

TRUSTCHAIN HACKATON TERMS AND CONDITIONS

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These terms and conditions (the “**Terms**”) cover your participation as participant or evaluator to the TrustChain Hackaton (the “**Event**”) organized by the TrustChain Consortium (“**Organizer**”), represented here by its coordinator European Dynamics Luxembourg SA, having its registered seat at Rue Jean Engling 12, Luxembourg 1466, Grand Duchy of Luxembourg and registered under enterprise number RCS B64911, in the framework of the TrustChain project funded under European Commission grant agreement no. 101093274 (the “**Project**”).

By registering as participant to, or accepting your role as evaluator in, the Event, you unambiguously confirm without reservation that you (a) are not a minor and are legally able and authorized to enter into binding agreements, (b) when enrolling in the Event on behalf of a legal entity, are authorized to legally represent said legal entity and (c) acknowledge to have received, read and to fully agree with these Terms in their entirety without reservation, including the limitations of liability and disclaimers of warranty contained herein. Such acceptance of the Terms constitutes a binding legal agreement between you and Organizer (“**Agreement**”).

You and Organizer shall each be a “**Party**” to the Agreement, and shall together be referred to as the “**Parties**”.

1 GENERAL

The language of, and under, these Terms and for all communications made between the Parties in the context of the Event will be English.

Where reference is made to certain laws or regulations, such reference shall also include any change, replacement or annulment of said laws or regulations, including any related executive decisions.

Where possible given the context, singular words shall be interpreted as also including the plural and vice versa.

Any general terms and conditions, terms of sale and/or procurement, invoicing and payment terms or any other specific terms of an Applicant, Participant or Evaluator do not apply, even if they provide that they do apply.

The titles and headings included in this these Terms are for convenience only and do not express in any way the intended understanding of the Parties. They shall not be taken into account for the interpretation of the provisions of these Terms.

The words "include", "including" and all forms and derivatives thereof shall mean "including but not limited to".

DEFINITIONS

For the purposes of the Terms, capitalized terms shall have the meaning as specified by reference in the preamble or text of these Terms or as defined as follows:

Applicant: means the natural person or legal entity who alone, or together with one or more other natural persons or legal entities in a team, submits a proposal to enrol in the Event.

Evaluator: means the natural person with specific expertise and knowledge who has been invited by the Organizer to be part of the Judging Panel and has accepted such invitation by entering into the Agreement.

Confidential Information: means any information, data, materials or knowledge kept in whatever form (whether on paper or transmitted or stored electronically) belonging to, concerning or under the control of one of the Parties (the “**Disclosing Party**”) which is made available or disclosed to the other Party (the “**Receiving Party**”) in connection with the Event and which is commercially proprietary, sensitive, non-public or confidential by nature, whether or not explicitly indicated as such by one of the Parties. Information that in any case shall be considered as confidential: (i) trade secrets, (ii) technical details (including software, both in source and object code as well as non-public documentation) of, and knowhow about any technical processes, systems, infrastructures, networks and interfaces, (iii) all data and information of Organizer, other participants and evaluators related to their employees, customers and suppliers, (iv) information regarding business operations and strategies. Information which shall not be considered as confidential: any information for which the Receiving Party can demonstrate that (i) it was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (ii) was or has become generally available to the public other than as a result of disclosure by the Receiving Party or its agents; (iii) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party’s knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party; (v) that the Disclosing Party has disclosed to unaffiliated third parties without similar restrictions; or (vi) for which the Receiving Party can demonstrate that the Disclosing Party disclosed the information with the clear intent for it to be public. For the avoidance of doubt, a high-level description of (i) the Participant as an entity or team, (ii) the Submission as well as (iii) the ranking of the Submission made by the Judging Panel, shall not be construed as confidential.

GDPR: means EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Intellectual Property Rights: means all brands, logos, trademarks, service marks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, software, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world.

Judging Panel: means the group of Evaluators who will evaluate as a collegial body the applications of the Applicants as well as the Submissions to determine the Winner.

Participant: means the Applicant who, alone or as a team, fulfils the eligibility criteria and has been selected to participate in the Event under the terms and conditions for Participants set forth herein.

