# Terms & Conditions

Academic Startup Competition 2020

Please read these rules carefully before entering the Academic Startup Competition (hereinafter referred to as "we" or "the Competition"). By entering the Competition, you agree to be bound by these terms and represent that you satisfy all of the eligibility requirements set forth below.

### 1. Eligibility:

1.1. To be eligible to enter the Competition, you must be:

An academic startup with the ambition and potential to be disruptive and scale internationally within the coming 5 years.

A successful transfer from science/technology developed at a Dutch University, University Medical Center, KNAW or NWO institute

Maximum 3 years in incorporation

Registered at the Chamber of Commerce

1.2. In order to join the Academic Startup Competition, the startups that are selected agree to participate on the days assigned to them, October 15th and January 20th. We expect you to (a) be actually present (at least one founder) on both days, (b) pro-actively participate. If you fail to be present on (one of) these days, you are automatically excluded from the Academic Startup Competition.

## 2. Competition process

- 2.1. You can apply for the Competition through our online application form. Applications must be submitted no later than September 13th 23.59. Submissions after this time will not be considered.
- 2.2. Our impartial judging panel will on the basis of objective criteria score each eligible startup (see Article 1: "eligibility"). Once all participants are scored, the points are accumulated and the startup with the highest score wins. Our decision regarding any aspect of the Academic Startup Competition will be final and binding.

#### 3. **Prize**

3.1. The winner will be awarded with an online program to attend the incubator track organised by the Consulate General of San Francisco. This dedicated program is designed for the 10 winners of the Academic Startup Competition. The winner will not be entitled to a cash alternative to the Prize, which is non-refundable and non-transferable. We will not be liable if the Prize cannot be collected, used or redeemed by the winner. If the Prize goes unclaimed by the winner for more than 10 days after we have tried to contact the winner, he/she will forfeit the Prize and a new winner may be chosen. You expressly acknowledge that the Prize is provided by an unrelated third party and is made available by us "as is" without any warranty, representation or guarantee of any type, and may be subject to other terms and conditions that may include rights of the organiser to cancel the event in certain circumstances.

#### 4. Competition entries

- 4.1. Only one (1) entry per startup is permitted. Responsibility is not accepted for entries lost, damaged or delayed, including as a result of any network, computer hardware or software failure of any kind. If it is suspected that an entrant submits more than one (1) entry, we may choose to consider only one (1) entry or disqualify the entrant.
- 4.2. In the event of a dispute over who submitted a winning entry, our decision will be final. We may prohibit an entrant from participating in the Academic Startup Competition or winning a prize if, in our sole discretion, we determine that the information he/she has provided is inaccurate or that he/she is attempting to undermine the legitimate operation of the Academic Startup Competition by cheating, hacking, deception or other unfair practices or intending to annoy, abuse, threaten or harass. No entries from agents, third parties, organised groups or entries automatically generated by computer will be accepted. Entries not in accordance with the entry instructions will not be accepted.

#### 5. **Privacy**

5.1. By entering the Academic Startup Competition, you agree that we may collect, store and use your personal information as set out in our <u>Privacy Policy</u>. The winner also hereby agrees to the use of their name, prize, hometown and their likeness for online posting, and/or any advertising and publicity without additional compensation.

#### 6. **Confidentiality**

6.1. During the workshops we want each startup to speak freely, especially during the peer-to-peer sessions. Therefore, we ask you that any information we, any parties engaged by us (for example experts) or other startups provide to you is kept confidential. Furthermore, we ask you not to disclose to anyone any information provided to you at or in connection with the competition. You can obviously share any information within your company.

#### 7. Changes to the Competition

7.1. 7.1 We will not be responsible if the Academic Startup Competition cannot take place, or if any prize cannot be awarded or fulfilled, due to events outside of our control. If for any reason the Academic Startup Competition is not capable of running as planned, including any circumstances which, in our sole determination, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Academic Startup Competition, we may cancel, modify, or suspend any part of the Competition.

#### 8. **General**

- 8.1. The present rules are subject to the rules of The Netherlands.
- 8.2. Any disputes shall be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.
- 8.3. We reserve the right to modify and amend these terms from time to time during the Academic Startup Competition, including for clarification purposes. If any provision of these terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions. Failure or delay by us to enforce any of these terms shall not constitute a waiver. For any queries in respect of the Academic Startup Competition, please contact: ASC@VSNU.nl.