

These terms and conditions govern your submission of responses to the Europe's Corporate Startup Stars 2019 questionnaire (the "**Submission**") for the fourth edition of 'Europe's Corporate Startup Stars 2019' (the "**Awards**"), which is a programme being run and managed jointly by Nesta and Mind the Bridge (please see paragraph 18 below for our full details).

Please read the below terms and conditions carefully before submitting your Submission. By submitting your Submission, you accept these terms and conditions and agree to comply with them on your own behalf and on behalf of any organisation you are representing.

Please note that the [terms and conditions](#) for the nomination stage of the Awards shall continue to apply in respect of that stage and all information provided at that stage.

For further information on the Awards, please see our [FAQs](#).

1. **Eligibility:** By submitting a Submission, you confirm that your organisation complies with the eligibility criteria. This means it must be a company that meets the EU definition of a "large company". The company may be headquartered anywhere in the world, but for the purpose of the Awards and this evaluation, we will consider firms' engagement activities with EU startups only. For more information on the edibility criteria, please see our [FAQs](#).
2. **Making a Submission:** Submissions must be submitted by completing the online questionnaire, a link to which will be provided to you by Nesta. You must complete the questionnaire in order to be considered for a ranking in the Awards. If any parts of the questionnaire are non-mandatory, these will be clearly identified in the questionnaire itself.
3. All information disclosed in your Submission must be true, accurate and not misleading and you shall notify us immediately of any errors in or changes to the information provided. We may request additional information if necessary. All material submitted as part of your Submission is generally non-returnable.
4. By submitting a Submission, you grant Nesta and Mind the Bridge a non-exclusive, perpetual, royalty-free, worldwide licence to use and reproduce the Submission without restriction in any and all media, including in electronic format and hard copy, and including on [nesta.org.uk](http://nesta.org.uk), for the purposes of administering the Awards and you hereby irrevocably waive, for the benefit of Nesta and Mind the Bridge, all moral rights in the entry material to which you are entitled.
5. You confirm that you have obtained all consents, licences and permissions necessary to submit your Submission to the Awards, to provide all information included in your Submission and to grant the rights granted to us under these terms and conditions.
6. **Closing Date:** Entries open on 1 May 2019 and must be submitted by 11.59pm on 1 July 2019. Submissions received outside this time period will not be considered.

7. We will share the information contained in your Submission with Mind the Bridge and our judging panel in order to help us assess the Submissions. We may also share the information you provide in your Submission with any other organisations and individuals and that we may engage to help us run the Award. We will share a report with our general analysis and observations on the Programme with the European Commission but this report will not identify any individual organisation.
8. **Use of Personal Information:** We are committed to protecting privacy and we take all reasonable precautions to safeguard personal information you give to us. We will use that information in accordance with all relevant Data Protection Legislation and Regulations.

In your Submission, you will be required to provide your personal information and/or the personal information of the individual representing the organisation for the purposes of the Submission. This will include information such as name, company, roles, country and professional email address.

Please make sure that any personal details you provide are accurate and up to date, and let us know about any changes. If you are providing any personal details on behalf of another individual, you must ensure that you have obtained their consent to share their personal information and it being used in the manner described in these terms and conditions.

Any personal information provided will be used by both Nesta and Mind the Bridge as is necessary to process your nomination and to fully assess your nomination. Both Nesta and Mind the Bridge will be joint data controllers for the purpose of processing the personal information. For more information about how personal data will be used please see our privacy policies (<http://www.nesta.org.uk/privacy> and <https://mindthebridge.com/privacy-policy/>).

We use Surveygizmo to process Submissions, and they only process your information on our instructions. Surveygizmo operate in the US and comply with the EU-U.S. Privacy Shield Framework. Please see their privacy policy <https://www.surveygizmo.com/privacy/>.

We may share your personal information with other organisations and individuals that we may engage to help us run the Award, including for example our judging panel but we will let you know who these organisations/individuals are before doing so.

If you give us consent to do so, we will also let you know about other Nesta and Mind the Bridge events and activities.

We will only keep any personal information for the purpose of operating the Award and we will securely delete this personal information when it is no longer needed for that purpose. When this Award process has ended we will retain the personal information for 3 years for evaluation and business development

purposes, and to provide you with future opportunities to apply for similar Awards in the future. If you do not wish us to contact you about future opportunities, please let us know by writing to us or emailing us at [information@nesta.org.uk](mailto:information@nesta.org.uk).

