

Innovation Challenge for Entrepreneurship (ICE-21): PARTICIPATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

We, ProjectSet Limited with registered address at First Floor, Sutherland House, 5-6 Argyll Street, London, W1F 7TE (referred to as "we", "us", "Sponsor" and "ProjectSet") are the main organisers of the hackathon event "Innovation Challenge for Entrepreneurship (ICE-21)" (the "Challenge") for university students.

Any eligible person or team who has expressed an interest or has registered to participate in the Challenge ("Participant" or "You") are bound by the rules and regulations set out below (the "Rules"). The aim of these Rules is to set out the terms and conditions governing your participation in the Challenge. By participating in this Challenge, you fully and unconditionally agree to comply with these Rules. If you do not agree with any of the Agreement, do not register for this Hackathon.

1. CHALLENGE OBJECTIVES AND SET-UP

All Participants in the Challenge will be required to submit an original idea or proposal or a solution that are consistent with the themes and problem statements (or guideline questions) outlined in the Challenge overview (the "Deliverable"). The Challenge will be conducted virtually and all Participants are required to connect, collaborate and complete their participation through the website (www.projectset.com, "the Challenge website"). The Challenge website will be accessible to users 24 hours a day subject to IT maintenance operations. Dates and times in these Rules refer to British Standard Time (BST).

2. AGREEMENT TO THE RULES

By accessing and accepting these Rules, You:

- enter into a valid and enforceable contractual relationship with the Sponsor regarding Your participation in the Challenge. The registration and enrolment in the Challenge does not set up any subordination relationship between the Sponsor and the Participant, and
- fully and unconditionally agree to comply with these Rules. Participants express their agreement by ticking the agreement box during enrolment in the Challenge.

In case of non-respect of these Rules, the Participant will be disqualified from the Challenge without any advance notice or compensation and no reward will be awarded.

3. ELIGIBILITY

This Challenge is open to all students registered in a full-time or part-time academic program (undergraduate, post-graduate or doctoral programs) at any accredited university in the United Kingdom. You will be required to participate as a part of a team of 2 to 5 students.

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4. CHALLENGE PROCESS

The Challenge consists of several stages:

- **Registration.** All Participants are required to register their details (e.g. names, selected theme, etc.) on the Challenge website. The registration process will open at 08:00 hours BST on Monday 1 February 2021 (“Registration Opening”), and close at 19:00 hours BST on Sunday 28 February 2021 (“Registration Deadline”). Interested Participants will have the choice to join an existing team or set up a new team anytime between the Registration Opening and the Registration Deadline (“Registration Period”). Participants will have the opportunity to review profile of team members they wish to join as well as invite other students to join their teams, on the Challenge website.
- **Submission.** The challenge will officially open on Monday 1 March 2021 (“Phase-1 Opening”). The Participants are expected to collaborate with their team members virtually and submit their original ideas and solutions on their chosen Track on or before 19:00 hours BST on Sunday 21 March 2021 (“First Submission”). If a Participant does not upload a Deliverable on the Challenge website before the First Submission deadline, this will be considered as a withdrawal from the Challenge and the Participant will not be eligible for any feedback, certificate or prize from the Sponsor.
- **Shortlisting.** ProjectSet will set up an independent panel of judges (the “Jury”) to evaluate the First Submission from the Participants. In the first instance, the Jury will select up to 20 teams to join the second phase of the Challenge (“Phase-2”). The selection will be based on an assessment of the Deliverables according to the Selection Criteria determined by the Jury. You agree and acknowledge that the Challenge relies on your creativity, capacity, ability, and ingenuity to solve problems. The Challenge does not depend, even partially, on chance or luck, and therefore should not be considered as a lottery. Under no circumstances are factors such as appearance, religion, political opinions or sexual orientation considered to impact shortlisting probability.
- **Pitching.** The second phase will be hosted virtually during 28-30 March 2021. All participating teams selected for Phase-2 will get an opportunity to pitch their Business Plan to the Jury on 30 March 2021, the final day of Phase-2. At the pitch, the Participants will be expected to demonstrate the originality, potential and feasibility of their Business Plans to the Jury. Participants are required to upload their Deliverables on the Challenge website within 24 hours of the pitching, after having included key points of feedback from the Jury.
- **Mentoring.** Each participating team will be assigned a Mentor within a few days of the start of the first phase. The Mentors will help the Participants to further understand the context of the business opportunity and improve the proposed plan. The teams will also be invited to join skill development webinars and engage with the speakers through Q&A sessions.

The Jury will complete their evaluation process and the final results will be announced after the pitching session on 30 March 2021. The Participants will be notified about the results by email. Winners will be announced on the Challenge website. The Sponsor reserves the right to alter the dates on which results are released should this become necessary due to the number of projects to be assessed.

