

General Terms and Conditions & Privacy Policy (Effective as of 10-4-2016)

By completing and submitting any of the Get in the Ring (GITR) application forms, the Applicant accepts the following General Terms and Conditions and the Privacy Policy of Get in the Ring (hereafter: GITR). These General Terms and Conditions shall govern the relationship between the Applicant and GITR. The Privacy Policy governs the relationship between the Applicant and GITR with regard to the use of information.

General Terms and Conditions

1. Definitions

- 1.1. **"GITR"** is the Get in the Ring Foundation, responsible for running the Get in the Ring Competition.
- 1.2. **"Event Organizer"** is the organization that organizes a GITR Event as part of the GITR competition.
- 1.3. **"GITR Event"** is the event that takes in the GITR competition where startups compete.
- 1.4. **"The Startup Applicant"** is a representative of a startup company that provides GITR with personal and company information through the Website with the purpose of participating in the GITR competition.
- 1.5. **"The Visitor Applicant"** is or a representative of an organization that provides GITR with personal and/or organizational information through the Website with the purpose of visiting a GITR event
- 1.6. **"The Newsletter Applicant"** is a an individual that requests GITR to provide him/het with the newsletter GITR spreads out, containing with information of personal and/or organizational interest to followers of the GITR competition.
- 1.7. **"The Applicant"** is applicable when all the different applicants together are meant.
- 1.8. **"The Website"** is the platform where both the Visitor and Startup Applicant provide GITR with information such as but not limited to www.gitr.co and its subdomains.
- 1.9. **"Fan"** is a person who has contributed or is willing to actively contribute to a startup, e.g. by means of offering financial investments, partnerships, network opportunities, mentoring and know-how.

2. Scope

- 2.1. By submitting the start up application the Startup Applicant agrees to enter into the GITR competition. GITR will review the application and respond to the applicant. In case the response is positive GITR will transfer the information regarding the Startup Applicant to the Event Organizer most relevant for the specific Startup Applicant and this Event Organizer will contact the individual applicant to welcome him as a contestant in this Event Organizer's GITR Event. The application then leads to an agreement between the relevant Event Organizer and the Startup Applicant.
- 2.2. By submitting the visitor application the Visitor Applicant agrees to visit the GITR Event that is related to this specific application. GITR will pass the application through to the relevant Event Organizer organizing this GITR Event, and the application will result in a commitment from the Visitor Applicant towards the relevant Event Organizer.
- 2.3. By submitting the newsletter application (this application is also part of the applications as startup and/or visitor) the Newsletter Applicant agrees to the fact that GITR will send newsletters and related information and offers to the email address that the Newsletter Applicant has provided.

In addition to this GITR will also provide the email address provided by the Newsletter Applicant to the Event Organizer deemed most relevant based upon the extension of the email address and other information provided in the application.

3. Costs

3.1. GITR will not charge the Startup Applicant for entering the competition. However, costs can occur during the competition, e.g. traveling expenses during the Global Final.

3.2. For Visitor Applicants there can be costs involved in signing up to attend a final. This can be a ticket price for example. Each final will have its own offer and ticketing policies varying by event.

4. Content

4.1. Applicants shall not reproduce any content or services, offered on the Website, for external sources without the correct reference to GITR.

4.2. Applicants shall not commercially use any content or services offered on the Website or in the newsletter for any purpose without the prior written consent of GITR.

4.3. GITR is entitled to remove any illegal or prohibited data and/or information from the Website without prior notice to the Applicant.

4.4. GITR is not responsible for any confidential information shared by Applicants on the Website. Please do not include any information you do not wish to be shared with others.

5. Contact with GITR, Event Organizers & Fans

5.1. The competition of GITR is made up out of individual GITR Events each run by Event Organizers that are licensed by GITR. In the cases where any Applicant enters into an agreement directly with a Event Organizer, they will be responsible together for the execution and/or fulfillment of agreements in which they enter with one another. GITR can and shall not be held accountable for any obligations resulting from these agreements and/or damages inflicted as a result of this mutual commitment.

5.2. Event Organizers are responsible for the selection process in their GITR Event.

5.3. The Startup Applicant and Fan are responsible for the execution and/or fulfillment of agreements in which they enter with one another. GITR cannot be held accountable for any obligation resulting from these agreements and/or damages inflicted as a result of this relationship.

5.4. GITR, its Event Organizers, and/or any of their partners can offer the Startup Applicant products and services during the competition, the applicant decides himself whether he would like to make use of these or not, these are unrelated to the competition.

5.5. By entering the competition the Startup Applicant accepts that he can be actively connected to potential Fans by GITR.

6. Application process

6.1. By submitting any of the application forms, the Applicant consents to enter into a agreement to use the services of GITR, including the use of the Website. GITR accepts the entry by activating the Applicant's account.

