshops

The workshops are physical events during the course of the Competition, where an explanation is given about the setup, the theme, and the further course of the Competition, and guidance is provided to Candidates by SBE experts. Participation in the workshops is open to anyone interested and does not entail any obligation to participate in the Competition itself. Participation in the workshops is recommended for every Candidate, but not required. Mere participation in one or more workshops does not automatically mean that the person is registered for the Competition. Explicit registration is required as provided in Article 3.

4.3 Developing and submitting the assignment

To be eligible for evaluation and prizes, Candidates must submit their design by providing the required Deliverables by the set deadlines, as clarified in the Assignment Documents.

The Candidate is free to terminate their participation in the Competition at any time, for any reason.

4.4 End of the Competition

The Competition ends when the laureates for the various categories for the current edition are announced.

Article 5. Supervision of the Competition

The Organizer supervises the proper conduct of the Competition. If not all conditions of the regulations are met, or in case of abuse, deception, fraud, or bad faith, the Organizer reserves the right to exclude the Candidate concerned from the Competition and also to exclude them—whether or not definitively—from other competitions of the Organizer.

In such cases, the Organizer also reserves the right to request the return of any prize already awarded and to claim compensation for damage suffered by the Organizer and/or Partners (including reputational damage).

Article 6. Evaluation and prizes

The evaluation of the submitted Deliverables is carried out by a jury of experts, the composition of which is clarified on the Competition Website. The joint decision of the jury is indisputable. The result of the Competition is binding and irrevocable. It cannot be challenged.

The prizes for the laureates of the Competition are set out in the Assignment Documents. These prizes are fixed and independent of the number of members in a team and independent of individual effort. If the laureate is a team, that team must designate a Candidate authorized to receive the prize in the name of the team.

Article 7. Intellectual property rights

7.1 Candidate guarantee

By submitting the Deliverables, Candidates guarantee that their submission will not infringe any rights, including but not limited to intellectual property rights and privacy rights, of third parties. Candidates thus guarantee that they have obtained permission from the owners and holders of these rights. Candidates indemnify the Organizer and/or the Partners against third-party claims in this regard.

7.2 General

To the extent that the Deliverables submitted by a Candidate are the result of a creative activity, expressed in a concrete form and original, these Deliverables are considered a **"Work"** protected by copyright (Book 11, Title 5 of the Belgian Code of Economic Law).

The Candidate is in that case considered the author of the Work. If a Candidate is part of a team, the Work shall be presumed to be a joint Work.

Given the Assignment Documents and the objectives of the Competition, the genre of this Work will always be: a design on architectural and technical levels, with plans, drawings, models, visualizations, photos, notes, presentations, etc. being prepared, in execution of the assignment as described in the Assignment Documents.

7.3 License

Each Candidate grants SBE nv an exclusive, transferable license to exploit the following copyrights on his/her Work or contribution thereto in the BENELUX, for the purpose of SBE nv communication and publicity, including (but not limited to) regarding the Competition, with the exception of actually constructing the design. This license is transferable and sublicensable by SBE nv to the Partners, under the same terms and scope. This license includes, among other things (but is not limited to), the exploitation of the reproduction right and the right of communication to the public of the Work in the following ways:

1. Partial or full reproduction of the Work by any means (graphic, visual, electronic, digital, etc.) and in any form (making photos, images, drawings, visualizations, videos, etc.) and the use and distribution of the reproductions made;
2. Communication to the public of the Work and the reproductions (such as publishing photos, images, drawings, visualizations, video recordings, etc. on website(s), on social media, in newspapers, magazines, etc.);
3. The right to exhibit the Work and the reproductions referred to under paragraph 1.

The Work will be exploited by SBE nv under the name of each respective Candidate and/or team name. This name will be clearly indicated by SBE nv, taking into account the method of exploitation applied. SBE nv is granted the right to also mention the SBE nv logo and/or name and/or the Competition with each exploitation.

This license is granted free of charge by each Candidate. It is sufficient for each Candidate to gain experience through the guidance received from SBE nv during the Competition and the potential reputation the Candidate may build through the publication(s) of the Work, for example (non-exhaustively): on the SBE nv website.

This license is granted by each Candidate to SBE nv, for all modes of exploitation, for the entire period during which they exist under copyright law.

The license granted by the Candidate to SBE nv is exclusive. Therefore, if a Candidate wishes to grant a license to a third party for any mode of exploitation (including modes not provided in SBE nv's license), this can only occur with the express written consent

of SBE nv. Where necessary, it is agreed that this exclusivity also applies to the benefit of the Partners when and to the extent that SBE nv transfers the license or grants a sublicense to them.

7.4 Purchase option

Each Candidate grants SBE nv an option to purchase the economic rights to his/her Work or contribution thereto, as defined below, for a total amount of EUR 1,000.00 for the entire Work (regardless of whether this Work was created by one or more Candidates). This purchase option is transferable by SBE nv to the Partners, under the same terms and scope. The Partners may then exercise the option in their own name and for their own account.

SBE nv may exercise this option for a period of thirty (30) years from the date on which the Candidate submits his/her Deliverables. SBE nv exercises the option by sending a registered letter to the Candidate. The postmark date is deemed the date of exercising the option.

