

ARCathon

General Terms and Conditions

V-2023-01-31-Org

1. ARCathon

- 1.1. The international ARCathon competition is organized by the Mindfire Foundation, c/o Sielva Management AG, Gubelstrasse 11, 6300 Zug, Switzerland (CHE- CHE-142.155.301), further referred to as “the organizer”. The Mindfire Foundation is a Switzerland-based not-for-profit organization dedicated to further progress in Artificial Intelligence research. Participation in the selection process, competition, or its events is free of charge for all participants.
- 1.2. ARCathon honors outstanding individuals, companies, and institutions (companies and institutions together: 'organizations'). It distinguishes the most creative and transdisciplinary teams, making hidden champions and expertise in AI visible. ARCathon challenges participating teams with fundamental questions: How can a new generation of algorithms keep up with human-level intelligence? What does it take to achieve human-level reasoning and abstraction?
- 1.3. During a several months registration- and scouting-process, the most promising teams can apply, are searched for, and invited to ARCathon. The Award ceremony takes place after completion of the evaluation process. Applications for the award are possible only upon completing the dedicated registration process via the public website: <https://lab42.global/registration>.

2. Patronage and jury

- 2.1. ARCathon is a competition under the patronage of the Mindfire Foundation, represented by Lab42, domiciled at Obere Strasse 22B, 7270 Davos Platz, Switzerland, (further referred to as “Mindfire” or “the organizer”) or an assigned representative.
- 2.2. The four jury members and the host of ARCathon are:
 - François Chollet
Host and jury member, independent
 - Pascal Kaufmann
Host, representing the Mindfire Foundation
 - Prof. Dr. Benjamin Grewe
Jury member, representing the Institute of Neuroinformatics (INI) at ETH Zurich
 - Prof. Dr. Thilo Stadelmann
Jury member, representing the AI Centre of the ZHAW School of Engineering
 - Brigitte Sommer, Lawyer, jury member, independent
- 2.3. Project office is operated by Mindfire via arcathon@lab42.global, Obere Straße 22B, 7270 Davos Platz, Switzerland

3. Eligibility and registration process

- 3.1. Applicants are eligible as individuals who have been confirmed by Lab42 and who comply with the respective policies and terms.
- 3.2. Applicants will only be considered for the ARCathon award if they complete the registration and submission process and agree with the General terms and conditions as an integral part of the ARCathon.
- 3.3. All material and information submitted must (a) describe original or (b) properly referenced work and (c) not contain intentionally fabricated or intentionally misleading information. The references and the corresponding recognition must be explicitly stated if existing solutions are to be integrated.
- 3.4. Further requirements are:
 - d) Applicants are individuals or personally represent their organizations.
 - e) In the case of a company, the legal form must be an AG (PLC) or GmbH (LLC). Headquarters can be located worldwide and outside of Switzerland.
 - f) In the case of registration as an organization, at least half of the applicants in a team must be employed or contracted by the same organization at least with a 50% employment (“50% requirement”) or be a member or a student of the represented organization (students at colleges, gymnasiums and universities are explicitly included). External team members may join a team if the 50% requirement is met. The organizer reserves the right to conduct active matchmaking to suggest individual applicants to registered teams. Interested individuals are requested to contact: arcathon@lab42.global.
- 3.6. There are no restrictions in terms of age or nationality in the case of private individuals. In the case of organizations, the maturity stage, founding date, or history of the represented organization does not impact eligibility.
- 3.7. Amendments: Mindfire may unilaterally amend these General Terms and Conditions and selection criteria at any time. The existing version of the General Terms and Conditions must be signed off by the end of each quarter in case of any substantial change (beyond grammar or stylistic editions) by means of a majority decision that needs to be taken in writing (e-mail is sufficient). Participants will be notified by e-mail in case of substantial amendments.

3.8. Submission and selection process: The selection process is structured along 3 phases and coordinated by the organizer.

