

Terms and Conditions

Last updated: 17 December 2020

Please read these Terms & Conditions ("Terms", "Terms & Conditions") carefully before:

- Applying for the soft-landing programme 2021 by GNSS.asia (the "Programme") as a start-up through the Programme's Open Call (the "Open Call") via the survey platform provided by Survey Monkey (the "Application Platform");
- Downloading and uploading documents from the website and application platform;
- Participating in the Programme.

The Programme, including its components such as the Open Call, is implemented by GNSS.asia ("us", "we", "our", "GNSS.asia Consortium" or the "Organisers"), a project funded by the European Union within Horizon 2020, the EU Framework Programme for Research and Innovation, under Grant Agreement no 870296. The Grant Authority of this Grant Agreement is the European GNSS Agency (GSA).

GNSS.asia is implemented by a consortium of legal entities consisting of:

- SpaceTec Partners GmbH – lead (Germany)
- SpaceTec Partners SRL (Belgium)
- European Union Chamber of Commerce in China (China)
- European Chamber of Commerce in Taiwan (Taiwan)
- EU-Japan Centre for Industrial Cooperation (Japan)
- Investment, Innovation & Research Alliance (IIRA) (India)

Your application for, access to, participation or involvement in the Programme is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, applicants and others who access or use the Platforms, and to all applicants and participants, coaches, experts and partners of the Programme. You confirm that you are at least 18 years old, and you are legally capable of entering into binding contracts.

By applying for, accessing, or participating in the Programme, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not apply for or participate in the Programme.

1 Introduction

1.1 Objectives

The Programme with the duration of approximately one year and dedicated to European start-ups has the objective to foster the growth of young businesses that use GNSS. The Programme features a multiple-month coaching programme, dedicated online training sessions, newsletters and ecosystem exploration missions which might potentially include physical travel. Participation is limited to up to 10 GNSS-based start-ups per edition which have been selected for participation (see 2.2 Selection of Start-ups).

1.2 Contracting party

The contracting party in these Terms is the GNSS.asia Consortium led by SpaceTec Partners GmbH, with its registered address at Rumfordstrasse 10, D-80469 München, Germany.

1.3 Start-ups

The Start-ups (“Start-up”, “Start-ups”) are teams who have been selected to participate in the Programme. Each participating Start-up is represented by a “Team Leader”, who is the formal and sole contact point with the Organisers. Any planned or unplanned changes to the team composition of a Start-up are to be announced to the Organisers by the Team Leader without undue delay. The Team Leader remains the single formal interlocutor with the Organisers.

Teams who are applying or are invited for participation to the Programme – but who have not (yet) been selected – are referred to as “Start-up Applicant” or “Start-up Applicants”. Each Start-up Applicant is represented by an Applicant Team Leader, who is the formal contact point with the Organisers.

1.4 Content

Our Platforms allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for the Content that you post to the Platforms, including its legality, reliability, and appropriateness.

By posting Content to the Platforms, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Platforms. You retain any and all of your rights to any Content you submit, post or display on or through the Platforms and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Platforms, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Platforms does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. Further, you warrant that: (i) the Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation; (ii) the Content will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; (iii) the Content will not be unsolicited, undisclosed or unauthorised advertising; (iv) the Content does not contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and (v): the Content does not bring us or the Platforms into disrepute.

You agree to keep all records necessary to establish that your Content does not violate any of the requirements this clause and make such records available upon our reasonable request.

We are under no obligation to regularly monitor the accuracy or reliability of your Content incorporated into the Platforms. We reserve the right to modify or remove any Content at any time.

2 Participation as a Start-up

2.1 Right of participation

Only legal of legal adult age are allowed to participate in the Programme as a Start-up. Participation in the Programme is accepted on the condition of a Start-up Applicant’s selection through one of the methods as indicated in: 2.2 Selection of participants, and on the condition of the Start-up Applicant’s compliance with the eligibility criteria to participate, namely:

- Intended use of GNSS for the Start-up Applicant’s products or services;

- The Start-up Applicant is established in a Member State of the European Union¹
- The Start-up Applicant is incorporated and is younger than 5 years

2.2 Selection of Start-ups

Participation to the Programme is granted on the discretion of the GNSS.asia Consortium and in consultation with GSA, based on the procedures and processes that were established by the GNSS.asia Consortium, and in compliance with the Right of Participation (see Section 2.1). The decisions on the selection of Start-ups made by the GNSS.asia Consortium shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Start-up Applicants in the Programme. Start-up Applicants shall have no right to justification for the decisions made by the GNSS.asia Consortium of any selection procedure.