If the option is validly exercised, the Candidate transfers to SBE nv all economic rights to his/her Work or contribution thereto, to the fullest extent, i.e., for all modes and forms of exploitation, for the entire duration of copyright and for the entire world. This transfer is final, irrevocable, and unconditional. SBE nv is also entitled to transfer the (economic) rights thus acquired, in whole or in part, to the Partners.

This transfer includes, among other things (but is not limited to), the right to exploit the Work as follows:

1. The right to reproduce, in whole or in part, the Work, by any means (graphic, visual, electronic, digital, mechanical, etc.) and in any form (making photos, images, drawings, visualizations, videos, posters, the actual construction of the design, etc.), and to multiply, distribute, and use the reproductions made;
2. The right to include all or part of the Work and/or reproductions in a dossier, book, catalog, database (graphic and/or electronic), or otherwise, and to distribute the latter creations;
3. The right to publish the Work and/or reproductions, in whole or in part, in a newspaper, weekly, information brochure, magazine, on a website, on social media, or otherwise, and to distribute the latter creations;
4. The right to publicly communicate and make available (e.g., via film, television, or internet) part or all of the Work and/or reproductions;
5. The right, if the Work is exploited according to one of the modes listed under 1 to 4 and thereby copies of this Work are created, to rent, lend, and/or sell these copies;
6. The right to exhibit part or all of the Work and/or reproductions;
7. The right to adapt, in whole or in part, the Work in a manner that cannot harm the honor or reputation of the Candidate.

The compensation that SBE nv pays to the Candidate serves as total, lump-sum compensation for the transfer of all exploitation rights.

The Candidate grants SBE nv permission to make changes to his/her (part of a) Work, insofar as these are in accordance with fair and prevailing professional practices at that time and are necessary to efficiently carry out the exploitation modes listed above. Thus, the Candidate will not oppose potential changes necessary for reproductions (e.g., urban planning regulations). Nor will the Candidate oppose the place and manner in which his Work and/or reproductions are exhibited by SBE nv. SBE nv will, however, do what is necessary to respect the Candidate's wishes in this regard, insofar as these wishes are fair, necessary, and practically feasible.

The Candidate acknowledges that he/she has exhausted his/her right of disclosure by materially communicating the (part of the) Work to SBE nv.

If the Candidate's Work in whole or in part is used in SBE nv projects, SBE nv guarantees to further involve the Candidate in the process.

7.5 Right of first refusal

The Candidate grants SBE nv a right of first refusal on the copyrights or license thereto of his/her (part of a) Work. SBE nv may transfer this right of first refusal—under the

same terms and scope—to the Partners, who may then exercise it in their own name and for their own account.

If, after the license term provided in Article 7.3, the Candidate wishes to transfer certain copyrights of his/her (part of a) Work to a third party or grant a license thereon, the Candidate must inform SBE nv in advance by registered letter. This notification must at least state: (1) the identity of the proposed transferee, (2) the bona fide price at which the proposed transferee is willing to acquire the copyrights of the (part of a) Work or take a license, (3) which specific copyrights would be transferred or licensed, and (4) the other conditions under which the Candidate is willing to transfer or license.

This right of first refusal is exercised by SBE nv by written notification by registered letter to the Candidate within thirty (30) calendar days following the notification referred to in the preceding paragraph. The postmark date is deemed the date of notification.

If SBE nv exercises the right of first refusal, it may acquire the copyrights or license to the (part of a) Work under the conditions set out in the notification. SBE nv is also entitled to transfer the (economic) rights thus acquired, in whole or in part, to the Partners.

In the absence of such notification by SBE nv within the set period, SBE nv is irrevocably deemed to have waived its right of first refusal and the Candidate is entitled to transfer the copyrights or a license thereon under the conditions set out in the aforementioned notification. If the aforementioned sale or transfer does not take place under the conditions set out in the aforementioned notification, the right of first refusal stipulated herein will again apply.

If the Candidate fails to respect SBE nv's right of first refusal, the Candidate shall owe a lump-sum compensation of EUR 10,000.00 to SBE nv, without prejudice to SBE nv's right to claim compensation for the actual damage suffered.

Article 8. Non-competition

The Candidate undertakes, unless with prior written consent of SBE nv and/or the Partners, both during the Competition and for a period of 36 months after the end of the Competition for any reason, to refrain in the BENELUX from carrying out or participating in activities relating to the project for the realization (of a design) of bicycle and/or pedestrian bridges over the Roeselare-Leie Canal in Ingelmunster and Oostrozebeke, as described in the Assignment Documents, whether directly or indirectly, either by operating a business themselves, or by entering into employment as an employee or as an independent service provider with a competing employer or client, in any form whatsoever.

Moreover, the Candidate warrants and guarantees that the legal entities directly or indirectly controlled by him/her, as well as his/her appointees, delegates, and/or substitutes, will comply with the aforementioned non-competition obligation.

