

## **Terms & Conditions**

### **ARTICLE I. THE GENERAL CONDITIONS AND THEIR APPLICATION**

- a. From the moment you register, visit or use this website and its online platform you agree with and you commit to apply the terms and conditions here below.
- b. Battle of Green Talent is authorized to change the terms and conditions at any time. In case of adjustment, the new terms take effect 15 days after its publication on the website.
- c. The rules, privacy statement and other documents published on the site should be seen as a whole with these general conditions. And they are therefore part of those terms.
- d. For questions or comments about these terms, you can contact us at [info@battleofgreentalent.com](mailto:info@battleofgreentalent.com).

### **ARTICLE II. REGISTRATION AND MEMBERSHIP**

- a. Entrepreneurs and Talents register for Battle of Green Talent by creating an account as an individual. They (can) collaborate on the platform as a team, but each team member has his/her own account. Entrepreneurs: There will be 2 types of student entrepreneur teams: (1) EIT InnoEnergy Year 2 students. (2) Student teams from InnoEnergy partner universities with a venture idea in sustainable energy. They are not registered as InnoEnergy students. Those students/teams are by invitation only. (invited by a faculty member of the InnoEnergy programmes). Talents: Can be from universities or education organisations linked or not linked to InnoEnergy. E.g. design school.
- b. As an investor, you can choose to create an account as an individual, or if you prefer to collaborate with other investors, to create one account for the entire team. In the latter case, each team member signs in with the same account. Each member of a team should currently be enrolled as a student in an InnoEnergy (partner) or other invited business school programme.
- c. A participant (member of a team or an individual participant) may only sign up with one account in the game. This means that a participant cannot have more than one role (entrepreneur, talent or investor). If someone has been subscribed twice, one will be disqualified and banned from the game.
- d. By registering, you declare that the given personal information is accurate. You shall therefore at all times guarantee that this information is truthful and not deceptive or misleading. Once your registration is accepted, you are a Battle of Green Talent member.
- e. By closing your membership account, you declare being legally responsible for all

- information that you did spread in the context of the competition (on the website, the online platform and beyond).
- f. Battle of Green Talent may at any time, without giving any reason, give an end to your membership.
  - g. Battle of Green Talent may stop any of its services after due notice at any time
  - h. As a member you are responsible for the correct usage and all consequences of the website and online tool.
  - i. In case of conflict with one or more members or other interested parties, you can never hold Battle of Green Talent liable.
  - j. As a member of Battle of Green Talent, you are responsible for the use of user names or passwords and for keeping the confidentiality of this information. In case of theft or abuse of the latter information, you should notify the organization as soon as possible at [info@battleofgreentalent.com](mailto:info@battleofgreentalent.com) with the subject LOGIN.

### **ARTICLE III. THE RULES OF THE GAME**

- a. The ranking of participating entrepreneurial teams is influenced by the amount of (virtual) money being invested in the particular teams.
- b. The participating investors/investor teams will be ranked in order of their investment portfolio.
- c. The final ranking of the participants (entrepreneurial teams and investors) will be settled at the final event
- d. Registered investors can challenge an idea of an entrepreneurial team, meaning that they can question the technical feasibility of an idea. If required, one or more experts will be consulted to judge on the feasibility. If the idea turns out to be technically unfeasible, the participant might be excluded from the game.
- e. Participants agree on the fact that they will never disclose any idea (or part of an idea) from the game to a third party, without the written consent of the idea owner. In case of infringements, a penalty of 30,000 EUR will be paid in one single amount. Moreover, the owner of the idea will hold the right to claim a higher compensation when the damage exceeds the standard penalty.

### **ARTICLE IV. PRIZE**

Two main prizes have been foreseen in this game.

- a. The prize for the top entrepreneurial team at the end of the game: a cash prize of €10,000.- and a voucher worth €5,000.- to benefit from student start-up incubation services from EIT InnoEnergy.

- b. The prize for the top investor (team) at the end of the game: A cash prize of €10,000.- and the opportunity to attend TBB.2021 for free, with travel and lodging expenses covered for a value of up to €5.000,-.
- c. The prizes are non-negotiable (and not transferable).
- d. The winning participants must be present (in person or attending digitally) during the final event and the prize ceremony in order to receive their prize. The effective hand over of the prize will happen within 3 months following the ceremony.

## **ARTICLE V. INFORMATION AND RECOMMENDATION**

- a. The organization recommends that the entrepreneurs first check with their university or academy before submitting 'sensitive' information about their idea. Illegal use of material (intellectual rights) which is propriety of an organization or an individual must be avoided.
- b. Each working day, the universities have the possibility to review all materials submitted by the participants subscribed to the corresponding university. Reviews can happen before any content appears on the online tool. If they disagree with the content (for example for intellectual property rights reasons), they have the possibility to block/withdraw the information.
- c. Every organization or individual (except the participants) that has given a direct or indirect contribution to the elaboration of an idea or an entrepreneur's plan must be mentioned in the one-pager or uploaded media. This quotation should also include a brief description of the contribution.
- d. Disclosing information on Battle of Green Talent does not imply the transition of intellectual property (IP) ownership to EIT InnoEnergy. Within the boundaries of legal frameworks, a participant thus remains the owner of his/her intellectual property. Participants have the full responsibility to ensure that their disclosure of potential IP sensitive information does not hamper the (potential) future legal protection of what has been disclosed.
- e. Entrepreneurial teams have the full responsibility to make agreements amongst themselves about the allocation and division of intellectual property rights.
- f. For more information about intellectual property rights and protection: contact your local technology transfer offices, or send an e-mail to [info@battleofgreentalent.com](mailto:info@battleofgreentalent.com).