Participant Materials: means all works, materials, documents or other information which are created or owned by, or licensed to, the Participant and which the Participant makes available to the Organizer and the Judging Panel as part of the participation to the Event.

Prize: means the reward selected and communicated by the Organizer to be awarded to a Winner by the Organizer upon selection by the Judging Panel.

Submission: the end result of the Participant's participation to the Event which Participant submits for evaluation and potential selection by the Judging Panel.

Winner: the Participant(s) whose Submission(s) is(are) selected by the Judging Panel as a winning entry among all Submissions and therefore eligible for one of the Prizes.

2 ELIGIBILITY AND OBLIGATIONS

Applicants

Applicants shall only be eligible to become Participants if:

they (or their representatives for legal entities) are not a minor in their country of residence;

they have a valid VAT identification number;

they legally reside or, for legal entities, have their registered seat in any of the following countries:

1. the Member States (“**MS**”) of the European Union (“**EU**”), including their outermost regions;
2. the overseas countries and territories linked to the Member States;
3. all Horizon Europe associated countries fulfilling the requirements in Article 16 of the Horizon Europe Regulation (Regulation (EU) 2021/695).

If an Applicant is a legal entity, the legal entity shall ensure that all rules and obligations set forth herein shall, during its candidacy and upon its selection as Participant, be binding to all its directors, employees, contractors and agents active in the Event.

Applicants must complete the application form made available by the Organizer to confirm their application to participate in the Event. The application form will be made available on the TrustChain website (<https://trustchain.ngi.eu/>; hereinafter “**Website**”). The Website may include additional conditions for eligibility, as long as they are communicated at the latest at the end of the application period.

Applicants understand and agree that participation to the application and selection process will not be reimbursed and that Applicants have to bear all costs and expenses related to their participation to the application and selection process. This includes costs for travel, equipment, personnel, services, etc.

The requirements for an eligible application to the Event are set forth in the invitation documents published on the Website for the Event as well as in this clause:

- ii. Applicants can form teams up to 5 natural persons and/or legal entities when applying to participate in the Event. Such teams must remain stable upon selection as Participant;
- iii. each Applicant can only submit one (1) application and cannot participate in multiple applications;
- iv. only applications submitted within the application period as published on the Website will be considered. All applications which are submitted belatedly, will be excluded automatically;
- v. only the number of highest ranking applications as listed on the Website, scored in accordance with the criteria set forth in the invitation documents published on the Website, shall be selected for participation. In case of a tie between two or more applications, the

date of submission of the application shall be decisive for selection with the earlier application prevailing.

By submitting an application, each Applicant confirms unequivocally that:

all information, attestations, representations and claims provided or made as part of, or in connection with, the application are accurate, truthful, complete and up-to-date;

the Applicant shall at all times be free from conflicts of interest as set forth in Article 7;

the Applicant is available to participate in the Event once selected and this for the full period of the Event;

the Applicant is not in a (pending) situation of bankruptcy, cessation of payments, being wound up, suspension of activities, protection against creditors or any similar situation and that it has the necessary resources available to participate in the Event;

the Applicant, once selected, is committed to participate seriously in the Event, with the aim of providing a Submission of good quality, professionalism and workmanship in accordance with the requirements of the Event.

the Applicant is not subject to any of the exclusion scenarios mentioned in Article 138 Regulation (EU) 2024/2509;

Applicants understand and agree that there will two distinct tracks ("**Tracks**") during the Event:

one for Participants who are or have been participating in the Project as recipients of a sub-grant (but are not a member of the Organizer);

one for Participants who have not participated in the Project at all.

Applicants will therefore indicate in the application form whether they have already participated in the Project to determine in which Track they may, if selected, be enrolled. At the end of the Event, the Judging Panel will select Winners from each Track independently.

3 PARTICIPANTS

Participants shall be informed via email of their selection as well as of the Track in which they will participate.

Participants shall bear all costs and expenses related to their participation to the application and selection process. This includes costs for travel, equipment, personnel, services, etc.

