

## **Terms and Conditions for the Intelligent Video Analytics (IVA) Contest**

**of the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. ,  
Hansastraße 27, 80686 Munich, Germany**

for performance of its

**Fraunhofer Institute for Applied Information Technology FIT, Schloss Birlinghoven,  
53754 Sankt Augustin, Germany.**

Fraunhofer FIT (hereinafter referred to as “Fraunhofer FIT” or “the Organizer”) is the coordinator of the ProCAMS (Promoting Creativeness in Augmented Video Services) project partially funded by the European Commission. The aim of ProCAMS is to encourage the development of advanced video analytics software for creative industries.

The ultimate goal of the IVA contest is to promote a more ubiquitous use of IVA software in as yet untapped fields.

The platform that supports and enables the ProCAMS project is called BLEPO ([www.blepo.net](http://www.blepo.net)) – here the competing IVA projects can be found and IVA software solutions can be uploaded. It is also where the voting will occur.

BLEPO is special in that it allows the participant as a developer to upload his/her software solution and this can be tested by any user with his/her videos. This is how the participant’s software solution will be tested and voted for. For the contest participant the challenge is to create and upload an IVA software solution that best addresses the need of the video content producer.

The participant agrees to accept and to comply with these terms and conditions by participating in the contest through submitting an Intelligent Video Analytics (IVA) application software as an upload to BLEPO.

### **1. Goal and Scope of the Contest**

- 1.1 The goal of the contest is to collect best performing IVA software solutions to a set of IVA projects defined by the video content producing SMEs, which are partners in ProCAMS.
- 1.2 For each IVA project posted for this contest, Fraunhofer FIT includes specific details of the required solution and one or several videos. These videos compose a common test-bed for the development of the participant’s IVA solution.
- 1.3 Once the IVA projects have been uploaded on the BLEPO contest site, participants are able to download project videos and use those to work out the best possible IVA solution.
- 1.4 Participants can start uploading their IVA solutions from the moment the IVA project has been posted.
- 1.5 The Participant’s use of the BLEPO contest site or of any services provided on, from or through it, including the technical support for accessing the BLEPO contest site, is subject to these terms and conditions.

- 1.6 The BLEPO IVA repository enables developers to integrate these IVA applications into their video production work flow, which is the main objective of the Project “ProCAMS”.
- 1.7 The BLEPO IVA repository is intended to support Small and Medium-sized Enterprises to create such applications and sell their applications to interested buyers. The long-term objective is to promote this web portal for commercial purposes of European Small and Medium-sized Enterprises.

## **2. Participation Requirements**

- 2.1 The contest is open to every person who is of full age or to legal entities. Employees of the project partner companies are excluded from the participation in the contest.
- 2.2 Each Participant is required to fill in their information accurately in the contest entry form. Contest entry forms with incomplete or invalid details will be disregarded. Each Participant shall upload their contributed IVA software application in accordance with the technical requirements as detailed in the description of the contest and within the time limit set.

## **3. Judging Criteria**

- 3.1 Each IVA software solution must be uploaded as a pre-compiled (Windows or Linux) binary executable which takes video as input and generates an output video which demonstrates processing capabilities of this IVA solution.
- 3.2 Each IVA solution has to fulfill several technical criteria. These are specific for each IVA project. The participant has to inform himself/herself about the specific technical criteria by reading the description of each IVA project – available on the website: [www.blepo.net/contest](http://www.blepo.net/contest).
- 3.3 For each IVA project Fraunhofer FIT will upload several test videos. Test videos cannot be downloaded by the contest participants but used for the testing of respective IVA solutions.
- 3.4 The judging panel evaluates the submitted IVA software solutions by running them on the same cloud machine (Windows or Linux), hardware configuration and using the same testing videos. This ensures equal conditions for the evaluation of the submitted IVA software solutions.
- 3.5 General evaluation criteria to judge the submitted IVA solutions comprise (but are not limited to):
  - 1) recognition / detection rates;
  - 2) accuracy of recognition / detection;
  - 3) accuracy of reconstruction (if applicable);
  - 4) run time
  - 5) visual check (if applicable)

## **4. The Voting Process**

- 4.1 There are three votes that count:
- 1) The Public - public voting allows everyone to rate the submitted solutions and to cast their vote.
  - 2) The video content producers who are responsible for the contest projects will review all solutions applied to their sample videos and choose the best suitable solution for their project.
  - 3) The judging panel – a panel of experts from ProCAMS will evaluate the solutions and the technical criteria, and cast their vote on which is the most appropriate for each project.
- 4.2 Every time a user runs an IVA solution with one of the test videos, the user will be invited to judge this solution. All votes cast in the category of test videos will contribute to the cumulative performance score for the test videos.
- 4.3 A combination of the 3 votes (4.1) will be used to determine the ultimate winner for each project.

## **5. The Judging Panel**

- 5.1 The judging panel consists of a panel of experts from ProCAMS. Each contest project entered into the contest is represented by the respective expert content producer who specified the project. The ProCAMS Project Coordinator chairs the judging panel.