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5. REGISTRATION AND PARTICIPATION

To register, the Participant must first have created a user account on ProjectSet website (www.projectset.com) and must have truthfully and accurately completed all required information therein.

Any registration based on inaccurate, false, or incomplete information will result in the Participant's disqualification. Refusing collection, recording and use of their personal data that is strictly necessary to performing the Challenge will result in the Participant's disqualification. The Participant is solely responsible for the information he/ she provides when registering. Any intentional or non-intentional mistake, anomaly or inconsistency, regarding this information, may result in the Participant's disqualification. The Sponsor reserves the right to conduct all necessary verifications regarding the Participant's identity, postal and/or email address.

Deletion of a Participant's user account on the Challenge website will be deemed as a withdrawal from the Challenge. In this case, the Participant, regardless of whether the deletion results from the Participant's personal action or not, will not participate in the Challenge, and will not obtain any compensation.

You must also have accepted the Rules as well as the [Terms of Use](#) and the [Privacy Policy](#) during the creation of your user account and your registration to the Challenge. Registration for and participation in the Challenge is free, with no purchase or payment obligation.

6. CHALLENGE OUTPUTS AND INTELLECTUAL PROPERTY

For the duration of the Challenge, Participants may upload documents or files (including images or videos) consistent with the Challenge guidelines for the specific track (the "Deliverable").

To be eligible, Deliverables must (i) address the specific issue set out in the Challenge overview and its problem statements, (ii) be in PDF, PPT, MP3, MPEG, MOV, MP4, format and (iii) be in English, and in general terms must comply with Challenge Rules.

If a Deliverable cannot be downloaded, is not in the right format or is incompatible, illegible, or unintelligible, the Deliverable will be disqualified. By submitting a Deliverable, the following needs must be respected:

- The Deliverable includes exclusive contributions from the Participant.
- Otherwise, if content from a third party has been used in the development of the Deliverable, all rights, authorizations and agreements necessary to submit the Deliverable and grant the rights mentioned herein have been obtained. The use of uncredited, non-proprietary third-party contributions in the Deliverable will result in the disqualification of the Deliverable and the related Participants.
- No other individual and/or entity is entitled to claim any rights from the use of the Deliverable.

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- The content of the Deliverable does not and will not infringe or violate any rights of any third party or entity, including, without limitation, intellectual property rights, privacy, competition law, confidentiality, or any contractual or extracontractual right. All deliverables suspected of any law(s) and/or any third party's right will be ineligible.
- While the intellectual property and copyright of the submission will be held by the participating team, the Sponsor as well as all organisations officially signed up as partners for the hackathon event ("Partners") will be permitted non-commercial fair use of the materials submitted.
- ProjectSet will have the rights to share any and every Deliverable with its Partners.
- Participants will treat all information about the content of the submission as confidential and not cause or permit such confidential information to be disclosed to any third party until the winner is selected, and their submission is published by ProjectSet.

Participants are responsible for and shall bear any costs or expenses associated with their participation in the Challenge, including the preparation and submission of their Deliverables. Participants assume all risk for damaged, lost, late, incomplete, invalid, incorrect or misdirected Deliverables.

7. REWARDS AND TESTIMONIALS

The Sponsor and its Partners will offer winning Participants rewards and recognitions, subject to compliance with the following cumulative conditions:

- The Deliverables comply with ("Deliverables");
- Each Participant of a winning project complies with Sections 8 ("Communication"), 9 ("Confidentiality") and 10 ("Intellectual Property");
- It can be proven that the winning Participants fulfil the conditions eligibility of Section 4 ("Eligibility").

No rewards will be awarded to winners who do not fulfil the above conditions.

No assignment or transfer of reward is allowed by a winner. If a potential winner cannot be reached, is unable to accept the reward or any portion of the reward for any reason, ProjectSet shall have no further obligation to such potential winner. ProjectSet will not replace any lost or stolen reward after being awarded to winners. Winners will accept the reward "as is". ProjectSet disclaims any warranty regarding the Rewards.

In the event a Participant (a winner) cannot be reached, by email or by phone, for more than three (3) months after the first attempt to reach them was made, he/she will be deemed as having waived their right to claim the reward and will not be entitled to any reward or any kind of compensation.

If the reward as initially planned is unavailable, ProjectSet will be free to substitute another reward of similar value. Any such decision is at ProjectSet's sole discretion.

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Any Participant who does not fulfil the conditions of Participation as provided in the Rules during their registration and/or at any time during the Challenge will be summarily disqualified from the Challenge without prior notice and will not be entitled to any reward. In the event that the reward is already given to a Participant who does not meet the conditions of Participation when registering or throughout the duration of the Challenge, ProjectSet reserves the right to require the Participant to return the reward.

