



## Terms and Conditions TYPPC

Last updated: August 2020

### 1. General

- 1.1. These terms and conditions ("T&C's") are applicable to The Young Plastic Pollution Challenge ("TYPPC").
- 1.2. TYPPC is initiated by Spronck Foundation and Plastic Soup Foundation (the "Organizing Parties") to encourage the development of new, innovative, creative and yet commercially viable products and/or services that help in reducing plastic at the source.
- 1.3. By participating to the TYPPC the participant ("Participant") agrees to these T&C's.

### 2. Participation

- 2.1. TYPPC is open to students and start-ups that are located in the Netherlands.
- 2.2. TYPPC is not open to:
  - a. employees of the Organizing Parties;
  - b. people under the age of 18 or older than 29;
  - c. family or relatives of the jury.
- 2.3. To participate to the TYPPC, the Participant has to submit – via the entry form on the [website](#) - a proper description and a business plan for a product or service as described under article 6.1 and all other documents and information as specified (the "Submission") on the entry form before the closing date on **15 October 2020, 12:00pm CEST** (noon, Amsterdam time).
- 2.4. New Submissions, incomplete Submissions or amendments to prior Submissions received after the closing date shall not be considered.
- 2.5. Submissions should be in English. Submissions in any other language shall not be considered.
- 2.6. Incomplete, illegible and/or unintelligible Submissions shall not be considered.
- 2.7. The Organizing Parties have the right to exclude anyone and any submission from TYPPC at any time, for any reason and without prior notice.
- 2.8. Submissions, including any material related thereto, such as sample products, designs and drawings, shall become the sole property of Organizing Parties and shall not be returned. As regards intellectual property rights concerned, reference is made to article 3.

### 3. Intellectual Property Rights and Indemnity

- 3.1. Participants grant the Organizing Parties the irrevocable, perpetual, worldwide right to publish and use in connection with TYPPC, (parts of) the (subject/content of the) Submissions in any and all media, including but not limited to the Internet and publicity material, without limitation and without compensation to the Participants. Participant has the right to be credited with every publication of the Submission by the Organizing Parties.
- 3.2. Each Participant shall have the sole responsibility for securing any potential intellectual property rights related to his/her Submission, such as by applying for a patent or a design. The Organizing Parties shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by Participants in relation to any failure to successfully secure any intellectual property rights related to the Submission as a result of participation in TYPPC.
- 3.3. Each Participant warrants that:
  - a. all information provided with his/her Submission is true, complete and accurate;
  - b. his/her Submission is his/her own original creation and that he/she is the entitled owner of all intellectual property rights relating to the Submission;
  - c. his/her Submission does not infringe any third party (intellectual property) right;
  - d. he/she has not sold, assigned or otherwise transferred and/or granted any rights in the Submission to any third party prior to entering TYPPC;
- 3.4. Each Participant shall indemnify and hold the Organizing Parties harmless against any loss, cost, damage, injury or expense that the Organizing Parties may incur as a result of any breach by the participant of this article 3 or as result of a third party claim regarding a (alleged) infringement of third party rights by the Submission,.
- 3.5. The Submission does not constitute a transfer of ownership of any intellectual property rights from Participant to TYPPC.

#### **4. Privacy and Data Protection**

- 4.1. The Organizing Parties may receive personal data of the Participants. By processing these personal data, the Organizing Parties will comply with the applicable legislation and regulations concerning privacy and data protection, among which the General Data Protection Regulation (“GDPR”). The privacy policies of the Organizing Parties describe which personal data is being processed: [\[link privacy policy PSF\]](#).
- 4.2. The Organizing Parties will cooperate in the processing of the personal data regarding the Participants and their Submissions. The Parties shall jointly determine the purpose and means of such processing. In this regard, the Parties qualify as Joint Controllers within the meaning of art. 26 GDPR. In this respect, The Organizing Parties have laid down their respective roles and responsibilities in a Joint Controllship Arrangement. The essence of this Arrangement is included in de privacy policies of both Parties.

#### **5. No Liability**

- 5.1. The Organizing Parties shall not be liable for any late, lost, delayed, misdirected, damaged, incomplete or illegible Submissions.
- 5.2. The Organizing Parties shall not be liable for any damage resulting from the participation in TYPPC, including but not limited to death, personal injury or other loss or damage resulting from for example experiments or other preparation or fulfilment of their Submission.
- 5.3. The Organizing Parties shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by Participants in relation to taxes, duties, charges or levies to be paid. Each Participant shall have the sole responsibility for any taxes, duties, charges or levies to be paid to any third party in connection with any money (including the Prize Money) he/she pays or receives in connection with TYPPC. Each Participant shall indemnify and hold the Organizing Parties harmless against any loss, cost, damage, injury or expense which the Organizing Parties may incur as a result of any breach of such responsibility.

