



Datathon Bangladesh 2019

Terms and Conditions

Introduction

Robi

Robi Axiata Limited (“Robi”) is the second largest mobile network operator in Bangladesh with 46.88Mn subscribers as of the end of December 2018. It is a subsidiary company of the Asian telecom giant, Axiata Group Berhad, based in Malaysia.

Robi is the first company to launch 4.5G services in all 64 districts of the country on the same day as the 4G launch in Bangladesh itself. By the end of 2018, Robi has created the largest 4.5G network of the country with nearly 7,400 sites covering 99 percent of the thanas of the country.

Axiata

Axiata Group Berhad (“Axiata”) is one of the leading telecommunications groups in Asia with approximately 350 million subscribers in eleven countries. In pursuit of the vision to be a New Generation Digital Champion by 2020, Axiata pieces together the best in the region in terms of innovation, connectivity and talent. With a diverse portfolio in mobile network, communications infrastructure and digital services, Axiata, through the operating companies, offers a range of innovative telecommunications products and services.

Datathon Bangladesh 2019

Robi is holding the Datathon Bangladesh 2019 competition at the Robi Corporate Office, supported by Axiata Analytics which aims to build capacity and talent in the field of data sciences and analytics (“Datathon”) in Bangladesh. The Datathon is set to be Bangladesh’s largest Datathon to date.

The timeline for the Datathon is as follows:

Stage	Timeline	Description
Phase 1	25 th March	Participants to submit an application individually and participants to complete an online assessment for only once.
Participant selection	16 th April	Axiata to complete selection of Participants and notify the shortlisted Participants only.
Datathon	19 th – 20 th April	Datathon “hackathon” weekend ending with Final Presentation by Participants.

Robi Axiata Limited reserves the right to vary, postpone or re-schedule the Datathon timelines or any dates thereof at its sole discretion. Also all properties coming out including photos, credentials and others in relation to this Datathon shall belong to Robi and Robi reserve the rights in using the photos, images, credentials and other stuff in respect to Datathon for any future purpose. Robi also reserve the rights in selecting the finalists/winners for the Datathon. Robi’s decision shall be final and conclusive regarding this Datathon and which is also similarly applicable in interpreting any terms and conditions. Any misrepresentation may lead to disqualification of the participation in the Datathon.

Competition Structure

The Datathon is designed as an intense 24-hour long competition and is also intended to provide a platform for top Bangladeshi talent, data scientists and enthusiasts to show how their data-driven insights and business solutions can create real impact on the everyday lives of citizens of Bangladesh.

The Datathon will test teams' application and knowledge of data modelling and business acumen. The participating teams are required to solve problem statements and propose their own model. The teams are expected to build predictive models and develop business solution based on the data provided.

Judging criteria

By submitting an Application individually and continuing to participate in the Datathon, the Participant agrees to be a "Participant" in the Datathon and be governed by the Terms and Conditions herein. Final selected Participants shall be required to do the following:

- (a) Attend the 24 hour continuous Datathon "hackathon", where 5 teams will be selected to present their outcome/solution/algorithm with its results, discoveries and solutions to a panel of judges ("**Final Presentation**"). Amongst the 5 teams, 3 teams will be selected as winners and 4 participants will be selected as individual winners (each a "**Winner**", collectively, "**Winners**").

The Final Presentation will be judged based on the following criteria:

1. Transforming the Business Goal to a Machine Learning Goal
2. Data preparation and manipulation
3. Data modelling/engineering
4. Data Pre-processing
5. Feature Engineering
6. Model Evaluation
7. Creativity
8. Validation and presentation

Winners will be selected by Robi Axiata Limited in its sole discretion and they must have conformed to the Terms and Conditions. Robi's decision with respect to the Winners shall be final and no queries and/or appeals thereof will be entertained.

Eligibility

The Datathon is open to all aged 18 and above and who are citizens of Bangladesh. All backgrounds, whether data scientists, programmers, data journalists, data community activists, or IT project managers are welcome to participate.