Violation of this non-competition clause entitles SBE nv and/or the Partners, against the Candidate, by operation of law and without notice of default, to a lump-sum compensation of EUR 10,000.00 per infringement, without prejudice to the right of SBE nv and/or the Partners to claim higher compensation if warranted, and without prejudice to other legal steps that SBE nv and/or the Partners may take.

Article 9. Confidentiality clause

This Competition offers Candidates the opportunity to experience a simulation of a real study assignment as known at SBE nv. With this, SBE nv aims to play a societal role by giving the designers of tomorrow an educational and realistic behind-the-scenes view of the engineering office. To keep the level of realism high, information is shared with the Candidates that was actually used by SBE nv and/or the Partners during the study of this project and that must be treated as confidential (hereinafter: "**Confidential Information**").

"**Confidential Information**" includes all oral and written information—in any form—received by the Candidates upon registration or during the further course of the Competition, originating from SBE nv and/or the Partners and not publicly known, regardless of who communicates the information and whether or not the information is labeled as confidential. This Confidential Information can be of various forms and natures, but typically concerns (surveying) plans, photos, notes, calculation methods, stakeholder requirement packages, etc.

Candidates undertake to treat this Confidential Information in its entirety and with the same confidentiality as can be expected from an employee of SBE nv and/or the Partners. Candidates are therefore strictly prohibited from:

- using the Confidential Information for any purpose other than participation in the Competition;
- disclosing it directly or indirectly to the public or sharing it with third parties without prior written permission from SBE nv;
- multiplying, copying, or reproducing it.

Candidates undertake to handle the Confidential Information with the same care as they devote to their own confidential information of a comparable nature, but in any case with no less care than is reasonable, so as to minimize the risk that third parties might gain access to the Confidential Information on their own initiative (whether legitimately or not).

At the end of the Competition, upon termination of participation, or at an earlier time for any other reason and at the request of the Organizer, the Candidate must destroy the Confidential Information in a durable manner so that it can no longer be used.

These obligations apply for a period of ten (10) years from the date of registration.

If a Candidate violates the provisions above, the Candidate will be denied further participation in the Competition and will owe, per infringement, a lump-sum compensation of EUR 10,000.00 to SBE nv and/or the Partners, without prejudice to the right of SBE nv and/or the Partners to claim compensation for the actual damage suffered. This may include, among other things:

- reputational damage for SBE nv or for companies or institutions linked to the information obtained;
- damage suffered by our clients or the respective owner of the Confidential Information;
- compensation for loss of competitive advantage or trade secrets;
- lost added value resulting from the use of the Confidential Information in a manner not permitted within the contours of the Competition.

Article 10. Liability of SBE nv

SBE nv is not responsible for any possible damage, bodily injury, or accidents that may occur as a result of participation in the Competition, travel to or from the event location of the workshops, attendance at the workshops, and/or winning a prize.

SBE nv is not responsible for not being able to deliver a prize when the Candidate provided insufficient, incomplete, or incorrect contact details upon participation.

If the prize is not collected by the winner within the prescribed period or if the winner does not complete the required (confirmation) formalities within the prescribed period, the Candidate loses their right to the prize and SBE nv may award the prize to another Candidate, without any recourse.

If SBE nv is forced to postpone, shorten, or cancel the Competition, to amend the competition regulations, or to adjust the competition formula, SBE nv cannot be held liable in any way.

If the course of this Competition is disrupted by a technical incident, SBE nv will do everything in its power to neutralize these disruptive effects. SBE nv cannot be held liable for any disadvantage resulting from these technical incidents. The decision of SBE nv and the result are irrevocable and binding.

SBE nv is not liable for incidents arising from the acceptance of the prize by the winner. SBE nv cannot be held responsible or liable for any defect in the prize or if the prize does not meet created expectations.

The exclusion or limitation of SBE nv's liability in this article does not affect the fact that SBE nv will in all cases be liable for its intentional acts or gross negligence or that of its employees or agents, or for the non-performance of its principal obligations under the Competition.

Article 11. Processing of personal data

SBE nv processes the personal data of the Candidates. For more information on the processing of this data, SBE nv refers to its privacy policy and cookie policy, which can be found on the Competition Website.

Article 12. Partial nullity

The nullity of any provision of these regulations shall not entail the nullity of the entire regulations. In such a case, the Candidates and the Organizer shall agree upon an alternative wording to replace the nullified provision that most closely reflects the parties' intent. Failing agreement, the court may substitute its own wording.

Article 13. Applicable law and competent courts

Any dispute and any disagreement relating to the Competition and/or these competition regulations is governed by Belgian law.

In the event of a dispute or disagreement between the Candidates and the Organizer about the Competition and/or these competition regulations that cannot be settled amicably, the Candidates and the Organizer undertake to attempt to reach a settlement through mediation, in accordance with the mediation rules of bMediation (www.bmediation.eu, Avenue Louise 500, 1050 Brussels). Mediation shall commence no later than 30 calendar days after the request for mediation by one party has been communicated to the other party, and, unless expressly agreed otherwise by the parties, shall not last longer than 30 calendar days.

Any dispute and any disagreement that cannot be settled amicably or through mediation falls under the exclusive jurisdiction of the courts competent for the seat of the Organizer.