# Terms and Conditions of the QING Innovation Track within the Competition for Climate Adaptation in Food Systems

These Terms and Conditions apply to the "QING Innovation Track", which is organized by Wageningen University ("WU") in collaboration with CCAFS, GAIN, IAAS, CSAYN and QING.

## 1. Definitions

- \* Award: The prize money or in-kind contribution as specified on the Challenge's webpage and awarded to an award-winning Team
- \* Challenge: The QING Innovation Track
- \* Deliverable: The product to be provided by a Team as required by WU under the Challenge, such as the concept note, vlog and business concept.
- \* Participant: A natural person meeting the Admission Requirements and who has duly signed up for the Challenge.
- \* Team: A group of up to 5 Participants that participate in the Challenge under the same team name.

## 2. Participation

WU will organize the Challenge with due care and will set up the Challenge as a learning experience for the Participants. Participant agrees to participate in the Challenge in a cooperative way. Participant shall comply with the instructions laid down in the Handbook and otherwise given by WU.

### 3. Liability and Insurance

Participation in the Challenge is at the Participant's own risk and expense.

Participant acknowledges that participation in the Challenge may preclude Participant and the Team from obtaining intellectual property protection for the Team's entry. WU excludes any liability in respect thereto.

- 4. Non-confidentiality, intellectual property and media
- \* Non-confidentiality

The Challenge is public in nature. Disclosure of any information required under the Challenge in whatever form is on a non-confidential basis.

Each Participant grants WU the non-exclusive right to publish and reproduce the Deliverables submitted in whole or in part, for all purposes and any form (written, digital or otherwise).

# \* Intellectual property

Each Participant ensures that the Challenge submission and any part thereof:

- is the Participant's own and original work;
- does not infringe copyrights, trademarks or other intellectual property or other rights of any person or entity (such as rights of privacy, publicity) and indemnifies WU from any third-party-claims relating thereto.

WU will not claim ownership of intellectual property of the information, documents, videos and other items that Participants submit in connection with the Challenge.

## \* Media

WU and its organizing partners (CCAFS, GAIN, IAAS, CSAYN and QING) have the right to publish and reproduce photos, videos and other content produced during and related to the Challenge without prior approval of the Participant displayed. WU is entitled to allow partners of the Challenge to publish and reproduce such material on their social media channels or otherwise.

### 5. Award

The jury's decision will be final and not subject to debate.

Any monetary part of the Award will be in Euro. Any fiscal and/or financial consequences of the Award will be fully borne by the winning Team and its Participants. Participants of an award-winning Team will decide among themselves who will receive the Award and provide WU and QING with this information. Payment to a Participant discharges WU and QING of its payment obligation concerning the Award.

#### 6. Miscellaneous

WU reserves the right to modify, suspend or cancel the Challenge of any aspect thereof at its own discretion and without being liable towards Participant. All Participants will be informed about modifications as soon as possible.

WU reserves the right to disqualify a Participant or its Team, if a Participant does not comply with the Terms and Conditions, or other reasonable instructions of WU, or exhibits any kind of unlawful or undesirable conduct. This will include a Participant found to have committed plagiarism, infringing intellectual property rights and/or unlawful use of information.

WU assumes no responsibility for incorrect or inaccurate information regarding the Challenge, or any late, lost or misdirected entries, whether caused by any of the equipment or programming associated with or utilized in this Challenge or by any human error which may occur in the processing of the registration in this Challenge.

In the event of conflicting provisions in various documents applying to the Challenge the order of priority shall be as follows: 1. Terms and Conditions, 2. Competition handbook, 3. other documents.

# 7. Applicable law and jurisdiction

The agreement and legal relationship between WU and Participant is governed by Dutch law. Any dispute arising in connection with the agreement will be settled by the Gelderland District Court, Arnhem location.