Each Participant warrants that:

- i. it shall comply for the whole duration of the Event with the requirement set forth in clause 0 above;
- ii. the Participant does not have any conflicts of interest as set forth in Article 7 for the whole duration of the Event;
- iii. all Participant Materials relevant to the Submission are legally and validly owned by, or licensed to, the Participant;
- iv. all information, data, materials and documents submitted during the Event are accurate, truthful and up-to-date and not, in any way, misleading or fraudulent;
- v. the Submission, leveraging Participant Materials, is the result of Participant's own efforts in and during the Event and has not been created or generated by third parties who are not a Participant or a notified contractor of an Applicant;
- vi. when the Participant is part of the Track for Participants who have already participated in the Project, the Participant warrants that the Submission is sufficiently new and innovative and does not simply reiterates the results for which the Participant received a sub-grant in the Project;
- vii. the Submission, as well as all Participant Materials used, comply with all applicable laws and regulations, including data protection law, cybersecurity law, etc. and shall not, in any way, be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, threatening, abusive, xenophobic or otherwise improper;
- viii. the Submission shall be of good technical quality and shall conform to the requirements of the Event and shall not be mere commercial material or advertisements;
- ix. the Submission and the Intellectual Property Rights related thereto can and will be licensed to the Organizer and the Evaluators for the purposes and under the conditions set forth herein.

The Participant shall keep appropriate evidence demonstrating that the Participant Materials and the Submission materially conform with the requirements in the previous clause. The Organizer shall have the right to request and receive such evidence upon reasonable suspicion of infringement.

4 EVALUATORS

Without prejudice to clause 0, the Evaluator shall not, in any way, participate as Applicant or Participant to the selection process or the Event, nor shall the Evaluator advise, or have advised in a period of 12 months before the Event, the Applicant or Participant. If the Evaluator determines during the deliberations of the Judging Panel concerning applications or Submission that the conditions of this clause are not fulfilled, the Evaluator shall immediately inform the Organizer who shall take appropriate action to ensure the impartiality and objectivity of the evaluation processes. Such may include the Evaluator abstaining from evaluating a particular application or Submission or the Evaluator's entire replacement.

Notwithstanding the previous clause, if the Evaluator is an employee or representative of a consortium member which is part the Organizer and determines that he or she has to assess an Applicant or Participant who the Evaluator has assisted in the course of the Project, the Evaluator shall immediately excuse her- or himself from the deliberations and shall not be part of the Judging Panel considering this application or Submission.

The Evaluator shall be selected upon invitation by, and at the sole discretion of, the Organizer. In no event shall the Organizer be required to consider voluntary applications for the position of Evaluator.

The Evaluator shall be free of any conflicts of interest as set forth in Article 7 during the application and selection process as well as for the whole duration of the Event.

The Evaluator shall have the required technical and scientific expertise to judge in a professional, skilled, knowledgeable and workmanlike manner the applications and Submissions. The Evaluator shall have the required soft skills (such as communication and collaboration skills) to work together in a collegial manner with the other members of the Judging Panel.

The Evaluator shall assess the applications and the Submissions objectively, independently and based solely on the merits and quality of the application or Submission itself. The personality, nationality or other personal or professional characteristics of an Applicant or Participant, which are not referred to herein explicitly as eligibility criteria and which are not relevant to the substance of an application or Submission, shall not be taken into account. The Evaluator shall in any case and at all times refrain from any discriminatory, xenophobic, prejudiced or biased conduct in her or his assessments and the deliberation of the Judging Panel.

The Evaluator shall not be allowed to sub-contract his or her role as Evaluator to a third party. If the Evaluator is not able to participate in the Judging Panel during the Event, the Evaluator shall inform the Organizer as soon as possible to allow the Organizer to search for a replacement. In such event, the Evaluator shall provide the names and contact details of two individuals of whom Evaluator believes that they could be good replacements. Organizer reserves the right, however, to select any replacement Organizer deems suitable.

The Evaluator shall refrain from communicating publicly about the Applicants, Participants, other Evaluators, the Applicants' applications and the Submissions or the Judging Panel's deliberation. For the whole duration of the assignment as Evaluator, the Evaluator shall refrain from having any personal contact with any Applicant or Participant. During the Assignment, the Evaluator is not allowed to provide feedback to Applicants prior to selection to improve their application nor is the Evaluator allowed to provide feedback to any Participant during the Event. The results of the Judging Panel's deliberation shall be communicated to the Organizer and the Organizer shall inform Applicants and Participants of the results. The Evaluator shall also refrain from making any negative or derogatory comments or statements about the Organizer, the Project and the Project's outcomes.

