Terms & Conditions

These Terms and Conditions apply to the Student Challenge ReThink Waste (the “Challenge”), which is organized by Wageningen University (“WU”), in close collaboration with Soapbox.

1. Definitions

| Admission Requirements | The requirements for admission to the Challenge mentioned under 2. of these Terms and Conditions |
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| Award | The prize money or in-kind contribution as specified on the Challenge’s webpage and awarded to an award-winning Team |
| Challenge | The Student Challenge ReThink Waste organized by WU, in close collaboration with Soapbox. |
| Deliverable | The product to be provided by a Team as required by WU under the Challenge, such as the milestone report and video pitch. |
| Handbook | The description of the Challenge including amongst others the various stages, required deliverables and support offered by WU |
| Participant | A natural person meeting the Admission Requirements and who has duly signed up for the Challenge |
| Platform | The online platform www.rethinkwaste.nl |
| Team | A group of at least 2 Participants that participate in the Challenge under the same team name. |
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2. Registration & Participation

Each natural person who wishes to participate in the Challenge is required to sign up individually for the Challenge on the Platform by completing the subscription form. By registering on the Platform, Participant agrees to these Terms and Conditions and declares to meet the Admission Requirements:

* Participant is registered as a bachelor, master or PhD student at a Dutch University, a University of Applied Sciences or a foreign equivalent of the above, at the time of registration for the Challenge;
* Fresh graduates (BSc or MSc) may participate if they graduated in July 2021 or later;
* Participant is a member of a Team and can only join one Team;
* PhD-students and recent graduates constitute a maximum of 20% of the total number of Participants of the Team.

Additional members may join the Team during the Challenge in accordance with the previous paragraph and provided that the number of PhD-students and fresh graduates does not exceed 20% of the total number of Participants of the Team. A percentage of over 20% of PhD-students in a Team is only permitted if such is due to a Participant graduating and becoming a PhD-student during the Challenge.

WU has the right to use the contact details provided by the participant, to communicate with the participant after the Challenge, about similar activities and individual opportunities that may be of interest to the development and career of the participant.

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. Each Participant that is joining a live event of the Challenge (such as, without limitation, the Grand Finale, site visit and any related programme component) is recommended to have a travel (accident and medical) insurance for the programme components taking place outside his or her home country. Participants may be asked to provide proof of such insurance.

WU’s liability in connection with an attributable breach of contract or unlawful act is limited to direct damages (excluding indirect damages such as lost turnover, lost profits, reputational damage, loss of data and/or materials), with a maximum of the amount paid out by WU’s professional liability insurer (plus deductible).

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

Participants agree to exclusively use the templates furnished by WU for submitting Deliverables. WU has the right to share such information with the organizing team, the selection committee and jury members 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).

In the interest of a Team’s Participant that is a PhD-student, each Participant agrees to cooperate to allow the timely submission, examination, dissemination and defense of any dissertation of its Team’s Participant.

*Intellectual property*

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

* is the Participant’s own and original work;
* has not won previous awards; and
* 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.

All participants are free to mutually agree on the ownership of deliverables and other outputs of the Challenge, in deviation from the legal main rule that the creators are the copyright owners.

WU will not claim ownership or intellectual property of the information, documents, videos and other items that Participants submit in connection with the Challenge. This does not apply to the contributions of Participant-PhD’s that have entered into intellectual property arrangements with WU (such as the Collective Labour Agreement, under which employees have an obligation to report and transfer intellectual property rights to WU). WU’s approval of a PhD’s participation in the Challenge does not imply any waiver of WU’s rights under such arrangements.

*Media*

WU has 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 also has the right to publish and reproduce content and images that are uploaded by Participants to the Platform. WU is entitled to allow partners of the Challenge to publish and reproduce such material on their social media channels or otherwise.

5. Platform operator

The Platform is operated by Soapbox. Participant agrees that Soapbox provides WU, as well as the organizing team, partners, selection committee and jury members access to all information on the Platform, on a non-confidential basis.

WU assumes no responsibility for the use and operation of the Platform. The Platform will be operated by Soapbox B.V. and Soapbox Terms of Use will apply.

6. 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 with this information. Payment to a Participant discharges WU of its payment obligation concerning the Award.

7. Miscellaneous

WU reserves the right to modify, suspend or cancel the Challenge or 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, Handbook 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.

Participants are not allowed to use the WUR logo without WU’s prior written permission.

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. Handbook, 3. other documents.

8. 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.