



## 'BOOSTER BY FOOD INNOVATION HUB EUROPE' TERMS AND CONDITIONS

These Terms and conditions are applicable to the **Booster Initiative 'Booster – powered by Food Innovation Hub Europe'** a Booster Initiative of **Stichting Food Valley ("Foodvalley NL")**, having its registered office and its place of business at Bronland 10F (6708 WH) Wageningen, the Netherlands.

### General

- The following describes the terms and conditions applicable to the submission of initiatives for the 'Booster – powered by Food Innovation Hub Europe 2021' with the following website link [www.foodvalley.nl/foodinnovationhubeurope/booster](http://www.foodvalley.nl/foodinnovationhubeurope/booster).
- Foodvalley NL initiates the Booster – powered by Food Innovation Hub Europe as a platform for collaboration and a repository for innovative thoughts and ideas shared with the Foodvalley NL staff, partners, stakeholders and persons of concern to Foodvalley NL. The Booster Initiative invites participants with innovative ideas to participate and collaborate in seeking solutions that contribute to the reduction of obesity by using a personalized nutrition approach.
- Under all and any circumstances Foodvalley NL has the right to change the set-up of the Booster initiative or to extent or terminate the Booster Initiative before the end of the term of the Booster Initiative. Furthermore, Foodvalley NL in all and any circumstances has the right to change any provisions of these Terms and Conditions, and any other terms, policy or guideline governing your use of the website, at any time in its sole discretion. Such changes will be effective upon posting such revisions on the website, and you waive any right to receive specific notice of such changes. You should frequently review these Terms and Conditions and any other applicable rules, policies or guidelines on the website.
- The Booster Initiative is an initiative of Foodvalley NL. Foodvalley NL is solely entitled to all and any rights in regard to the Booster Initiative. Other parties than Foodvalley NL are expressly not permitted to acquire the Booster Initiative in whole or in part, unless with the prior written consent of Foodvalley NL.
- The use of the names Booster – powered by Food Innovation Hub Europe or Food Innovation Hub Europe and/or any similar name is only permitted with the prior written consent of Foodvalley NL.
- Your initiative to this website, including any personally identifiable information, is entirely voluntary, non-confidential, gratuitous.
- All participants are bound to the content of these Terms and Conditions.

### Participation

- Every initiative of an entity with its statutory seat in The Netherlands or every multi-partner initiative with at least one partner having its statutory seat in The Netherlands is entitled to participate to the Booster Initiative.
- Every participant can submit their initiative from 23 August 2021 until 1 October 2021 at 18.00 PM CET on. Participants can submit their initiatives within the aforementioned timeframe through the following website link [www.foodvalley.nl/foodinnovationhubeurope/booster](http://www.foodvalley.nl/foodinnovationhubeurope/booster). Initiatives that are submitted before 23 August 2021 or after 1 October 2021 at 18.00 PM CET will not be reviewed by the selected jury Foodvalley NL and cannot participate to the Booster Initiative.
- Foodvalley NL reserves the right to at any time exclude participants from participating to the Booster Initiative on its own discretion.

- Foodvalley NL will grant applicants permission to submit their initiative and contribute to the 'Booster – powered by Food Innovation Hub Europe', by uploading their initiative submission with materials such as written text, photographs, videos or other images.
- By registering their initiative submission the participant grants Foodvalley NL the exclusive right, without Foodvalley NL being due any compensation to the participant, to use at the sole discretion of Foodvalley NL the written text, photographs, videos or other images for publication or other purposes.
- By submitting your initiative you give Foodvalley NL permission to send general mailings, specific information to participate and reminders concerning the Booster – powered by Food Innovation Hub Europe.
- Submission of written text, photographs, videos or other images to which to third parties are entitled to its rights are not permitted. Participant ensures that the participant is entitled to the rights to the written text, photographs, videos or other images. The participant guarantees that (disclosing, duplicating or otherwise using) the initiative submission does not in any way infringe copyrights, trademarks or other rights of third parties. Participant indemnifies Food Valley for all claims of any third party in relation to the submitted written text, photographs, videos or other content.
- An initiative can be rejected if, on the opinion of Foodvalley NL, the initiative may violate the rights of third parties or violates legal provisions.
- Participants are entitled to all intellectual property and other proprietary rights regarding their initiative and any other work or product that derives from the initiative including, but not limited to, patents, copyrights and trademarks, regarding products, processes, inventions, ideas, know-how, documents or other materials, with which you have developed as a result of participating to the Booster – powered by Food Innovation Hub Europe.
- By submitting an Initiative to the Booster – powered by Food Innovation Hub Europe, you automatically grant an unlimited, perpetual, irrevocable, assignable to repost and publish your initiative, in whole or in part, in any manner and in any media throughout the world, without compensation, notification, or permission to/from you or any third party;
- Foodvalley NL and affiliated partners to the Booster – powered by Food Innovation Hub Europe have no obligation, either express or implied, to develop or use your initiative and that, unless expressly agreed in writing, no compensation is due to you or anyone else for any inadvertent or intentional use of that initiative, related initiatives accepts no obligations regarding the use of any Initiatives.
- Foodvalley NL and affiliated partners of the Booster – powered by Food Innovation Hub Europe are entitled to work on an initiative similar to your initiative. You also understand and acknowledge that other users may be working on the same or a similar initiative and you will not object to that.