For the Programme, participation can be granted by the GNSS.asia Consortium to:

Up to 10 Start-up Applicants who have been selected through the Programme's Open Call after a selection procedure, of which the result is confirmed by the GSA. For more information see: 2.3 Open Call);

The procedure welcomes all participants and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

2.3 Open Call

2.3.1 Objective of the Open Call

The Open Call is a competition for Start-up Applicants to participate in the Programme. The first phase of the Open Call will open an entry period for applicants between 16 December 2020 and 26 March 2021. The first phase will require Start-up Applicants to provide a pitch deck. An evaluation period will follow in which applications will be evaluated by the GNSS.asia Consortium. In a second phase of the Open Call, selected Start-up Applicants might be requested to upload a video pitch between 26 March 2021 and 16 April 2021. Start-up Applicants selected for participation in the Programme will be notified end of April 2021.

2.3.2 Submission period and procedure

The first phase of the Open Call will open an entry period for Start-up Applicants between 16 December 2020 and 26 March 2021. Interested Open Call Applicants must apply during this time and follow the procedure below.

The Open Call is organised and executed exclusively in English via the Application Platform. To participate in the Open Call, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation in the Open Call. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering as an Open Call Applicant.

The application to be submitted for the Open Call (the "Open Call Application") consists of two parts: 1) the collection of your company and/or personal information and 2) the uploading of supporting media/documents. The information you share in your Open Call Application will be viewed by the GNSS.asia Consortium and the GSA for the purpose of evaluating your Open Call Application.

¹ In accordance with Articles 137 and 138 of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, applicable Union law continues to apply to the UK in respect of the implementation of the Union programmes and activities committed under the 2014-2020 MFF until their closure. Therefore, UK applicants are considered to be EU applicants for the purposes of this call.

Only upon completion of all required fields you will be able to submit your application. You may withdraw your Open Call Application before the deadline of the application entry period: 23:59 CET on 26 March 2021. However, you are not able and are not allowed to save the application form on the application platform and hence may not make any edits or resubmit your application at any point. However, if any edits or resubmission might be judged inevitable from your side, you may contact hello@gnss.asia. Any updates to your application are only at the discretion of the GNSS.asia Consortium and are not subject to a dispute by the applicant. You are encouraged to submit your application well before the deadline in case IT issues arise.

Open Call Applications that have not been submitted, or Open Call Applications submitted past the abovementioned deadline, are not eligible for evaluation and will under no circumstances be reviewed by us. Following the application deadline, eligible applications will be reviewed by GNSS.asia and the GSA.

In the second phase of the Open Call, a selected number of applicants will be requested to upload a 3-minute video pitch between 26 March 2021 and 16 April 2021. Start-up Applicants selected for participation in the Programme will be notified at the end of April 2021.

The GNSS.asia Consortium will evaluate start-ups (after the open call, ad hoc or for specific missions where start-ups are invited to join an EU GNSS delegation), after which the results will be confirmed by GSA. Start-up Applicants will be scored with a number from 5 to 20 for each criterium based on a scoring chart.

The following criteria are used for evaluation:

- Technology & Innovation: is the Start-up offering a high-tech, cutting-edge GNSS-based solution?
- Traction: does the Start-up have existing market demand in Europe? How are initial sales going? Has the Start-up found access to finance or funding (e.g. business angel, VC, grants...)?
- Galileo/EGNSS relevance: is the Start-up using Galileo and/or a potential ambassador for European innovation in GNSS?
- Market potential in Asia: does the Start-up have a potential and well-defined market potential in Asia? What is the monetisation strategy? Is the added value of market access to Asia specified? Is the Start-up determined?
- Local exhibition relevance: does the local exhibition to which travel support would be granted relevant add value to the Start-up? To which extent is its presence relevant?
- Team: what is the team's skillset? Is the team balanced? What is the motivation or commitment? How experienced is this team?

2.3.3 Personal data and company information shared through your Open Call Application

The personal data and company information that you share during user registration and your application will not be shared with any parties other than the GNSS.asia Consortium, the GSA and the Platform, solely for the purposes of executing the Open Call.

During the evaluation process, you may be contacted by us in order to provide further details about your Open Call Application. In this case, the additional information you provide over the phone, in person, in written or by e-mail will be treated according to the same standards as the Open Call.

The Organiser confirms that we will not share any of the information contained in your Open Call Application with anyone other than the GNSS.asia Consortium, the GSA and the Platform.