## **6. Prizes**

- 6.1 Each IVA project in the contest is assigned a winning prize as specified on the project description.
- 6.2 The winning IVA software solution will be awarded the prize assigned to the given IVA project. In case the winning IVA software solution was submitted by an organization or a legal person and has been generated by several employees, only one prize will be awarded to the organization or legal person.
- 6.3 To collect the prize the Participant will be required to provide:
- 1) Library of the winning IVA software solution (2 licenses for each dongle protected library).
  - 2) Proof of identity via email.
- 6.4 The prize is non-transferable, non-negotiable and non-exchangeable.
- 6.5 The Organizer reserves the right to cancel, change, replace or remove the prizes at any time after notification to registered Participants.
- 6.6 Any IVA software application contributed is generally intended to be made available on BLEPO for sale to interested third parties. However, as this will require additional license terms, such availability shall require a separate agreement between the Participant and the BLEPO platform and shall not be subject to the terms and conditions of the Contest.

## **7. Contest period**

- 7.1 Contest entry submission begins on December 1, 2015 and ends on May 8, 2016 at 11:59 p.m. UTC. Public voting will be open from May 11, 2016 and will be closed on June 11, 2016 at 11:59 p.m. UTC. Contest results and prize winners will be announced approximately on June 15, 2016. The Organizer reserves the right to extend the deadline of the contest if required.

## **8. Intellectual Property Rights**

- 8.1 Each Participant acknowledges and shall be liable that it is the sole author and owner of all rights, titles and interests consisting in their submitted IVA software application (including Intellectual Property Rights).
- 8.2 The Organizer provides the BLEPO platform with its technology on which the Participant offers an application to promote innovative ideas for Intelligent Video Analytics (IVA) in the project "ProCAMS".
- 8.3 Each Party shall retain the full ownership of their background technology.
- 8.4 The Participant shall be granted a non-exclusive, non-sublicensable, non-transferable, royalty-free right of use for the BLEPO web portal for the term of the contest.
- 8.5 Each Participant grants the Organizer an irrevocable, perpetual, royalty-free, non-exclusive, worldwide license to display, broadcast, modify, use, distribute and sublicense the Participant's IVA software application and the sketches of its architecture for demonstration purposes and to promote the project "ProCAMS".

## **9. Data Privacy**

- 9.1 The Participant consents to the processing of personal data in connection with participation in the contest. The Organizer may file the personal information to its database for the purpose as defined in these terms and conditions, which is confidential and will be treated in accordance with the German Data Protection Act.
- 9.2 Personal information may be used to execute the contest and the award ceremony. In this context, the Organizer is entitled to provide personal data to third parties involved in the relevant contest (including suppliers, advertisers, sponsors and/or producers, interested buyers). The Participant gives permission to the Organizer to keep him/her informed of the products and services of the Organizer, its partners (including sponsors, manufactures and advertisers).

## **10. Liability**

- 10.1 THE ORGANIZER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, SUITABILITY FOR A CERTAIN PURPOSE OR ANY OTHER ASPECT OF THE USE OF THE SOFTWARE PROVIDED ON THE WEB PLATFORM.
- 10.2 EACH PARTICIPANT ACCEPTS ALL RISKS OF PERSONAL INJURY OF PROPERTY, DAMAGE OF ANY NATURE WHATSOEVER THAT MAY ARISE FROM ITS APPLICATION UPLOAD OR PARTICIPATION IN THIS CONTEST AND WILL NOT IN ANY WAY HOLD THE ORGANIZER RESPONSIBLE FOR ANY LIABILITY,

LOSS, DAMAGE, EXPENSE AND COST WHICH IT MAY SUSTAIN OR INCUR AS A RESULT OF ITS PARTICIPATION – EXCEPT FOR THE CASES OF INTENT AND GROSS NEGLIGENCE.

- 10.3 THE ORGANIZER SHALL NOT BE HELD LIABLE FOR THE INFRINGEMENT OF THE PROTECTIVE RIGHTS OF THIRD PARTIES WHICH OCCUR BECAUSE OF THE CREATED IVA SOFTWARE APPLICATION AND THE SKETCHES OF ITS ARCHITECTURE TRANSFERRED BY THE PARTICIPANT. THE PARTICIPANT SHALL INDEMNIFY THE ORGANIZER FROM ALL CLAIMS BY A THIRD PARTY ATTRIBUTABLE TO A BREACH OF THE PARTICIPANT'S OBLIGATION UNDER THESE TERMS AND CONDITIONS.

## **11. Confidentiality**

Each party shall not make accessible to third parties Confidential Information of the other party provided such Confidential Information is indicated as "confidential" at the time of its disclosure. The validity time for keeping such information confidential shall be five years after the termination of this agreement. This duty of confidentiality shall not apply to information

- which is known or generally accessible to the other party or to the public, or
- which becomes known or generally accessible to the public after disclosure which the other party is not liable for, or
- which corresponds to information disclosed or made accessible to the other party by an entitled third party, or
- which is independently developed by an employee of the other party not in possession of the information disclosed
- which has to be disclosed in accordance with a judicial or official order.

## **12. Miscellaneous**

If any of the provisions of these Terms and Conditions should be held as invalid, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by valid provisions formulated in such a way that the intended purpose will largely be achieved.

## **13. Legal Recourse**

These Terms and Conditions are governed by German Law. The Participant acknowledges that the IVA Contest is organized and awarded at the Organizer's sole discretion. Accordingly, the recourse of the courts is excluded with regard to the Organizer's decisions to the assessment of the Participant's contributions.

Date: May 9, 2016