#### Prize-winning initiative

- After the term of submitting initiatives is expired, a committee, compiled by Foodvalley NL, shall review all initiatives submitted by the participants. The initiatives reviewed and selected between 1 and 15 October 2021. A presentation of the participants selected by the committee will be part of the selection process.
- The committee shall review the initiatives on the basis of the criteria as compiled by Foodvalley NL. After the review the selected committee will select a number of initiatives to present the initiative before the selected committee. After these presentations the committee shall choose three initiatives as the prize-winning initiatives.

- The committee shall choose the prize-winning initiatives based on the compiled criteria at its own and sole discretion. Nor the committee, nor Foodvalley NL is bound or has any obligation to choose a specific initiative as the prize-winning initiative.
- After the committee has chosen the prize-winning initiative, Foodvalley NL will announce these prize-winning initiatives at the World Food Day on 15 October 2021. Furthermore, Foodvalley NL will publish the prize-winning initiatives on their website. Foodvalley NL will also contact the participant of the prize-winning initiatives through the contact details in their submission after the announcement on the World Food Day of 15 October 2021.

#### Development budget

- Foodvalley NL shall grant each prize-winning initiative a development budget of € 30.000,-. This development budget must under any circumstances be used to support the development of the prize-winning initiative. The participant of the prize-winning initiative must spend the development budget within one (1) years from the date the development budget is transferred to the participant of the prize-winning initiative.
- Foodvalley NL shall pay this development budget on a bank account that is registered to one of the entities that participates in the prize-winning initiative.
- The prize award budget will be provided under the State aid Regulation (EU) No 1407/2013 on de minimis aid. Small state aid amounts (so-called de minimis aid) are exempted from State aid control as they are deemed to have no impact on competition and trade in the EU's internal market. There is a de minimis aid ceiling of EUR 200 000 for each undertaking over a 3-year period. Foodvalley NL shall only pay the development after Foodvalley NL has received fully completed and signed de-minimis declaration from the participant. Foodvalley NL shall pay the development budget within one month after receiving the de minimus declaration of all participating entities in the prize-winning initiative and bank account registered to one of the participants in the prize-winning initiative.
- The participant of the prize-winning initiative is obliged to spend the development budget solely on the prize-winning initiative.
- From the date of the transfer of the development budget to the participant of the prize-winning initiatives, the participant shall file a report on the total amount of the development budget spent on the prize-winning initiative after one year. The participant of the prize-winning initiative shall file a final report on the total development budget spent on the initiative within one (1) month after the total development budget is spent by the participant of the prize-winning initiative, but no later one (1) years from the date of the transfer of the development budget to the participant of the prize-winning initiative.
- Foodvalley NL reserves the right to reclaim any amount of the development budget that the participant hasn't used or cannot prove that such amount of the development budget is used for the development of the initiative.
- Foodvalley NL has the right to monitor each prize-winning initiative for the period from the announcement of the prize-winning initiative until one (1) year after the participant of the prize-winning initiative has spent the total development budget on the initiative.

#### Privacy statement

- Foodvalley NL declares that all personal data from participants that are obtained by Foodvalley NL in the context of the Booster Initiative will be treated in strict confidence and in accordance with the applicable privacy legislation. By participating to the Booster Initiative by submitting your initiative, the participant agrees that its data will be put at the disposal of Foodvalley NL. The participant has the right to request that its personal data be removed from the database.

#### About these Terms and Conditions

- By participating to the Booster Initiative, the participant declares to agree with the Terms and Conditions.
- Foodvalley NL is not liable any or all damage of the participants or third parties as a result of the use of the of the development budget by the participant. By participating to the Booster Initiative, the participant indemnifies Foodvalley NL against any and all claims of third parties as a result of the participation of the participant to the Booster Initiative.
- Foodvalley NL is not liable for any or all damage of a participant as a result of the participation to the Booster Initiative, including but not limited to, the impossibility to participate, exclusion of participation, not participating within the timeframe and the decision of the committee of the prize-winning initiative.
- These Terms and Conditions are governed by Dutch law. Any disputes arising from this agreement will be submitted to the competent court in Gelderland.

Do you have any questions? Please contact us.