2.4 Conditions of participation

2.4.1 Intentions and commitments from Start-ups

Start-up Applicants who are given the opportunity to join the Programme as a Start-up receive a unique opportunity to benefit from the Programme. For each selected Start-up, several other interested and motivated Start-up Applicants have been denied participation due to the very limited availability of places in the Programme. Considering this reality, upon participation in the Programme, Start-ups agree to do this to their best intentions and commitments, which includes but is not limited to:

- Participation to all organised sessions (e.g. meetings, events, training etc.) with at least one team member (we invite you to participate with as many team members as you wish);
- Timely completion of required documents for coaching, networking and logistical purposes (e.g. inputs to coaching plans, inputs to results brochure, etc.);
- Availability and capacity for potential physical travel to the Asia-Pacific region in case travel restrictions ease;
- Inform Organisers when your participation to the Programme becomes void, for example, if you stop having any intentions for internationalisation that you committed to in your Open Call Application.

Any failure to deliver the minimal above commitments is a breach of your participation as a Start-up and may result in a termination of your participation to the Programme.

2.4.2 Financial support

Each start-up of up to 10 European start-ups will be eligible to receive up to €2,000 of financial support for their travel reimbursement to a GSA-approved exhibition or conference to Asia, in order to facilitate their interactions with local markets and industry. Any travel costs up to €2,000 will be reimbursed within 30 days by the Organisers following the submission of a travel cost declaration including well justified receipts.

To process the travel cost declaration, the Organisers may ask for a proof of identity, including a copy of your ID-card, proof of residence or a company extract, of which non-essential information may be blurred. The required information includes your name, national tax number or identification number, nationality and proof of residence.

2.5 Personal data and company information shared through your participation to the Programme

Your personal data including contact details, e-mail addresses, phone numbers, or confidential information about your product or company which you share during your participation to the Programme will not be shared with any parties other than the Organisers, the Platform, the GSA and the event organisers or security teams of the events where potential events might take place.

With your participation in the Programme as Start-up, you agree to the use of your personal data for the following purposes:

- Promotion & Communication: the Programme is funded by Horizon 2020. In its objectives to support start-ups in the GNSS downstream sector, a comprehensive communication campaign is essential. The Programme's communication tools, such as the website and social media, are used as multipliers for the visibility of programme Start-ups, contributing to their business potential. The Programme may use your team or company name and a description of your start-up or business idea for such public promotion and communication purposes. For use of your personal data in this context, we will seek your prior and explicit consent;
- Events: for a smooth organisation of events, which may be subject to security measures, we may invite you to share and use personal data, such as your travel schedules, first and last name, birth date,

nationality, passport or ID-card number, dietary preferences. These data will be shared with the event venues and local security teams and will only be used for the organisation of the events;

- Travel Arrangements: to facilitate a Start-up's participation to a mission to Asia, individually or as part of an EU industry delegation, we may ask for your travel schedules, first and last name, birth date, nationality, passport or ID-card number, dietary preferences;
- Coaches: to ensure a good interaction with your coach, we will provide him/her with your first and last name, company name, e-mail address and phone number. These data will only be used for coaching and training purposes;
- Verification of cost reimbursements: as indicated in 2.4.2, for the verification of cost reimbursements the Organisers may ask for a proof of identity, including a copy of your ID-card, proof of residence or a company extract, of which non-essential information may be blurred. The required information includes your name, national tax number or identification number, nationality, and proof of residence; and
- Essential notifications: to administer your (potential) participation in the programme, the Organisers send notifications to the e-mail addresses of the Team Leaders of the Start-up Applicants in the Programme. As an alumni to the Programme, your subscription to these notifications will survive your participation to the Programme, but can be ceased any time by clicking on the respective link in the bottom of the notification, or by writing us a message at hello@gnss.asia.

2.6 Proprietary rights, limited right to use

Any and all proprietary rights, including but not limited to rights to and in inventions, patent rights, utility models, copyrights, trademarks and trade secrets, in and to any Confidential Information shall be and remain with the Start-ups respectively. The Organisers shall not have any right, license, title or interest in or to any confidential information, except the limited right to review, assess and help develop such Confidential Information in connection with the Programme.

3 Termination

We may terminate your participation to the Programme in written (by letter or e-mail) without limitation if you breach these Terms & Conditions. This termination will take effect immediately after such termination letter or e-mail has been sent, with the date indicated on post or time stamps as legal basis. Upon termination, your right to benefit from the Programme will immediately cease.

If you wish to terminate your participation to the Programme, you may do so in written (by letter or e-mail). This termination will take effect immediately after such termination letter or e-mail has been sent.

Any termination before or during a Start-up's travel mission to Asia nullifies the Start-up's reimbursement of travel costs up to €2,000 notwithstanding any travel arrangements, bookings, prepayments or reservations which were made or prepaid by the Start-up. Any cancellation of a travel mission due to a force majeure shall be discussed on a case-by-case basis with the Start-up to determine whether and to which extent a reimbursement can be made of any prepaid travel arrangements.