5 EXCLUSIONS

Each Applicant shall be excluded from the selection process immediately, without formal notice of default, when:

the Applicant does not fulfill the eligibility criteria for applicants or no longer fulfills them;

in case any information, attestations, documents or assurances provided by the Applicant are found to be inaccurate, incomplete, outdated, misleading or fraudulent;

when there are clear indications that the Applicant with its application violates (i) applicable laws or regulations, (ii) any rights of third parties or (iii) these Terms;

when there are clear and documented indications that Applicant's participation to the selection process or the Event threatens the reputation and good name of the Organizer or the European Union.

In case of such direct exclusion, the Organizer shall no longer be required to have the Judging Panel assess the application on its merits, but shall simply inform the Applicant of its exclusion as well as the reasons for the exclusion.

Each Participant shall be excluded from the Event immediately, without formal notice of default or being eligible for any compensation, when:

any of the exclusion criteria for Applicants become applicable during the Event;

there are reasonable indications that the Participant Materials used for, or shared with the Organizer and/or the Judging Panel in the context of, the Event and/or the Submission violate (i) applicable laws or regulations, (ii) any rights of third parties or (iii) these Terms;

the Participant communicates or acts dishonestly, rudely, unprofessionally or in any other way unbecomingly for a professional placed in such circumstances;

the Participant's conduct undermines in any way the fairness of the competition, such as attempts to bribe or unduly influence the decision of the Judging Panel;

the Participant, or one of its members, participates in more than one Submission.

Each Evaluator shall be excluded from the Judging Panel immediately, without formal notice of default or being eligible for compensation, when:

the Evaluator does not comply with any of the obligations set forth in clauses 0 to 0;

there is any indication that the Evaluator violates, or threatens to violate, using any information, knowhow, materials, documents or other input obtained as a consequence of being an Evaluator, the Intellectual Property Rights, trade secrets or reputation of an Applicant or Participant.

6 PROCEEDINGS

The details of the Event, such as duration, agenda and location, as well as the key quality indicators of the Submissions and the Prizes to be won, shall be communicated via the Website.

Applicants understand and agree that only the number of Applicants specified on the Website will be selected to participate in the Event. The Judging Panel shall decide at its own discretion but in accordance with these Terms which applications are selected for participation in each Track of the Event. The Judging Panel shall endeavour to take the selection decisions by

consensus. If consensus cannot be reached, the Judging Panel decides by majority vote. The Applicant accepts that the Judging Panel's decision is final and that any appeal shall be governed in accordance with Article 0.

Participants shall work to provide their Submission by the deadline mentioned on the Website, which is at the end of the 5-day Event. Participants may be asked to give a presentation explaining their Submission to the Judging Panel. The duration, location and venue (digital or physical) for the presentation shall be communicated via the Website. The Participants shall be informed before the presentation takes place if and to what extent the presentation shall be taken into account by the Judging Panel when evaluating the Submission.

The Judging Panel shall deliberate in a collegial manner and shall decide by consensus, or if consensus cannot be reached, by majority vote which Submissions are ranked first, second and third in each Track. If the Judging Panel decides that there are insufficient Submissions of good quality according to the key quality indicators published on the Website to be eligible to be ranked in first, second and/or third place, the Judging Panel can decide not to fill the first, second and/or third place, as applicable, which means that the corresponding Prize shall not be awarded. The decision of the Judging Panel is final and any appeal shall be governed in accordance with Article 0.

The results of the deliberation shall be communicated to the Organizer, who awards the corresponding Prizes.

Without prejudice to any confidentiality and communication obligations and restrictions set forth herein, all communications by Applicants and Participants made in the context of the Event shall always, whatever their form (print or digital) display the NGI emblem [available [here](#)].



