**Terms and conditions INNO Student Challenge**

The terms and conditions apply to the Challenge ‘INNO Student Challenge’, hereafter to be called: ‘Challenge’, which is organized by Stichting Wereld Natuur Fonds-Nederland located in Zeist, hereafter to be called ‘WWF-NL’.

**Article 1 Definitions**

* **Challenge:** The INNO Student Challenge as described on [https://www.wwf.nl/wat-we-doen/actueel/inno-fonds/inno-student-Challenge-eng](https://www.wwf.nl/wat-we-doen/actueel/inno-fonds/inno-student-challenge-eng)
* **Participant(s)/ You:** Every natural person that participates in the Challenge and under the terms and conditions is allowed to participate. Participating is explicitly and only allowed for natural persons. Legal entities and/or sole proprietors are explicitly excluded from participation.
* **Award:** The prize money and the associated coaching sessions, the latter completed as indicated by WWF-NL, of which the completion after consultation with the winners is to be determined later.
* **Prize money:** the funding that can be won of a maximum of €10.000,- (say: ten thousand Euros)
* **SMART:** The goals on which the application is based should, for WWF-NL, demonstrable comply with the following criteria: Specific, Measurable, Acceptable, Realistic and Time-based.

**Article 2 Participation General**

* 1. This Challenge runs from 12-09-2022 until 1-05-2023
  2. Participation in the Challenge is possible by filling in the application form of the INNO Student Challenge on [the website](https://www.wwf.nl/wat-we-doen/actueel/inno-fonds/inno-student-challenge-eng).
  3. Participant(s) should be a minimum of 18 years old and may not be older than 30 years. WWF-NL could ask the Participant(s) for a copy of their identity document as proof of age (on the copy, the photo and the date of birth are visible, and the rest may be blacked out).
  4. Participant(s) must be students (Dutch University, University of Applied Sciences (hbo), or secondary vocational education (mbo), or be recent graduates (maximum of 2 years after graduating). WWF-NL can ask the Participant(s) for proof of enrolment at an educational establishment or proof of graduation and the date thereof.
  5. Participant(s) must hold residence in the Netherlands, due to the requirement, to which Participant(s) is bounded after submitting the form, to set up a legal entity within 2 months after winning the Challenge in order to receive the Prize Money. This is a condition subject to rescission.
  6. Participant(s) can participate alone or as a team. The preference goes to a team.
  7. The project can be executed abroad as well as in the Netherlands and the goals of the project needs to be, in line with the mission and goals of WWF-NL, all this is subject to (exclusive and discrete) judgement of WWF-NL.
  8. The total budget for the realisation of the project, as contained as part of the application for the project, should not exceed € 100.000, -.
  9. The application of the idea/the project must contain, subject to (exclusive and discrete) judgement of WWF-NL, realistic plans with goals formulated in a SMART manner. Prospects of or already demonstrable concrete results with high communicative value, all this is subject to the (exclusive and discrete) judgement of WWF-NL, increase the chance of approval.
  10. The application concerns, in the (exclusive and discrete) judgement of WWF-NL, an innovative project: It boosts nature conservation in a new way. All this subject to the (exclusive and discrete) judgement of WWF-NL.
  11. The project needs to focus on nature conservation. The project may partly consist out of research, however, this may not be the main goal. The main goal should be a practical solution for conservation, all this subject to the (exclusive and discrete) judgement of WWF-NL.
  12. By participating in the Challenge the Participant(s) ensure WWF-NL of that the idea is his/her/their own original idea, that it does not infringe on rights of third parties (copyright, intellectual property rights and suchlike) and that it is only developed by the Participant(s).
  13. The Participant(s) should be willing to realize their idea and should describe in the project how this will be done and within which time period this can be done.
  14. The Participant(s) cannot be, at the time of the application, a legal entity (an organization) yet. It cannot be registered at Chamber of Commerce (KvK/ Kamer van Koophandel).
  15. The Participant(s) states by registration to be willing and by winning commits to set up a legal entity, because the Prize money can only be transferred to the bank account of a legal entity. This legal entity needs to be started within 2 months after winning the Challenge under Dutch law in the Netherlands.
  16. All people that participate in the Challenge are unconditionally bound to the provisions of these terms and conditions.

**Article 3 Awards**

The Award for the winning ideas constitutes a maximum grant of €10.000 and the associated coaching sessions, the latter completed as indicated by WWF-NL, of which the completion after consultation with the winners is to be determined later.

The Prize money will be granted to the winner, in the form of a legal entity, at once. WWF-NL reserves the right to cancel or abstain the transfer of the Prize money in whole or in part, if the Participant(s) do not comply with the execution of the project and or do not comply with the by WWF-NL established terms and conditions, this all subject to the (exclusive and discrete) judgement of WWF-NL.

The following conditions are bound to the INNO Student Challenge:

* 1. Submission of application must be done before 2 december 2022.
  2. It is not allowed to mainly spend the Prize money on western salaries, compensations covering living expenses and suchlike of the legal entity which is started by the Participant(s) after winning.
  3. The winners need to provide bi-annual progress reports to WWF-NL.
  4. The winners need to provide photos and videos of the development and implementation of the idea. Winners guarantee to be the only party entitled to the photos and videos and guarantee to not have violated third party rights.

