

GENERAL PARTICIPATION TERMS

@Diversity – Innovative Ideas for cultural and creative sectors in Europe

The present General Participation Terms apply to all Participants of the Pilot project “@ Diversity – Innovative ideas for cultural and creative sectors in Europe” (hereinafter referred to as the “Pilot Project”) funded by the European Union and running from 18.12.2012 to 17.12.2014. The aim of the Pilot Project is to promote ideas making an innovative use of Information and Communications Technologies.

The Pilot Project is carried out by a Consortium composed of Peacefulfish Ltd, Kennisland, MFG Medien- und Filmgesellschaft mbH (hereafter “Consortium”) and involving the following support partners: Creative Skillset, L AVOCAT, and ALL4fortheEU.

The “Participants” are the idea holders who have submitted their idea on the Pilot Project website (<http://www.at-diversity.eu/>) following the procedure of the Application Form.

The “nominated Participants” are the participants whose ideas have been shortlisted by the online jury to participate in the final selection round.

The “selected Participants” are the Participants whose ideas have been selected by the Expert jury.

By Submitting an idea via the online form Participants agree to these General Participation Terms.

Article 1 – The Call for ideas

1.1 The Call for ideas of the Pilot Project is structured around the following dates:

- 21st of May 2013: opening of the Call.
- 19th of August 2013: closing date of the Call.
- 17th of September 2013: announcement of nominated ideas on the website.
- 1st of October: notification of selected and non-selected ideas.
- 5th of November 2013: Award Ceremony in Brussels for selected ideas.

1.2 The call for ideas is open both to profit-making companies, not for profit institutions and individuals. It is open to any legal or natural person established

in one of the Member states of the European Union or in Croatia. Staff and direct family of the Consortium members and partners and as well as staff of the European Commission are excluded from participation. Ideas must be submitted in English or one of the other official languages of the Member States of the European Union and Croatia. In order to be eligible ideas must be submitted via the online application form at <http://www.at-diversity.eu/> no later than 23:59 CET on the 19th of August 2013.

1.3 Participants ensure that all information submitted via the online application form is true. Providing false information in the application form will result in the elimination of the Participant from the procedure.

1.4 All ideas that meet the criteria established in section 1.2 above will be judged by an independent Online jury according to the criteria published at <http://www.at-diversity.eu/competition/criteria/4>. The independent Online jury will prepare a shortlist of no more than 50 ideas (the nominated ideas). The ideas on this shortlist will then be judged by an Expert jury in a meeting to be chaired by a representative of the European Commission. The Expert jury selects no more than 15 ideas (the selected ideas).

Article 2 – The Consortium’s and the European Commission’s Obligations and Rights

2.1 The Consortium and the staff of the European Commission involved in the selection procedure will preserve full confidentiality of all information submitted by the Participants through the online application form. All members of the online and of the expert Jury will have to sign a Non-disclosure agreement that requires full confidentiality with regards to the information that is provided to them. These confidentiality commitments will last for 3 years after the Term of the present General Participation Terms.

2.1.1 Nominated Participants: A summary of the idea submitted by the nominated participant will be published on the website of the Pilot Project provided that the Participant has given his/her consent at the time of submission via the online form. No other information and data will be disclosed.

2.1.2 Selected participants: A description of the general purpose of the idea submitted by the selected Participants will be published on the website of the Pilot Project and on the Consortium’s online and offline publications. The presentation of the idea at the Award Ceremony will be done in public. No technical information and contact data will be disclosed without express authorization from the selected participant.

2.2 The members of the Consortium and the staff of the European Commission involved in the selection procedure guarantee that the information provided via the online application form shall be kept secret toward third parties after the end of the project under the conditions of article 2.1 above. The processing of personal data is subject to Article 23 of the Regulation (EC) n° 45/2001 of the European Parliament and of the Council of 18 December 2001 on the protection of individuals with regard to the processing of personal data by the Community

institutions and bodies and on the free movement of such data (OJ L8, 12.1.2001, p.1).

2.3 The members of the Consortium do not claim any rights on the embodiments of ideas submitted by the Participants, nor will they undertake any activities that implement (parts of) the ideas submitted via the online application form.

2.4 The members of the Consortium have no rights in the production and/or the distribution and/or the exhibition of the embodiments of the ideas submitted via the online application form.

2.5 The Members of the Consortium and the European Commission will have the right to mention on all their promotional tools that the Selected Participants' ideas have been developed with their assistance.

Article 3 – Liability

3.1 To the extent that Participants exchange information about the nature and details of their respective projects, the members of the Consortium shall not be responsible for any breach of confidentiality, which results from another Participant's action.

3.2 The liability of the Consortium is expressly limited to direct damages duly proved by the Participant in case of non-execution by the Consortium of its obligations on behalf of the present terms.

The Consortium cannot be held liable toward the Participant in case of non-execution of its obligations resulting from a case of "force majeure" as stipulated in Article II.12 of the service contract EAC-2012-0544 concluded between the Consortium and the European Commission: "Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure."

3.3 Under no circumstances the members of the Consortium shall be held liable for consequential damages suffered by the Participant such as operating losses, trade injury, loss of earning, damages to its image or reputation. In particular the members of the Consortium shall not be held liable for the use made by the Participant of the information and teachings delivered within the context of the activities provided by the Consortium, nor by the consulting, speaking, methods and opinions of the Consortium's consultants/experts/members.

3.4 The Participant releases the Consortium from any liability and guarantees it for all the economic repercussions of any lawsuit and/or legal proceeding of any kind intended by a third party, directly or indirectly related to the development

and/or the implementation by the Participant of its project/idea and for the use by the Participant of the information and teachings provided by the Consortium.

Article 4 – Participant’s Obligations and Rights

4.1 The Participant commits her/himself to be available as required by the Consortium during the period of this Agreement, to participate in the Programme and to provide the Consortium with all the information required to support and develop her/his idea.

4.2 The Participant shall guarantee the Consortium that its idea has not been taken unduly from a third party.

Article 5 – Benefits provided to participants

5.1 The Consortium shall not reward the Participants for their involvement in the Pilot Project. Furthermore, the Consortium shall not take charge of the ancillary expenses necessary for the embodiment of the Participant’s idea.

5.2 However, it is acknowledged that the Consortium will take in charge travel and subsistence costs of the Selected Participants for their participation in the Pilot Project’s events.

More particularly, a total maximum of 1750 EUROS of travel costs and 1988 EUROS of subsistence costs will be taken in charge by the Consortium for the participation of each one of the 15 selected idea presenters in the following events:

- The Award Ceremony to be held in Brussels on the 5th of November 2013
- The Workshop to be held in London in March 2014
- The Final Seminar of the Pilot Project to be held in Brussels in September 2014
- Two international pitching events for idea promotion in 2014

The total maximum amount will be proportionally divided to cover participation in all above mentioned events.

5.3 The Consortium will offer free of charge coaching and training to each selected Participant, in order to pitch and develop a business plan. Coaching will be offered online through the Pilot Project’s online training platform and on-site (two-day workshop in London: 19th to 20th of March 2014).

5.4 Selected ideas will be offered visibility on the website and in front of stakeholders and policy-makers at the Award Ceremony in Brussels and the Final Seminar.

5.5 Selected Participants will pitch in international events. There will be two (2) pitches for each selected idea throughout the year 2014.

Article 6 – Final considerations

6.1 This agreement shall be governed by Union Law, complemented where necessary by the national substantive law of Belgium.

6.2 This agreement shall enter into force for each Participant on submission of the online Application Form, and ends on 20th December 2014, except provisions of article 2.1.

6.3 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.