8. COMMUNICATION

The Participant acknowledges and consents that ProjectSet and its Partners may, for the duration of the Challenge and for a period of three (3) years following the date of submission, use the Challenge for publicity, including for the Sponsor's advertising or other marketing purposes, (by any means and through any format such as website, advertising banners, social networks, newsletter, press release) now known or unknown to date, free of charge or for a consideration.

In particular, you consent to the use, by ProjectSet, of your name and surname, your city and region of residence, the name of your University, your image, the information regarding the Reward (if you are a winner), and any other personal data that you submit with your Deliverables as well as the content of your Deliverables relating to the Challenge.

Such use does not entitle any Participant to any payment than the Reward he/she received.

9. CONFIDENTIALITY

ProjectSet has no obligation to keep the information contained in the Deliverables confidential. In general terms, when submitting any Deliverables, the Participants understand, agree and accept that any information contained therein may be publicly disclosed by ProjectSet.

Furthermore, Participants acknowledge that ProjectSet may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the information contained in any of the projects. Accordingly, nothing herein shall prohibit the Sponsor from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Deliverable.

The Participants recognize that other Participants, individuals or entities may have provided to ProjectSet or others, or made public, or may in the future submit, or make public, content that is the same or similar to any piece of information contained in any of the projects. Hence, the Participants acknowledge, agree, and accept that ProjectSet shall have the right to use such same or similar materials, and that the Participants will not be entitled to any compensation arising from the Sponsor's use of such materials.

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10. LIMITATION OF LIABILITY

ProjectSet cannot be held liable for any infringement of the above provisions by Participants. Each Participant shall indemnify the Sponsor and its Partners against any disturbance, action, claim, opposition and demand or eviction attempt from any third party in connection with any Creation in the Deliverables (Intellectual Property Rights included).

Update of the Rules. ProjectSet reserves the right to amend these Rules at any time, including the Challenge duration in case of operational imperatives, without prior notice to Participants regarding the enforcement or the validity of these amendments. Participants are encouraged to consult these Rules regularly. Participants expressly waive all claims or disputes related to any amendment to these Rules by the Sponsor.

Should any paragraph of these Rules be declared or judged illegal, unenforceable or void by a court decision, the paragraph in question will be considered null and void, but all other unaffected paragraphs will be enforced within the limits of the law.

Challenge Cancellation or Suspension. ProjectSet reserves the right in its discretion, to (i) cancel, terminate, modify or suspend the Challenge and these Rules, for any reason, at any time and without any liability, and (ii) to limit or restrict participation in the Challenge. The Sponsor or its Partners will not be held liable for the modification, cancellation or suspension of the Challenge and no compensation or remuneration will be due to the Participants.

Participants agree that the Company, its affiliates and all of their respective officers, directors, employees, contractors, representatives and agents (“released parties”) will have no liability whatsoever for, and will be released and held harmless by participants for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death. Without limiting the foregoing, everything on the challenge website and in connection with the challenge is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, in which case such limitation or exclusion shall apply only to the extent permitted by the law in the relevant jurisdiction.

Personal data protection. Participation in the Challenge requires the communication of the Participant's personal data (“Personal Data”).

Participant’s personal data is subject to processing within the meaning of the regulations on the protection of personal data (The EU 2016/679 General Data Protection Regulation and the Council of 27 April 2016, known as GDPR) for which ProjectSet defines the purposes and means and is, as such, “Data controller” within the meaning of the GDPR.

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The purposes of the processing are:

- To meet the organization of the Challenge needs
- To organize the intermediation between the Participant and ProjectSet and/ or its Partners, to ensure identification, communication and preservation of the exchanges with the Participant

In accordance with the provisions of the GDPR, ProjectSet undertakes to implement organizational and technical security measures in order to protect all Participant's Personal Data. The Sponsor undertakes these measures to allow the exercise of Participants' rights from GDPR.

11. SETTLEMENT OF DISPUTES

In the event of a dispute, controversy or claim arising out of or relating to these Terms and Conditions, including a dispute as to the validity or existence of these Terms and Conditions and/or this clause, you and we shall use our best efforts to amicably settle any differences and disputes through direct negotiation. Any dispute, controversy or claim that remains unresolved within eighty (80) days from the date either you or we have notified the other of the nature of the dispute and of the measures that should be taken to rectify it shall be referred to and finally resolved by arbitration administered by the English courts in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction. Any claim, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be subject to the exclusive jurisdiction of the English courts, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such claim, action, or proceeding. The language of the arbitration shall be English.