If an Start-up Applicant has not been selected for participation to the Programme, following the selection procedures as indicated in 2.3, the Start-up Applicant's participation will cease automatically.

All provisions of the Terms & Conditions which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and Non-Disclosure Agreements.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

4 General Clauses

4.1 Accounts

When you submit an application on our Platforms, you must provide us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your application and your participation to the Programme.

4.2 Copyright policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platforms infringes the copyright or other intellectual property of any person (“Infringement”).

If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes a copyright infringement that is taking place through the Platforms, you must submit your notice in writing to the attention of “Copyright Infringement” of hello@gnss.asia and include in your notice a detailed description of the alleged infringement, as well as the following information:

- Your name and address;
- Details of the alleged breach of copyright; and
- URL link to the alleged breach of copyright (if applicable)

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresenting that any content is infringing your copyright.

4.3 Intellectual property

The Programme, the Platforms and their original content (excluding Content provided by Start-ups and Start-up Applicants), features and functionality are and will remain the exclusive property of the Organisers. The Programme and the Platforms are protected by copyright, trademark, and other laws of Germany. Our trademark and trade dress may not be used in connection with any product or service without the prior written consent of the Organisers. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

You are permitted to use the Programme and the Platforms only as authorised by us. Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute.

You must not modify the physical or digital copies of any Content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.

As a user of the Platforms, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platforms to create, display, use, play and download Content subject to these terms.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users on the Platforms are those of the respective authors or distributors and not of us.

Any images taken by the Organisers during programme and/or during an event of the programme are and remain the property of the Organisers. You may not print, copy, reuse or distribute these images without the permission of the Organisers.

4.4 Links to other sites

Our Programme and Platforms may contain links to third-party websites or services that are not owned or controlled by the Organisers.

The Organisers have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Organisers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites does not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

4.5 Indemnification

As a condition of your participation to our Programme, and/or access to and use of our Platforms, you agree to indemnify us, our Partners and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, health fees and expenses or travel fees and expenses, relating to any claim arising out of related to your participation to the Programme and access to and use of the Platforms, or your breach of these Terms & Conditions and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

4.6 Limitation of liability

You agree that we shall not be liable for any damages suffered as a result of participating in the Programme and/or using the Platforms, as well as copying, distributing or downloading Content from the Programme and Platforms.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) through your application to the Programme on the Platforms, or through your participation in the Programme, however it arises, whether for breach of contract or in tort, even if the possibility of such damage has been previously advised of.

In no event shall we be liable for any claims by a third party in tort or contract, including, but not limited, to any misleading statements made and/or incorporated into any Content provided by third parties, such as manufacturers and wholesalers, and users of the Platforms. It is your sole responsibility to ensure the accuracy of the data inputted on the Platforms.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Platforms and will not make a claim against us for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Platforms. You must not assign or otherwise dispose of your account to any other person.

In no event shall we be liable for any claims as a consequence of health risks, disease or sickness acquired during your participation to the Programme at home or during your travel arrangements to or from Asia. This includes COVID-19 or any other health conditions. In no event shall we be liable for any claims as a consequence of lockdowns, travel restrictions, travel interruption, cancelled or delayed flights or journeys. This includes any measures taken as a consequence of COVID-19 or any other health conditions. We strongly recommend all Start-ups to take a health and travel insurance which covers for the abovementioned risks, which is not reimbursed by the Organisers. We urge all Start-ups to closely monitor and follow all health guidelines issued by local authorities.

4.7 Disclaimer

Your participation to the Programme or your use of the Platforms is at your sole risk. The Programme and its Platforms are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. The Programme and its Platforms are provided on an "AS IS" and "AS AVAILABLE" basis.

The Organisers do not warrant that a) the Programme or Platforms will function uninterrupted, secure or available at any particular time or location; or b) the results of participating in the Programme or using the Platforms will meet your requirements. The Organisers also do not warrant that a) any errors or defects in the Platforms will be corrected; b) the Platforms are free of viruses or other harmful components.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access or, alteration of or use of record in connection with the use or operation of the Platforms, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Platforms for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platforms or that the operation of the Platforms will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Platforms.

4.8 Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

4.9 Governing law

These Terms & Conditions shall be governed and construed in accordance with the laws of Germany, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms & Conditions will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms & Conditions will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Programme and supersede and replace any prior agreements we might have between us regarding the Programme.

4.10 Changes

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms & Conditions for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platforms or participating in the Programme. Your continued use of the Platforms or participation in the Programme will be deemed as your acceptance thereof.

4.11 Contact us

If you have any questions about these Terms, please contact us at hello@gnss.asia.