#### **6. Judging Procedure**

- 6.1. Pre-selection: After the closing date (15 October 2020), the preliminary jury will review and judge the Submissions and select for each of the 3 categories, 3 finalists per category. This means that 9 Submissions go on to the finals. The finalists will be informed by the Organizing Parties before 5 November 2020.
- 6.2. Finals: The finalists shall be required to visit Amsterdam to present his/her Submission to the final jury and an audience on 12 November 2020, or at any other day communicated by the Organizing Parties. The final jury shall at its sole discretion select one or more winners. The winner(s) will be announced at the award celebration of 12 November 2020.
- 6.3. All Submissions shall be evaluated based on the following criteria:
  - a. potential to contribute to a plastic free and healthy planet;
  - b. executability;
  - c. realizability as a usable product or service within the next two years;
  - d. communication potential, courageousness and creativity
  - e. any other criteria the preliminary jury and/or the final jury, both to be appointed by the Organizing Parties, in their sole discretion deem relevant.
- 6.4. Participants may be required to provide further information to assist the preliminary jury and/or the final jury in assessing their Submission. Each Participant agrees to fully cooperate with the preliminary jury and/or the final jury to provide such information.
- 6.5. The Organizing Parties are free to merge Submissions from categories if the quantity or quality level of Submissions in a certain category is insufficient.
- 6.6. Finalists who fail to present their Submission in Amsterdam forfeit their place and the organization shall be entitled to offer the forfeited place to another Participant.
- 6.7. The Organizing Parties shall reimburse all travel and lodging expenses incurred by one person per finalist, only if prior approved in writing by the Organizing Parties.
- 6.8. Submitting the Submission is free of charge, but each Participant bears any costs of researching, preparing and completing his/her Submission.
- 6.9. All decisions made by the Organizing Parties and/or the final jury are final and binding.

#### **7. The Prize Money**

- 7.1. The prize money will be awarded by the Jury to the winner and consists of a total amount of €120,000 (the "**Prize Money**"). Instead of awarding the Prize Money completely to one winner, the Jury is also allowed to divide the total amount of the Prize Money between several winners in any possible way at its sole discretion. The Prize Money will be paid to the winner(s) by Spronck Foundation.
- 7.2. The Prize Money cannot be transferred or substituted, except by the Organizing Parties, which shall be entitled to substitute the Prize Money at any time for any reason, without prior notice and without any liability whatsoever.
- 7.3. The Prize Money will be used solely for the implementation and/or exploitation of the winning Submission or Submissions and the marketing thereof.
- 7.4. The winner(s) agree to implement and/or exploit the winning Submission themselves. To be entitled to assistance from leading entrepreneurs and/or companies with respect to such implementation and/or exploitation, the winner(s) must enter into an agreement with the Spronck Foundation stipulating the terms and conditions regarding such assistance.
- 7.5. The Prize Money shall not be transferred to any bank account in the name of an individual. If the Prize Money is awarded to (an) individual(s), he/she/they, in a form to be agreed with by the Spronck Foundation in advance and in writing, will be required to establish a legal entity and open a bank account in the name of said entity, to which bank account the Prize Money will be transferred. The Spronck Foundation is furthermore entitled to impose upon the winner(s) other obligations which will need to be fully met before the Spronck Foundation will transfer the Prize Money in whole or in part.
- 7.6. The Organizing Parties may at their sole discretion refuse to award the Prize Money to any winner who fails to comply wholly or in part with any of these T&C's.
- 7.7. If it comes to the attention of the Organizing Parties that a winner has in any way failed to comply with (part of) these T&C's, The Spronck Foundation reserves the right, for a period of one year from the initial pay date, to recover from the winner part or all of the paid out Prize Money, as it deems fit.

## **8. Duration**

- 8.1. TYPPC ends on the date on which the winner(s) is/are announced or any other date if TYPPC is cancelled or ended as stipulated in article 8.2 and 8.3.
- 8.2. The Organizing Parties shall be entitled to cancel and/or end TYPPC at any time, for any reason, without prior notice and without any liability whatsoever.
- 8.3. The Organization Parties are free to cancel and/or end TYPPC and the final event in the event the Submissions, both in number and/or quality level, do not meet certain thresholds. In this case no prizes will be awarded.

## **9. Miscellaneous**

- 9.1. The Organizing Parties shall be entitled to modify each clause of these T&C's and/or to impose new rules and regulations in respect of TYPPC at any time for any reason, without prior notice and without any liability whatsoever. The modified and/or newly imposed terms and conditions will be effective immediately upon being posted on the website [www.plasticsoupfoundation.org/challenge](http://www.plasticsoupfoundation.org/challenge).
- 9.2. Nothing contained in these T&C's shall be construed as creating any employment, agency, partnership, or joint venture relationship between the Organizing Parties on the one hand and the winner(s), finalists or any other participant on the other hand.
- 9.3. The invalidity of any clause of these T&C's shall not affect the enforceability and/or validity of any other clause.

## **10. Governing Law & Jurisdiction**

- 10.1. TYPPC and these T&C's shall be solely governed by the laws of the Netherlands.
- 10.2. All disputes that may follow from or are related to TYPPC and/or these T&C's shall be referred to the competent court in Amsterdam, the Netherlands.