

Terms and Conditions for participating Challenge Labs 2021 in Estonia

1. The Participant will take part in Challenge Labs 2021 in Estonia (*referred to as "Activity"*) as a part of Regional Innovation Scheme KAVA (EIT Food KAVA #21295) (referred to as "Activity Line") on 19.-21.11.2021
2. The Participant is invited to participate in the Activity free of charge, i.e. without any tuition fees.
3. Participation in the Activity constitutes Participant's full and unconditional agreement to and acceptance of these Terms and Conditions.
4. The Participant is expected to attend each item of the agenda.
5. As part of the Challenge Labs activity, Participants will gain the following knowledge and/or skills:
 - a. Insights into the challenges of food industry, circular economy, food packaging, nutrition.
 - b. Innovation methods such as design thinking and how to successfully apply them to agrifood challenges
 - c. Tools and useful materials to support the process of creating new solutions for the agrifood challenges
6. Participant can take part in Activity either as part of a team of 2-5 people(preferably) or on an individual basis. Switching teams is not allowed.
7. The Participant retains full and exclusive ownership of his / her intellectual property rights. EIT Food CLC North-East sp. z o. o. (hereinafter referred as CLC), Tartu BT Park OÜ and their authorized representatives in the project undertake all means necessary to ensure the confidentiality of the ideas and projects presented during EIT Food Challenge Lab workshop.
8. In order to take part in the Activity, the Participant is responsible for providing for its own personal use in the course of the Activity, the equipment and resources required to engage in online communication such as computer hardware and software, Internet connection, microphone and webcam.
9. The Participant is forbidden to use any type of harmful software codes or instructions that are designed to distort, interfere, or disrupt communication during the Activity, and collect or harvest any personally identifiable information other than shared or officially released during the Activity, including account names from the other Participants.

Evaluation

10. The solutions of challenges will be evaluated by jury members according to following criteria:
 - a. **PROBLEM:** The solution addresses a real problem / challenge for the consumer or in the agri-food sector - according to the best knowledge of an expert.
 - b. **UNIQUENESS** - the idea has elements/potential for protecting its intellectual property (regarding the product / service or industrial design).

- c. MARKET NOVELTY - the idea is currently not available on the national and / or European and / or global market.
 - d. BUSINESS MODEL – has a chance to reach the right group of customers and achieve commercial success.
 - e. ENVIRONMENTAL IMPACT - the idea may prove at least neutral costs for the environment.
11. Team with the 1st highest final score will be awarded as 1st RIS Challenge Labs winner (2 000 EUR prize).

Personal data

12. Providing my personal data is voluntary, however in the event of failure to do so, I will not be able to take part in the Activity,
13. I have right to demand the amendment, deletion or limitation of the processing of personal data and the exercise of the right to object to such processing as well as the right to withdraw my consent at any time by sending an e-mail with a request to the following address: ris@eitfood.eu,
14. My personal data may be shared with EIT Food ivzw,
15. I understand that by registering to the event I consent to appear in photos/videos from the day which may be used in future marketing or promotional material *
16. The Processor of my personal data is: Tartu BT Park OÜ
17. The Controller of my personal data is: EIT Food CLC North-East
18. My personal data will be stored until the processing of my personal data is no longer necessary for the intended purpose or my consent to the processing of data is revoked by me,
19. The Controller do not intend to transfer my contact data to a third country or international organization,
20. My personal data is not subject of automated decision-making, including profiling,
21. I have the right to lodge a complaint with the relevant and competent supervisory authority of my habitual residence, place of work, or place of infringement if I decide that the processing of my personal data violates the regulations of the General Data Protection Regulation.
22. Participants will give their consent to the EIT Food Partner and to EIT Food to use my image and/or testimonial recorded during the Activity to be used free of charge for promotional purposes of the Activity, including but not limited to print and online media, the EIT Food Partner and the EIT Food publications, websites and online multimedia platforms. This includes use of image, video, voice or all three of them for unlimited time period. I further understand that these items may be subject to reasonable modification or editing.

Terms and conditions to the winner

23. The 1st Challenge Labs Prize shall be divided and distributed in equal amounts to the each member of the Winning Team. Based on the number of members of the Winning Team.
24. Prize will be paid to the Prize winner in one instalment following the result of the jury discussion during the final presentation scored against transparent criteria presented to the participants at the beginning of the EIT Food Challenge Labs workshop. The Prize Winner has no right to claim for any additional costs, reimbursements, or fees on any legal ground except for the lump sum fixed in this Agreement.

25. The payment of the lump sum will be done only if the Prize Winner meets the eligibility criteria specified in EIT Food Challenge Labs Terms and Conditions and takes part in all parts of the workshop agenda. The lump sum will be paid within 30 days from the moment of the approval of aforementioned documents by CLC. Payment shall be made to the bank account indicated by Prize Winner in Personal Data Form.
26. The lump sum will be subject to taxation according to the legal requirements applicable for the Prize Winner and CLC, i.e. the balance transferred to the bank account indicated by the Prize Winner will be decreased by the amount of legally required tax advance in accordance with the tax regulations of the Republic of Poland. In case the Prize Winner submits the Certificate of Tax Residency issued by a relevant tax office in his or her home country, the regulations on avoiding double taxation will be applied.
27. The Prize Winner ensures that it complies with certain obligations as follows:
 - preventing conflict of interest,
 - keeping confidentiality and security,
 - being in line with ethics, including fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity,
 - acknowledge EU support visibility,
 - acknowledge specific rules for carrying out action,
 - providing information regarding costs eligibility,
 - record-keeping of proper tasks implementation.
28. In case of doubt The Prize Winner shall act according to the CLC's instructions related to the above obligations.

The Prize Winner ensures that the CLC, the European Institute of Innovation and Technology, the European Commission, the European Public Prosecutor's Office (EPPO) the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can carry out checks, reviews, audits, investigations on the Prize Winner and evaluations related to Subgrantee collaboration and an evaluation of the impact of the EIT Food Challenge Labs workshop.

29. Prize Winner retains full and exclusive ownership of his or her intellectual property rights. CLC and its authorized representatives in the project undertake all means necessary to ensure the confidentiality of the ideas and projects presented during EIT Food Challenge Labs workshop.
30. Prize Winner grants his or her consent to the provision of his or her personal data to CLC and to the processing of such data by the CLC in the scope necessary to the fulfilment of tasks and goals of the implementing EIT Food Challenge Labs workshop granting Prize.
31. All above – mentioned personal data are processed according to the rules provided by the Regulation (EU) 2016/679 of the European Parliament and of the Council 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, and repealing Directive 95/46/EC (General Data Protection Regulation) and national laws on protection of personal data, in particular the Act of 10 May 2018 on the protection of personal data.
32. By accepting the terms and conditions the Prize Winner also authorizes CLC, EIT Food ivzw and any other third party to publish photographs taken of the Prize Winner during for use in print,

online and video-based marketing materials, as well as other publications related to EIT Food Challenge Labs promotion.

33. The Prize Winner further acknowledges that participation is voluntary and not connected with receiving financial compensation of any type associated with the taking or publication of above – mentioned photographs or participation in marketing materials or other publications of the CLC, EIT Food ivzw or any other third party.
34. Any disputes resulting from this Agreement that cannot be resolved in mutual consultation will be brought before the court in Warsaw under Polish law.

Definitions

EIT Food ivzw , is the international non-profit association with scientific purpose governed by the Belgium Law, having its registered office at 3001 Heverlee, Ubicenter A, Philipssite 5 box 34, RCE Leuven.