6.2. The Applicant guarantees that the information provided to GITR is true and non-misleading and does not use pseudonyms or nicknames.

6.3. The Applicant commits to keep his contact information as provided to GITR up to date.

6.4. GITR has the right to refuse an application of the Applicant or end the participation thereof in the competition and/or on the Website for reasons such as, but not limited to:

- Startups in industries such as the weapon, drugs and sex industry

- Startups that do not meet the selection criteria to partake in the GTR Competition (i.e. scalable, innovative, not older than 8 years, pitch in English)
- When the application includes insulting content such as, but not limited to: pornographic, violent or racist content.
- When the Applicant employs any mechanisms, software or scripts to damage the Website or any other software related to GTR and/or its partners.

6.5. The Startup and Visitor Applicant agree to be subscribed to the GTR newsletter.

7. Personal Information

7.1. GTR is committed to protecting the personal information of the Applicant provided via the Website. Through the Privacy Policy we explain how GTR uses the information provided by the Applicant.

8. Governing law and dispute resolution

The Agreement shall be exclusively governed by, and construed in all respects in accordance with the laws of The Netherlands without regard to its conflict of laws rules. Any claims, controversies or disputes arising out of or in connection with the Agreement that cannot be settled amicably between the Parties, shall be subject to the exclusive jurisdiction of the competent court of Rotterdam, The Netherlands.

Privacy Policy

1. Information Collection

1.1. GTR collects the information the Applicant provides through the application form on the Website, and stores it in its databases. The collected information may be shared with third parties in the following circumstances:

- 1.1.1. Where GTR needs to send the information to third parties that provide a service that is part of & relevant for the competition. Only the information that is needed to deliver the service, will be provided.
- 1.1.2. Where GTR needs to send the information to its Event Organizers that are using the information for contacting and selection purposes of the competition.
- 1.1.3. Where GTR can add value to the Applicant by connecting them to potential Fans.

2. Commercial use of Information

2.1. GTR will not provide the Applicant's information to third parties for unrelated marketing and/or sales purposes such as but not limited to direct marketing, advertising, or other direct commercial purposes. GTR will provide the Applicant's information to third parties for activities such as but not limited to anonymous research purposes and in cases where the information will be used for generating Fans or relationships between Fans and Applicants (i.e. an investor group would like to find startups in the competition to invest in).

3. Contact with Applicant

- 3.1. The Applicant may be contacted by GTR and its Event Organizers and/or partners for:
 - 3.1.1. Information regarding the Applicants request
 - 3.1.2. Updates on the competition and related activities
 - 3.1.3. Follow ups on the competition and related activities
 - 3.1.4. Services and other items offered by GTR partners related to the competition or the generating of Fans
- 3.2. The Applicant may be contacted by Fans for:

3.2.1. Fan proposals, such as but not limited to offers for investments, mentoring, job applicants and introductions.

4. Use of information by GITR

4.1. The Applicant's information may be used by GITR to:

- 4.1.1. Facilitate the services the Applicant requests
- 4.1.2. Connect the Applicant with Fans that can contribute to their startup
- 4.1.3. Provide information to the Event Organizer(s) and judges for selection purposes in the competition

4.2. Any usage of data that you have shared with another user (Event Organizer, Applicant or Fan) through the Website is beyond our control. GITR doesn't accept responsibility and cannot be held liable for consequences of such datasharing.

5. Modification of Privacy Policy

5.1. GITR reserves the right, in its sole discretion, at any time to modify or terminate the Website and services, or modify this Privacy Policy without notice. All modified policies will be effective five (5) working days after GITR has notified the Applicants of changes. If any modified terms are not acceptable to the Applicant, the Applicant's sole remedy is to cease using the Website and services, and send a written request to GITR asking it to delete all the information regarding Applicant stored in the GITR database. Upon receiving such written request GITR will stop using and sharing the information provided by and directly linked to Applicant, but will not (be able to) delete such information provided to other parties earlier on or secluded by way of integration into anonymised datasets. By continuing to use the Website and services after GITR has notified of the changes, the Applicant agrees to be bound by such changes.

6. Asset Transfer

6.1. In cases of acquisition, merger, reorganization or bankruptcy, parts of the organization or assets of GITR might be sold or transferred to third parties. In such transactions, the Applicant and Fan information generally is one of the transferred assets. As a result of the transaction, the information provided by Applicants and Fans may become subject to a different privacy policy of which the Applicant will be notified after which he can decide to continue using the services or not as described in article 5.

7. Your Consent

7.1. By submitting any of the forms on the GITR Website, you consent to our General Terms & Conditions. You further consent to the use and disclosure of your information as set out in this Privacy Policy.