Conditions

1. The Participant will arrange and obtain respective accommodation and transport throughout the Datathon. Robi is only providing resting area and bean bags throughout the Datathon.
2. The Participant will obtain and use respective laptop or device during the Datathon. Participants are encouraged to use respective resources to complete the tasks given at the Datathon. Google Cloud (“3rd Party Platform”) will be provided throughout the Datathon for further enhancements of the efficiency of the final results. Data modelling or any relevant work will be done by using respective laptop or device. The participant will adhere to the Code of Conduct during their usage of the 3rd Party Platforms, and shall be responsible for any cost, fees or expenses incurred due to any excessive or inappropriate downloads or usage of such 3rd Party Platforms.
3. Any and all expenses with respect to items (1) and (2) and expenses that are not expressly provided for herein including costs for travel, transport, food and beverage, accommodation, and obtaining valid travel documentations (including visas) are to be borne by the Participant.
4. The spirit of the society is to share and learn from each other. Robi strongly encourages an open source community of sharing. All Participants will be held to standard industry practices of collaboration, including appropriate acknowledgments of contributions of all parties. However, Participants who feel respective methods and systems are inventive and novel in nature and have filed Intellectual Property Rights for patent in Bangladesh or elsewhere shall inform Robi Axiata Limited accordingly and may refrain from using them during the Datathon.
5. Participants who do not adhere to the Terms and Conditions and Code of Conduct will be banned from the Datathon and disqualified. A good society is built on mutual respect.

Effective Date

This Terms and Conditions (which includes the General Terms and Conditions herein) take effect from 25 March 2019.

General Terms and Conditions

As a Participant, in addition to the foregoing Terms and Conditions, the Participant hereby agree to and shall abide by the following General Terms and Conditions which form part and parcel of the Terms and Conditions. The Participant acknowledge and agree that these General Terms and Conditions shall apply to them whether or not they are selected to participate in Final Presentation or are selected as a Winner.

1. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

The Participant's warrant, represent and undertake as follows:

- (a) The Participant certify that they are at least 18 years of age, are eligible to participate in the Datathon, they understand and are free to adhere to the Terms and Conditions, and they have not entered and will not enter into any arrangement which may conflict with it or would prevent or prohibit or derogate from, the grant of all or any of the rights to Robi herein.
- (b) During and throughout the Datathon, they undertake to conduct theyrself in an orderly manner in full compliance with the rules and regulations of the Datathon, the venue where the event is held, and being mindful of ethical standards, health and safety and protection of the environment ("**Code of Conduct**").
- (c) They will not engage in any act and/or conduct or make any statement which causes or may cause the Datathon and/or Robi to be brought into disrepute, for the Datathon and/or Robi to be viewed unfavorably, and/or contravene general moral standards, and they shall abide by all applicable laws and all customs governing the conduct of an individual. They undertake to conduct theyrself in a proper and appropriate manner to ensure compliance with this Clause.
- (d) the Product and the Final Presentation shall be theyr original creation and they shall not infringe any right of any third party and/or violate any law.
- (e) They shall not directly or indirectly circulate, publish, upload, download, post, comment, share, announce, update, broadcast or otherwise disseminate (whether in or on print, social media, online, offline or otherwise) any news, story, article, photographs, videos, recordings, comments or other material or publicity concerning Robi, the Datathon, the Product, the Final Presentation and/or any other Confidential Information, at any time, before, during or after the Datathon, without prior written consent of Robi. Without limiting the foregoing, they shall not before, during or after the Datathon, divulge or reveal the events, filming/production or results of the Datathon or any part thereof, whether personally or publicly, and they will not grant or give any interviews or make or issue any statement, information or expression of opinion or material for publicity or press purposes, whether verbal, documentary, photographic or in the nature of illustration or otherwise in relation to the Datathon without the prior consent in writing of Robi.
- (f) They shall comply with and observe all rules and regulations and all formal agreements, rules and regulations relating to safety, fire prevention or general administration in force at the Robi Corporate Office or at any place in which they shall be required by Robi to be present during the Datathon.
- (g) They agree not to use or reproduce in whole or in part, any trademarks, names and any other materials used in, created for or associated with the Datathon and they further agree not to create, write, contribute to or participate in any print articles, web posts, websites,

blogs, advertisements, forums or other public notices in any media containing or making reference to, whether explicitly or implicitly, any matter, facts or circumstances related to or concerning the Datathon and all parties relating to the Datathon, including without limitation, any of its other contributors, in any manner whatsoever, without the prior written consent of Robi.

2. PRIVACY AND DATA PROTECTION UNDERTAKING

By submitting the Application and their continuing participation in the Datathon, they acknowledge and agree that personal data (collectively, “**Personal Data**”) provided by them may be used and processed by Robi, or the parties below which they consent Robi may disclose their Personal Data to, for any or all the following purposes:-

- a) assessing their eligibility and participation as a Participant in the Datathon;
- b) to communicate with them;
- c) to process their payment transactions;
- d) respond to their inquiries;
- e) research and analysis;
- e) conduct internal activities;
- f) to provide them with information on products and services;
- g) other legitimate business activities;
- h) to comply with any laws or in relation to legal proceedings (if any); and/or
- h) such other purposes as set out in the Terms and Conditions herein

(collectively “Purposes”).