The emblem should always be accompanied by the following text: *"TrustChain is Funded by the European Union under GA No 101093274. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Commission. Neither the European Union nor the granting authority can be held responsible for them."*

7 **CONFLICT OF INTEREST**

Applicants, Participants and Evaluators shall avoid any situation where personal interests may influence or may be perceived as influencing the impartial and objective performance of their duties and responsibilities under these Terms. A personal interest being understood as any benefit, or potential benefit, of a financial or non-financial nature, for the Applicant, the Participant, or an Evaluator, as the case may be, or as a member of a body, including but not limited to a benefit for a direct family member (being any parent, child, brother, or sister), spouse, or partner. Upon becoming aware of a conflict of interest, the Applicant, Participant or Evaluator shall immediately inform the Organizer and provide any information the Organizer reasonably requires to carry out its assessment. The Organizer may ask to take appropriate measures to avoid or resolve the conflict of interest, including, but not limited to, establishing strict non-disclosure procedures, putting in place additional safeguards to protect Confidential Information, up to exclusion of the Applicant, Participant or Evaluator.

Evaluators shall neither solicit nor accept, for itself or any other person any Advantage connected with the performance of the Terms.

“Advantage” means any gift, hospitality, or other benefit of a financial or non-financial nature which objectively improves the financial, legal, or personal situation of the recipient or any other person and to which the recipient is not entitled by law. Minor hospitality offered during a work-related meeting, shall not be considered as an Advantage. An Advantage is considered connected with the performance under these Terms if it is offered on the basis of the Evaluator’s position as a member of the Judging Panel, rather than on a personal basis or on the basis of other professional relationships. The Evaluator shall inform the Organizer without undue delay of any Advantage connected with the performance under these Terms.

8 **INTELLECTUAL PROPERTY**

All Parties acknowledge and agree that all Intellectual Property Rights in relation to the applications to participate, Participant Materials and Submissions as well as in relation to any documents, software, works and other materials made available through the Website or in the context of the Event shall vest in and remain owned by the Party who generated them or to whom such Intellectual Property Rights were licensed by a third-party licensor. Nothing in these Terms shall be construed as transferring Intellectual

Property Rights from one Party to another or to a third party. You will take any and all actions necessary, and assign all rights as may be required, to ensure that all rights and title to Intellectual Property Rights shall vest as described in this clause.

You understand that as part of the Event, you may have to use software owned or licensed to third parties but made available by the Organizer, which may be subject to separate terms and conditions. In such event, we will inform you of the use of such third-party software. Insofar and to the extent allowed under applicable law, the Organizer disclaims any liability with regard to such third-party software or the use you make thereof.

As Applicant or Participant, you grant to the Organizer and the Evaluators, for the duration of the Event, a limited, non-exclusive, non-transferable, non-sub-licensable, worldwide right to access and use your works, documents, software and other materials protected by Intellectual Property Rights for the purposes of the Event as described herein. For the avoidance of doubt, such license will include the right to copy, analyze, re-engineer, decompile, translate or reproduce the works encumbered with Intellectual Property Rights insofar as required to assess the application or the Submission as well as the right to make public, distribute or transfer to third parties such Works to the extent necessary to provide a high-level description of the Event and the Submissions on the Website, social media and other digital or printed communication channels.

You will not remove any trademarks, trade names logos or brands from any aspect or component of the works, documents, software and materials made available in the context of the Event which are not owned by you. You grant the Organizer, for the duration of the Event, a non-exclusive, non-assignable, worldwide license without right to grant sub-licenses to use and display your logo and trade name for the communication about, and the promotion of, the Event and the Project.

9 CONFIDENTIALITY

Each Party acknowledges that it may be furnished, receive or otherwise have access to Confidential Information of the other Party in connection with the Agreement. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and secure and will protect it from unauthorised use or disclosure by using at least the same degree of care as the Receiving Party employs to avoid unauthorised use or disclosure of its own Confidential Information of a similar nature, but in no event less than reasonable care. This does not prevent either Party to submit Confidential Information of the other Party in any legal proceedings against the other Party.

The Receiving Party may disclose Confidential Information of the Disclosing Party to any employee, director, contractor or representative who has a need to know the information for the purposes of these Terms and who is bound to the Receiving Party to protect the confidentiality of the information in a manner substantially equivalent to that required of the Receiving Party. The Receiving Party may also disclose Confidential Information of the Disclosing Party to the Receiving Party's regulatory agencies and auditors provided they are made aware of the Receiving Party's obligations of confidentiality with respect to the Disclosing Party's Confidential Information and execute confidentiality agreements as required by these Terms or are bound by similar statutory confidentiality obligations.