**Article 4 Payment of the award**

* 1. The finalists of this Challenge will be contacted as soon as possible, after 16 december 2022, via e-mail or by phone.
  2. The expert jury will decide on the winners, in April 2023 at the latest and do that by, among other things, judging submitted projects on innovativeness, feasibility and impact.
  3. The winners of the Challenge will be announced on the WWF-NL award ceremony in April 2023. More information will be provided through the website of WWF-NL or via email.
  4. The winner loses the right to his Award and it stays the property of WWF-NL, in case an Award is not collected within six months after the challenge has ended (end date is 1st of May 2023), due to acts or inactivity of the winner or any other circumstances beyond the control of WWF-NL (force majeure).
  5. The Award is connected to the winner and therefore not transferable.
  6. The grant can only be transferred to the bank account of a legal entity (organisation). This legal entity needs to be set up after winning the Challenge and cannot exist prior to winning the Challenge. WWF-NL and/or a third party will provide guidance with the start of a legal entity.
  7. Mind this: Any fiscal and/or financial consequences due to winning the granted Prize money, are explicitly at the liability and risk of the winner(s).
  8. The judgment of the jury is final. There will be no correspondence on the results.

**Article 5 Data and privacy**

1. To participate in the Challenge, particular personal data can be asked for (for example, name, age, and e-mail address).
   1. The by you provided data needs to be correct, up-to-date, and complete.
   2. The personal data that you have provided can be used by us, all this in conformity with our privacy declaration (<https://www.wwf.nl/wat-we-doen/over-wwf/privacy)>. The personal data will only be used for corresponding about the Challenge. If you have indicated that you want to receive newsletters from of WWF-NL, then WWF-NL will use your email address to send these.

**Article 6 Rights WWF-NL**

1. WWF-NL retains the right to disqualify and/or exclude you from participation if you in any way violate these terms and conditions or otherwise act unlawfully against WWF-NL or third parties.
   1. WWF-NL retains the right to end, interrupt, or change the Challenge, the terms and conditions, and/or Awards, at its own discretion and without previous notice, in case circumstances require this, without being obliged to pay damages in any way or form.

**Article 7 Property rights**

1. All rights, titles and interests in and to the intellectual property and/or intellectual property rights in or in relation to their participation in the INNO Student Challenge shall belong to and remain exclusively with the Participant(s).
   1. As a condition of Participation, each winning Participant grants WWF royalty-free, non-exclusive, non-sublicensable, non-transferable licence to use, publish, disclose and publicly display the project in order to help pursue its further development in cooperation with the Participant(s).
   2. In any event, each winning Participant indemnifies WWF from all claims of third parties resulting from and/or relating to the idea submitted to WWF in this Challenge, including, without limitation, those claims pertaining to the intellectual property rights of others.
   3. The Participants are not allowed to use the trademarks of WWF-NL unless WWF-NL has granted its prior written consent thereto.
   4. Pictures and videos of the deployment of the idea during the development, provided by Participants to WWF, will be the property of WWF and may be used, duplicated and/or published by WWF, in the broadest sense of the word, whether in whole or in part, for any and all purposes.

**Article 8 Liability**

* 1. Participant(s) indemnify WWF-NL, the by her engaged auxiliaries and/or third parties for all and against any and all liability, losses, damages, costs, expenses, and claims of any kind, that are based on the claim that files, data and/or materials impinge on any applicable (intellectual property- or publicity)law of third parties or are in anyway unlawful towards third parties and for all claims that arise from the Participant(s) actions and are in violation with these terms and conditions.
  2. WWF-NL is not liable for any claims from third parties on the basis of their rightful intellectual property rights and/or right of publicity and/or privacy right to object the publication and usage of files, figure, photos or content as provided or published by the Participant(s).
  3. WWF-NL, the by her engaged auxiliaries and/or third parties are not accountable for any damage, direct and/or indirect, that arise out or is in any other way is connected to the Challenge and/or the possibly granted Prize money.
  4. More specifically WWF-NL, the by her engaged auxiliaries and/or third parties are not accountable, for as much as the law allows, for:
* any additional costs the Participant(s) possibly needs to make in connection with the participation in the Challenge and/or with the acceptance of the Award;
* any damage, direct and/or indirect, that arises from, or in any way is connected to the Award provided by WWF-NL;
* any damage, direct and/or indirect, that arises from, or in any other way is connected to, the modification and/or termination of the Challenge.

**Article 9 Several**

1. By participating in the Challenge You give permission to WWF-NL to take photos and videos at all events related to the Challenge, for promotional and commercial purposes, such as but not limited to press release and other publications.
   1. If one or more provisions of these terms and conditions are null and void or are declared void, WWF-NL will establish a replacing provision, that approaches the purpose and purport of the original provision as closely as possible and that is not void or voidable.
   2. Dutch national law is applicable to these terms and conditions. Possible disputes that arise from this Challenge should be presented for a competent judge located in Central-Netherlands (Midden-Nederland).

**Article 10 Information**

In case You have any comments or require more information regarding the Challenge, then You can send a written notification to Het INNO-fonds, Stichting Wereld Natuur Fonds, via Postbus 7, 3700 AA Zeist.