Further, they acknowledge and agree that for any or all of the foregoing Purposes, their Personal Data may be transferred to locations outside Bangladesh or disclosed to Robi, Axiata Group, sponsors of the Datathon, licensees, business partners and/or service providers (collectively “**Permitted Third Parties**”), who may be located within or outside Bangladesh. Save for the foregoing, Robi will not knowingly transfer their Personal Data to any place outside Bangladesh or knowingly disclose the same to any other third party. To the extent permitted by law, Robi excludes all liability for any use or processing of their Personal Data by Permitted Third Parties (excluding Axiata-related corporations).

In the event of conflict between the abovementioned provisions and any other relevant privacy and data protection undertaking with respect to the Datathon, the provisions herein shall prevail.

3. NO OBLIGATION

Robi reserves the right to cancel the Datathon at any time for any reason, and they waive any right to claim for damages with respect thereto. Nothing contained in these Terms and Conditions shall constitute an undertaking by Robi to hold the Datathon, use or exploit the Datathon or to produce exhibit or exploit the Products of the Datathon. If Robi decides not to hold, use or exploit the Datathon or not to produce, exhibit or exploit the Products of the Datathon and in the event the Datathon is cancelled for any reason whatsoever, they are not entitled to the reimbursement

of the participation fee, nor to compensation for other losses such as travelling expenses or hotel costs.

4. INTELLECTUAL PROPERTY

Robi Materials

- (a) They will receive content, data, information, documents or materials in whatever form containing Intellectual Property Rights belonging to Robi, including but not limited to data sets and other information provided for the purposes of solving data cases during the Datathon (“ Robi Materials”). All Robi Materials (including all Confidential Information) provided or shared by Robi to them whether or not relating to the Datathon shall remain absolutely property of Robi. They shall not use Robi Materials for any purpose other than with respect to their participation in the Datathon and under no circumstances shall they be used for personal or commercial purposes outside of the Datathon and its activities.

3rd Party Platforms

- (b) They agree to utilise the 3rd Party Platforms during the Datathon appropriately and undertake to abide by the terms of use, terms of service, acceptable use policy or user licence of the said 3rd Party Platforms in force accordingly. If so required, they shall obtain the prior approval, authority, consent or licence of the third party owner of the 3rd Party Platforms necessary in order to use the 3rd Party Platforms as intended or envisaged for the Datathon.

Products and Final Presentation

- (c) They irrevocably assign, transfer and convey to Robi, and Robi shall own, all Intellectual Property Rights in and to the Product and Final Presentation worldwide in perpetuity. The Product and Final Presentation shall be original to them or where they have used, adapted or referred to third party materials in the development and creation of the Products and Final Presentation for the Datathon (“**Third Party Materials**”), they shall ensure that they have obtained the prior consent or license of the Intellectual Property Rights owner of Third Party Materials. To the extent permitted by law, they shall ensure that the holder of any moral right in relation to the Product and Final Presentation waives it.
- (d) They shall retain and continue to own all Intellectual Property Rights in and to the back-end underlying analysis, methodology, studies, statistics, models and source code developed or created by them upon which the Product and Final Presentation is compiled (“**Underlying Proprietary Materials**”). They hereby grant an irrevocable, royalty-free, transferable and sublicensable licence to Robi to use (including to reproduce, modify, adapt, publish, distribute and create derivative works of) Underlying Proprietary Materials and Third Party Materials (including drawings, diagrams and statistics) in or contained in the Product and Final Presentation for educational or commercial purposes or any other purpose that Robi decides at Robi’s sole discretion without any additional charge or payment to them or any third party.

Recording

- (e) They acknowledge and agree that photographic, audio visual and film recordings will be taken and produced during the Datathon (collectively “**Recordings**”). They hereby irrevocably and unconditionally grant, assign, sell and transfer to Robi all rights including copyright, to reproduce, upload, download, transmit, perform, recite, exhibit, present cinematographically, distribute, rent, create and exploit derivative works of Recordings by way of current and/or new or changed technology, media, format, modes of transmission and methods of distribution, dissemination, exhibition or performance or by any other means, including without limitation all forms of television broadcast, new media and interactive initiatives, and to the extent permitted by law, they hereby irrevocably and unconditionally waive all moral rights with respect thereto.
- (f) Robi shall have the right to use and reproduce their name, sobriquet, autograph, voice, likeness, characterization, recording, photograph images (whether moving or still), portrait, caricature silhouette and/or biography in connection with the Datathon and/or the commercial exploitation of the Datathon or any part of it including merchandising or publishing endeavours provided that they shall not be depicted as endorsing any commercial products.

Robi’s decision with respect to the Winners shall be final and no queries and/or appeals thereof will be entertained.