## **ARTICLE VI. PUBLIC DATA**

- a. The term "public data" means any form of information transferred to the website or to (one of) its members. This includes: the entry of personal data from yourself and

- your teammates, sending messages, uploading files, etc.
- b. You are, as a member, responsible and liable for the legality and the impact of making this information public.
  - c. None of the public data may infringe on copyright or other proprietary rights.
  - d. Public data may not be defamation, harassing, abusive, libelous or threatening.

## **ARTICLE VII. COMPLAINT**

- a. If you notice improper use of the website such as harmful or illegal information, we ask you to notify us as soon as possible at [info@battleofgreentalent.com](mailto:info@battleofgreentalent.com)
- b. If Battle of Green Talent observes irregular use of the website, the organization will take the necessary actions (for example, putting as soon as possible off-line the identified harmful or illegal information content).
- c. The complaints procedure is in line with the EU Directive 2000/31/CE on electronic commerce.

## **ARTICLE VIII. COPYRIGHT, PRIVACY AND NORMAL USE OF THE WEBSITE**

- a. Copyright Battle of Green Talent., all rights reserved: all information, texts and all images such as photographs, drawings and other graphical elements on this website are copyright protected. You may consult all these data only for personal use. This may never be in conflict with one of the conditions. Any other use of the website and the report's details, including commercial use, is strictly prohibited.
- b. The user who does not comply with this limitation does also not comply with articles 2 and 5 of the law of December 8, 1992 on the protection of privacy with regard to the processing of personal data and will be liable to fines.
- c. When a user provides public information, such as texts, photographs, sculptures, drawings and graphics input (e.g. when creating a profile), he also gives the right to the organization to publish this information on both the website and the online platform.
- d. The participants agree to support the organization regarding communication actions during the game and after the closing ceremony. Moreover, the participants agree to grant the organization, free of charge, an irrevocable, royalty-free, perpetual worldwide license to use any material (including any text, photographs, graphics, video or audio) in any way they require (including modifying and adapting it for operational and editorial reasons) in any media worldwide.
- e. The participants agree on the fact that their personal data (e.g. email address) might be used by Battle of Green Talent and its partners (EIT InnoEnergy, Venture Spirit) in order to contact participants with regard to Battle of Green Talent.

- f. The Participants that will be receiving credits from the EIT InnoEnergy partner university or business school where they are registered as a student agree that their avatar in the game and team name can be shared with their respective professors in order for those professors to observe their progress.
- g. Following the law of 08/12/1992 (concerning the use of personal data), the participants have the right to ask more information about the data contained in the database of the organization. The participants also have the right to ask the improvement of those data by writing to [info@battleofgreentalent.com](mailto:info@battleofgreentalent.com). A participant can, at any time, ask to remove his/her name from the database. To do so, he/she has to take contact with the organization via [info@battleofgreentalent.com](mailto:info@battleofgreentalent.com). For more information about the usage of the data, the participants can consult the committee for the protection of the personal data.
- h. Everyone is allowed to make links pointing to this site (or a section of it). There is no restriction, unless you make use of a frame-technology and/or if it is unclear for the visitor on which site he is surfing at that moment.

## **ARTICLE IX. RIGHTS, GUARANTEES AND LIABILITY**

- a. Battle of Green Talent keeps all rights except in case the Battle of Green Talent expressly hands them over to another party.
- b. Under no circumstances will the organization be liable for loss, damage, costs or expenses arising from or in any way connected with Battle of Green Talent, including the following types of loss or damage:
  - a. any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
  - b. any indirect or consequential loss or damage whatsoever.
- c. Battle of Green Talent cannot guarantee a perfect and uninterrupted operation of its service. There are no guarantees about the reliability of the information.
- d. As a user of Battle of Green Talent you accept the full liability and responsibility on your page and all available information, photos, links, buttons, banners and text links including the comments and posts on your page. You can change your information or remove the page at all times.

## **ARTICLE X. INDICATIONS AND WARNINGS**

The Battle of Green Talent expects you to have read and understood all instructions and warnings on this site. If you go anyway further with a specific action despite those indications

and warning, this will be explicitly considered as your own responsibility.

## **ARTICLE XI. ORGANIZATION**

The Battle of Green Talent is facilitated by Venture Spirit. The organization has the right, at all time, to remove or outsource a subset of the Battle of Green Talent to a third party.

## **ARTICLE XII. TERRITORIAL USE**

The use of this website is strictly prohibited in countries where the whole or a part of the conditions found on this site are not allowed in the local law.

## **ARTICLE XIII. CONFLICT COMMITTEE**

- a. Every arising conflict about the competition should be sent to the organization of Battle of Green Talent via [info@battleofgreentalent.com](mailto:info@battleofgreentalent.com). After a first mediation attempt by the organization, (arising) conflicts will be handed over to the conflict committee.
- b. The conflict committee will be composed of 3 people: one representative of EIT InnoEnergy, one representative of Venture Spirit, and one representative of a university/business school. EIT InnoEnergy is responsible for the creation of this committee. The decision taken by the committee is binding and final and may not be appealed.

## **ARTICLE XIV. LAW IN APPLICATION**

These rules fall within the scope of the Belgian Law and any dispute will be determined by the exclusive jurisdiction of the court of Ghent.

## **ARTICLE XV. FINAL CLAUSE**

If any provision contained in these Terms and Conditions shall be prohibited by or adjudged by a court to be unlawful void or unenforceable such provision shall to the extent required be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the remaining Terms and Conditions.