We may keep the information you provide for our own legitimate business interests for statistical analysis purposes, so we can review, develop and improve our business activities, but we will only keep any personal information if it is necessary to do so, and will always put in place appropriate safeguards, including where possible anonymising or minimising the data retained.

If you want to know what personal information we hold about you, or want us to delete, restrict or stop using any information, or if you are unhappy with how we are using your personal information in any way, please email or write to us at [information@nesta.org.uk](mailto:information@nesta.org.uk) or 58 Victoria Embankment London EC4Y 0DS UK.

If you are unhappy with how any complaint about how we may have used your personal information has dealt with by us, you have the right to complain to the Information Commissioner at Wycliff House, Water Lane, Wilmslow, Cheshire SK9 5AF or the following link <https://ico.org.uk/concerns> or helpline: 0303 123 1113.

By participating in the Awards, you consent, to the collection, retention, usage and distribution of your personal information for the purposes outlined in these terms and conditions and the privacy policies of Nesta and Mind the Bridge. Where you have provided personal information relating to another individual, you confirm you have also obtained their consent for their personal information to be used in this way.

9. **Publicity:** If your Submission is successful you agree on behalf of the organisation you are representing to participate in publicity for the Awards. You consent to Nesta and Mind the Bridge using the name of the organisation you are representing, a summary of your Submission, your ranking(s) as determined in the course of the Awards, your selection as winner (if applicable) in the Awards, photographs and videos featuring the organisation you are representing in promotion and publications relating to the Awards in any media and online. We will not publicly disclose any commercially sensitive information marked as such which you have disclosed as part of your Submission but ask that you do not disclose such information unless necessary or specifically requested in the questionnaire. Nesta may ask you and other individuals involved in your Submission to support and/or participate in promotional activities on reasonable notice.
10. **Awards Ceremony:** If the organisation you represent is selected as a winner of the Awards, a number of representatives of the winning organisation will be invited to attend an awards ceremony in Brussels at such time and date as we may specify. The costs incurred in attending this ceremony (including without limitation travel and accommodation costs) are your or your organisation's sole responsibility (as applicable) and we and Mind the Bridge shall not be responsible for these costs in any circumstances. Nesta reserves the right to

post-pone, cancel and/or change the location of the ceremony at any time in its sole discretion.

11. **General:** Nesta and Mind the Bridge reserve the right to (i) vary these terms and conditions at any time; (ii) extend any deadlines or suspend or withdraw the Awards at our discretion. Variations will take effect from the date they are posted on Nesta's website so you must check these pages regularly. The decision of Nesta and Mind the Bridge in all matters relating to the Awards is final and no correspondence will be entered into.
12. You must bear any costs relating to your Submission and are responsible for all costs and arrangements associated with submission and selection.
13. Nesta and Mind the Bridge accept no responsibility whatsoever for any technical failure or malfunction, problems with postal collection or delivery, internet issues, damage to a computer from submitting a Submission or accessing Nesta or the Mind the Bridge's websites or downloading material, or any other problem which may result in any Submission not being properly received or registered, nor for any damage, loss, liabilities, injury or disappointment incurred or suffered by as a result of being nominated for the Awards, submitting a Submission or accepting selection. Proof of delivery of a Submission is not proof of receipt by us. All lost, damaged or incomplete Submissions will be deemed invalid.
14. Nesta's and Mind the Bridge's aggregate maximum liability to you or anyone else under these terms and conditions (if any) will be limited to £100. Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by negligence or fraudulent misrepresentation made by us.
15. Nesta and Mind the Bridge shall not be liable for any failure to comply with their obligations relating to the Awards where the failure is caused by something outside their reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, cyber terrorism, hacking or any other circumstances amounting to force majeure.
16. These terms and conditions do not create any rights or benefits enforceable by any third party.
17. These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the English Courts.



18. The Organisers are: Nesta, a company limited by guarantee and registered in England and Wales with company number 7706036 and a charity with registered number 1144091, whose registered office is 58 Victoria Embankment, London EC4Y 0DS; Mind the Bridge Inc., a Delaware company with EIN: 81-1407799 whose registered office is 450 Townsend St., San Francisco, CA 94107, USA; and Mind the Bridge Foundation, a foundation registered in Italy with VAT 02532040181, whose registered office is Via Cuzio 42, Pavia 27100.