5. INDEMNITY, IMMUNITY AND LIABILITY

- i. The Participant agrees to release, defend, indemnify, and hold Robi free and harmless from and/or against any claims, liens, demands, causes of action, IPR infringement, loss, damages, expenses (including but not limited to reasonable attorney’s fees and other litigation expenses), fines, fees or liability (hereinafter “Claims”) on account of illness, disease, personal or bodily injury, or death of any Participant, any property damage or any other damages arising, directly or indirectly.
- ii. If Robi suffers any loss, damage, fine, etc., due to non-conformity by the Participant to any applicable laws, regulations, guidelines, etc., while participating in the competition, the Participant shall indemnify Robi in full (including any legal costs) in the event that any action(s) is brought against Robi.
- iii. The Participant hereby agrees to indemnify and shall keep Robi indemnified in respect of its employees, officers and servants from and against all suits, actions, demands, damages, losses, liabilities (whether criminal or civil), expenses and cost whatsoever arising under any laws of Bangladesh which results from any breach of this Term and Condition by the Participant, including, any negligent act or default committed by the Participant. The Participant will be solely responsible for such breach.
- iv. The Participant shall fully indemnify and hold Robi harmless against all losses, damages, costs and expenses sustained or incurred by Robi as a result of, arising from, in connection with or based on allegations of, any of the following:

- a. any damage to property (including third party property) caused by an act or omission of the Participant and/or its personnel in the course of participation;

any claim(s), action(s), proceeding(s) or demand(s) arising from a negligent act or omission, misconduct and/or misbehavior, violence or any other unauthorized activity of the participants.

6. GOVERNING LAW

The Terms and Conditions shall be governed by and construed or interpreted in accordance with the laws of Bangladesh.

7. WAIVER

No failure or delay by Robi in exercising any right, power or privilege under these Terms and Conditions will operate as a waiver or an estoppel thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

8. SEVERABILITY

If any provision herein is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and these Terms and Conditions shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

9. ASSIGNMENT

The Participant shall not assign any rights accrued if any, under this Datathon Bangladesh 2019 or transfer their obligations hereunder without the prior written consent of Robi. Nonetheless, Robi reserve the right in assigning or transferring its rights and obligations under the Datathon Bangladesh 2019 and also reserve the right to do all that is reasonably necessary to give effect to such assignment or transfer.

10. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed to create any association, partnership or principal and agent or master and servant or employer and employee relationship between the parties or to provide either party with the right, power or authority, whether express or implied, to bind the other party in any way whatsoever or to create any duty or obligation on behalf of the other party.

11. SURVIVAL

The Terms and Conditions which are expressed to or which by their very nature are meant to survive the termination or expiry of the Datathon shall so survive. Without derogation to the foregoing, this Clause 11 and Clauses 2, 3, 4, 5, 6, 7 and 8 shall survive the termination or expiry of the Datathon.

12. RIGHTS CUMULATIVE

Except where provided otherwise herein, the rights and remedies of each party are cumulative and are not exclusive of any other rights or remedies under these Terms and Conditions or in law.

13. AMENDMENTS TO THE TERMS AND CONDITIONS

Robi reserves the right to amend, modify or vary the Terms and Conditions, including without limitation the mechanism of the Datathon, at its sole discretion at any time and from time to time. The revised Terms and Conditions will be posted on <https://axiata.com/datathon/bd/index.html>. Robi has no obligation to inform they of any variations and they are encouraged to check such website from time to time for any variations in the Terms and Conditions. They agree to adhere to the mechanism of the Datathon and the Terms and Conditions including any variations.

14. DEFINITIONS

In the Terms and Conditions, the following capitalised terms shall have the following meaning:

"Robi" means Robi Axiata Limited;

"Confidential Information" means all information, reports or data such as diagrams, plans, drawings and supporting records or materials (whether in writing, oral, or in electronic or other forms or means), which has come into their possession before, on or after the Datathon relating to Robi or its employees, customers (including its customers' customers) or suppliers and shall include but is not limited to personal data or personal information, data on the network, formulae, photographs, drawings, specifications, software programs, samples and any technical, business plans, financial or commercial information relating to Robi or any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market strategy and opportunities, employee, customer and supplier details and business affairs and any other material bearing or incorporating any information and documentation relating to Axiata Group;

"Intellectual Property Rights" means:

- (i) all copyright, trademarks, service marks, trade names, domain names, patents, industrial designs, moral rights and similar rights of any type, know-how, trade secrets, confidential information, and any other industrial or intellectual property rights; and
- (ii) any application or right to apply for registration of any of the rights referred to in (i),

now existing or in the future.

"Participant" means an individual who will participate in the Datathon Bangladesh 2019.

"Winners" means individuals or team that will win the Datathon Bangladesh 2019.