If any unauthorised disclosure, loss of, or inability to account for any Confidential Information of the Disclosing Party occurs, the Receiving Party will promptly notify the Disclosing Party and will cooperate with the Disclosing Party and take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation and any damage resulting from it and to prevent a recurrence of the violation.

10 DATA PROTECTION

As part of providing your application to participate in, or your participation in, the Event, personal data may be processed in the sense of Article 4 GDPR. Both you and Organizer acknowledge that such processing may take place and both Parties agree to comply with their respective obligations under the GDPR and applicable national data protection legislation (together referred to as "Data Protection Law").

You will always be an independent controller for the personal data which you process in your role as Applicant or Participant. If you are an Evaluator, you acknowledge and agree that all personal data you have received to assess an application or Submission you will solely process under the authority of the Organizer in the sense of Article 29 GDPR, without prejudice to clause 0.

The Organizer processes personal data of Applicants, Participants, Evaluators as well as personal data of third parties contained in the application, Participant Materials or Submissions as independent controller. The Organizer is a collection of organizations and companies who act together as joint controllers for the processing of personal data as set forth in this clause. They have agreed that data subjects shall be informed of the processing of their personal data by the Organizer via the Website and that data subjects can exercise their rights under Data Protection Law by using the contact details provided in the privacy notice published on the Website.

Applicants and Participants shall at all times ensure that they have obtained the necessary permissions and authorizations required to share personal data with the Organizer when registering to, and participating in, the Event. They shall provide the data subjects of whom they share personal data with Organizer with the Organizer's privacy notice as made available on the Website.

The Applicants and Participants shall indemnify and hold the Organizer and the Evaluators harmless for any violation of their obligations set forth in this Article 10.

TERM AND TERMINATION

These Terms shall apply for as long as you are an Applicant, Participant or Evaluator and in any case from the moment it becomes possible to apply for the Event until one (1) month after all Prizes have been awarded.

Articles 8, 9 and 10 shall continue to apply for two (2) years after the end of the Event.

Liability

To the fullest extent permitted under applicable law, Parties shall not be liable for any indirect or consequential loss or damage suffered by the other Party, such as any loss of opportunity, profits, revenue, turnover or any other financial or commercial losses, missed savings and loss of data, whether this loss or damage arises from a breach of contract or duty in tort.

The Organizer's liability for direct damages shall be limited, in aggregate, to the amount which is awarded as Prize to the Winner ranked in first place.

Nothing in these Terms shall exclude a Party's liability for fraud, gross negligence or wilful misconduct.

Entire Agreement

These Terms as well as any specific instructions regarding registration or participation to the Event as duly communicated by the Organizer via the Website constitute the entire agreement between the you and the Organizer with respect to the subject matter and supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter. Your own terms and conditions, terms of sale, procurement or invoicing terms do not apply.

Waiver

No failure to exercise or any delay in exercising any right, power or remedy by the Organizer operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on us unless made in writing.

Assignment

You may not assign any of your rights and obligations hereunder to another party.

Severability

If any provision in or any part of the Terms is or becomes invalid, non-binding or unenforceable, such provision will be severed from the Terms, the

remainder of these Terms will remain in full force and effect, and you will negotiate with the Organizer in good faith to replace the severed provision with a provision that achieves, to the greatest extent possible, the intent of the severed provision

LOGGING

The Organizer may register access to any online enrolment or participation platform the Organizer provides for Event follow-up and security reasons. The Organizer keeps an up to date log in which the Organizer stores data relating to your use of such platforms. You agree that this log provides evidence that access has been gained to such platform and that the platform has been used by you in a certain way, unless you can provide proof to the contrary.

Independence

You acknowledge and agree that you do not have any authority to represent the Organizer as to any matters unless expressly authorized under these Terms. Nothing in these Terms shall be construed as creating a partnership, agency or joint venture relationship between an Applicant, Participant or Evaluator on the one hand, and the Organizer on the other.

Each Party acts independently and nothing herein shall be construed as creating an employer-employee relationship.

Governing law

These Terms and all respective rights and obligations hereunder shall be governed by and shall be construed in accordance with the laws of Belgium without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction.

Disputes

All disputes, controversies or claims arising out of or in connection with these Terms shall first be submitted to the competent courts in Brussels, Belgium.