- (1) Phase-1 ("Application stage"): Teams are encouraged to register during a time period as indicated on the ARCathon website at <https://lab42.global/arcathon>. In case of doubt, the project office will approach applying teams and ask for the latest documentation, such as evidence on employment status, domicile, and further details about participating organizations. Otherwise, teams are confirmed and cleared for submitting algorithms.
- (2) Phase-2 ("Submission Phase"): Teams will be invited to submit their algorithms during a period as indicated on the ARCathon website. The ranking of submitted algorithms will be based on the material provided, as well as additional research and conformance testing that is organized by Mindfire. The "Submission Rules and Instructions" document, available online at <https://lab42.global/arcathon/guide>, is binding, and submissions may be rejected if the submission and computation rules are not followed or are not consistent with them. All or a selection of applicants are sorted in a ranked list showing the percentage of correctly solved tasks of the undisclosed "private test set". Ranking is based on a binary decision of whether the submitted algorithm correctly generated the output. Up to 3 versions of algorithms (executable programs) can be submitted every calendar week upon the start of the submission phase, and the best ranking will be published on the leaderboard with the respective team names. No personal data will be disclosed without the explicit prior consent of the team leader. Feedback on performance on the private test set is usually returned to the team leader within less than 72 hours of submission. All communication will be through the registered team leader. Rankings will be listed on the public leaderboard, which can be accessed at <https://lab42.global/arcathon/leaderboard/>.
- (3) Phase-3 ("Winner selection stage"): Final rankings are published as indicated on the arcathon website. The 3 best ranking teams will be informed and invited to the ARCathon award ceremony taking place within 30 days after the winner announcement (remote participation is possible). The decision on the winner is taken based on the rankings (percentage of correctly solved ARC tasks). In case of dissent or equal ranking, a deliberation and resolution call can be taken until the top-3 teams are selected and the winner nominated by majority vote. Minutes shall be taken of this convening of the entire jury, upon request of a participating team or if otherwise necessary, the Jury board members can take the final voting.

3.9. Novelty and uniqueness: Algorithms based on ideas that have already been implemented in identical or similar fashion, or that do not differ from an already implemented idea in any significant aspect may be excluded from consideration by the organizer based on a first-to-file basis. In the case of equivalent performance, the first team reaching the respective core ranks higher.

4. The jury decision board and indemnification

- 4.1 The independent jury (the jury board) constitutes itself. The jury consists of nominated representatives, proven AI experts with sound scientific and research backgrounds, as well as experienced jury members of existing AI or digital economy awards and external ad hoc partners. The jury is chaired and coordinated by one of the jury members, who is elected by simple majority vote. The presidency is held by a representative of the Mindfire Foundation. The presidency can be extended by a simple majority vote.
- 4.2 The jury deliberates in closed sessions. The jury committee reserves the right to refuse to disclose personal information to an individual.
- 4.3 All decisions of the jury board regarding the terms or the assignment of the award prize are final and binding, without appeal, with respect to all aspects of the ARCathon, including, but not limited to, eligibility and disqualification of applicants. The prize is subject to applicable federal, state, and local law and is void where prohibited by law or regulation.
- 4.4 The jury board and individual judges will not be liable for
 - (1) incomplete or inaccurate information resulting from technical or human errors in the collection and/or processing of information,
 - (2) the theft, loss, destruction, or unauthorized access to, or alteration of, information,
 - (3) any message or email from or to ARCathon or the organizing Team not being received and/or for any application not being captured, recorded, or received for any reason.
 - (4) any typographical or other errors in the offer or administration of this award, including but not limited to errors in advertising, these terms and conditions, the selection and/or announcement of the finalists or the winners; and
 - (5) any combination of the above.

5. Prizes and selection process

- 5.1 The jury will select three finalists. Rankings are calculated by means of measurement of the solution rates on the private (undisclosed) test set accessible to the Jury and the organizer. Two milestones are defined: i.) Milestone-32, quantifying a solution rate of at least 32.0%, and ii.) Milestone-42, quantifying a solution rate of at least 42.0%.
 - (1) For every percentage point above 31% solution rate on the private test set during ARCathon 2023, the respective team will win CHF 1,000 – up to CHF 69,000 if 100% of the private test set is solved.
 - (2) The first team that exceeds the Milestone-42 is honored at the Swiss AI Awards 2023.
 - (3) The best 3 ranked teams that achieved or exceeded the Milestone-42 are invited to a 2-day team event in Davos, with all expenses paid for accommodation for one night, ski/mountain pass, fun activities, meals, and train tickets, at a date suitable to the respective team.
 - (4) The team members' names of the three first teams that hit the Milestone-42 are engraved in stone on a dedicated spot within or above the city of Davos, Switzerland. Rejection of such engraving due to anonymity is possible.
 - (5) Finally, the first-ranked team will receive a dedicated ARCathon trophy and media coverage in a tier-1 newspaper in Switzerland. The second and third-placed teams will receive a certificate attesting to their top placement and providing a rationale for that placement.

- 5.2 No deferrals of awards will be allowed. At least one representative of the team must make themselves available to receive the award. Failure to be available will be considered a withdrawal of the application unless special circumstances occur.
- 5.3 Participants in the competition are not entitled to compensation for expenses of any kind.

6. Communication

- 6.1 The ARCathon competition will be followed by the media. Photos, videos, and contributions to events and the award ceremony will be published in the media and in various channels, such as on the Lab42.global and Mindfire.global websites, newsletters, and social media. Participants agree to such publications. The winners of the competition are entitled to mention their successful participation in the ARCathon in their own communications in the future.

7. Data Protection and liability disclaimer

- 7.1 Participants grant the organizer the right to process their submitted data.
- 7.2 All ARCathon organizer staff, named representatives, members of the organizing office, mentors, judges, experts at events, advisory board members, and other persons involved in the competition who have access to the confidential participants or data undertake to maintain confidentiality vis-à-vis the participants by means of a confidentiality declaration.
- 7.3 No participant, team or other data may be published or disclosed without the consent of the participants, except for the information intended for publication, i.e., the team's name (which may be an alias).
- 7.4 The team members of the winners selected and confirmed by the ARCathon jury (the best 3 finalists) grant the organizer the right to record and publish a video about the team and its project.
- 7.5 Participants grant the organizer the right to share their contact details (team name, first name, last name, addresses, phone numbers, and email addresses) with any of the jury members and the host for feedback and further communication.
- 7.6 The organizer and the jury members disclaim any liability for damages of any kind, particularly for damages caused by employees or auxiliary persons, in accordance with the provisions of Articles 100 and 101 of the Swiss Code of Obligations.
- 7.7 The organizer and Mindfire Foundation are not liable for third parties' possible misuse of user data.

8. Ownership in IP and right to publish

- 8.1 Each ARCathon participant shall retain and have full ownership of their know-how and IP and any other IP rights ("IP"), in each case, whether registered or unregistered, including the right to apply for intellectual property rights and the entitlement as such, namely inventions.
- 8.2 Upon registration as a team participating in any of the Lab42 competitions or challenges and accepting the participation terms, each participant grants to the Switzerland based Mindfire Group (which is constituted by the Mindfire Foundation, CHE-142.155.301 and the Mindfire AG, CHE-372.850.654) an unlimited, non-exclusive, sub-licensable, transferable, perpetual, irrevocable, royalty-free and fully paid-up license to safeguard, publish and further develop any submission and creation.
- 8.3 Mindfire maintains the right to publish and share any results at any given time and in accordance with the Mindfire Foundation's purpose and regulations. Mindfire treats all Results with the utmost care and respect and seeks whenever and however possible the consent of the respective IP owner before any publication.

8. Limitation of Liability

- 8.1 The Organizer reserves the right to cancel, modify or suspend ARCathon or any subsequent edition, or to change these conditions without prior notice or obligation in case of accident, printing, administrative or other error of any kind, or any other reason.
- 8.2 In the event of any inconsistency or contradiction between these Terms and Conditions and any statements or other representations in ARCathon Materials, these Terms and Conditions shall prevail and apply to the fullest extent permitted by law. If for any reason, in the sole discretion of the organizer, an ARCathon edition cannot proceed as originally contemplated in these Terms and Conditions, or if the administration, security, fairness, integrity or proper conduct of this Contest is disrupted or impaired, including due to tampering, fraud or other causes beyond the control of the organizer or promoter, the organizer or promoter reserves the right to cancel, terminate, modify, amend, extend or suspend the contest, in whole or in part, at any time and without notice. Subject to applicable law and any necessary regulatory approvals, the organizer or promoter reserves the right to change the dates and/or deadlines specified in these Terms and Conditions without prior notice to the extent necessary to verify compliance by applicants with these Terms and Conditions, or due to other problems or circumstances that, in the organizer or promoter's opinion, affect the proper conduct of the Contest as defined in these Terms and Conditions, or for any other reason.
- 8.3 The organizer or promoter reserves the right to exclude from this Contest and any future award programs or other promotions conducted by the organizer any person who, in its opinion, tampers with the entry process or the operation of ARCathon or violates these Terms and Conditions on any site, engages in unsportsmanlike or disruptive conduct or harasses, abuses, threatens, or bullies any other entrant.
- 8.4 Any attempt by an applicant or any other person to undermine the lawful operation of ARCathon or any ARCathon-affiliated website or sub-project violates criminal and civil laws. Should such an attempt be made, the host and all affiliated employees and partners reserve the right to seek damages from any such person to the fullest extent permitted by law.

These Terms and Conditions were signed off by the organizer as version "V-2023-01-31-Org" and are valid without signature.