



SEED Foundation Secondary School Student IdeaPOP! Startup Pitch Competition

TERMS AND CONDITIONS (“Terms”)

PLEASE READ THESE TERMS CAREFULLY, AS THEY APPLY TO YOUR APPLICATION AND PARTICIPATION IN THE SEED FOUNDATION SECONDARY SCHOOL STUDENT IDEAPOP! STARTUP PITCH COMPETITION (AS DEFINED BELOW). BY PARTICIPATING, YOU ACCEPT THESE TERMS AND AGREE TO BE BOUND BY THEM.

SEED Foundation Limited is a charity under section 88 of the Inland Revenue Ordinance (Cap 112) under the laws of Hong Kong Special Administrative Region (“SEED Foundation”, “SEED”, “Foundation”, “we”, “us” etc.).

We are organizing Secondary School Student IdeaPOP! Startup Pitch Competition and a series of events to support the career development and entrepreneurial aspirations of young people. (together, “SEED Foundation Secondary School Student IdeaPOP! Startup Pitch Competition”, “IdeaPOP!”, “Competition” etc.)

These Terms are incorporated into the SEED Foundation Disclaimers (“Disclaimers”) by reference. Any terms used in these Terms will have the same meanings as those in the Disclaimers unless otherwise specified. Any reference to “Services” in the Disclaimers or herein includes SEED Foundation Secondary School Student IdeaPOP! Startup Pitch Competition.

1. Definitions

Capitalised terms used in these Terms shall have the following meanings:

“Participant”

means the students and teachers accepted and registered by the Foundation for participation and enrollment in the Competition organized by the Foundation;

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"SEED Foundation Secondary School Student IdeaPOP! Startup Pitch Competition"

means the startup pitch competition and the series of events offered by SEED Foundation. Any data, material or information, in any format whatsoever, including (without limitation) any marketing materials, adverts, promotional materials, posters, text, software, images, graphics, photos, videos, sound recordings, audio and video recordings, directories, databases or listings, that are in relation to the Competition and were created by or on behalf of the Foundation;

"Activities"

means events or workshops in any kinds of format in the relation to the SEED Foundation Secondary School Student IdeaPOP! Startup Pitch Competition;

"IP Rights"

means any trademarks, service marks, logos, trade names, corporate names, Internet domain names, patents, registered designs, copyrights, design rights, database rights, rights in designs, inventions, semiconductor topography rights, know-how, trade secrets, teaching & learning materials, or any similar right exercisable anywhere in the world, and all applications or rights to apply for the same (where such applications can be made), whether presently existing or created in the future, and whether registered or not, and all benefits, privileges, or rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;

"PICS"

means the personal information collection statement provided to you at the time you submit Your Application or any amended versions to which you subsequently consent;

"Third Party Materials"

means any materials, information and/or content (in any format whatsoever) provided, uploaded, transmitted, submitted or posted by or sourced from any third party;

"you" or "your"

means you, the person who enrolled in the Competition organized by the Foundation;

"Your Application"

means the application form submitted by you, for participation in the Competition as a Participant;

"Your Content"

has the meaning given in Clause 7.

2. The SEED Foundation Secondary School Student IdeaPOP! Startup Pitch Competition

1. The SEED Foundation Secondary School Student IdeaPOP! Startup Pitch Competition is organised and hosted by the Foundation. By submitting Your Application and/or participating in the Competition, you agree to be bound by and accept these Terms. If you do not agree to these Terms, then you must not submit Your Application or participate in the Competition.
2. The Foundation shall specify the rules and procedure in relation to the Competition and/or the Activities and how they shall be conducted. The Foundation has the right to amend, modify and/or supplement such rules and/or procedures at any time, in its sole discretion, with no liability to you. Your continued participation in the Competition and/or failure to withdraw Your Application after the amended rules and procedures and/or Terms constitutes your acceptance of such amendments and/or revised Terms. If you do not agree to any amendments to the rules or procedures, your sole remedy is to withdraw Your Application and to cease participating in the Competition.
3. The Foundation shall have the absolute discretion to make any decisions in relation to the Competition, and its decisions shall be final and binding.
4. You acknowledge and agree that the Foundation, at its sole discretion shall have the right to record the Competition (in any format), and broadcast, stream or transmit the Competition in whatsoever manner (including, without limitation, as a live-stream), as well as allow the public to attend, view, and/or watch any broadcast or recording of the Competition, either for free or in return for compensation. You shall not have any right to edit, object to or request the take down of, and shall not have any rights, title or interest in such recordings or broadcasts (in any format whatsoever), and all IP Rights in such recordings or broadcasts are owned by the Foundation as the Competition Content, pursuant to Clause 9. You shall not be entitled to any part of the compensation received by the Foundation from the public, or any distribution, broadcasting or licensing revenue received by the Foundation.
5. All costs and expenses incurred by you in relation to Your Application and/or your participation in the Competition Events shall be borne solely by you.

3. Registration

1. You understand and agree that not all applications for participation as a Participant in the Competition will be accepted by the Foundation. The Foundation shall have the sole and final discretion in deciding whether to accept Your Application.
2. You understand and agree that, when you sign up for the Competition, Your Application will be evaluated by more than one judge and automatically rolled over for multiple screenings and scorings

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whenever applicable. You also understand that any documents and information submitted could be updated before each submission deadline if necessary.

3. You acknowledge and agree that you can only participate in the Competition as a Participant if:
 - a. you have submitted Your Application with all the mandatory information completed, and Your Application is accepted by the Foundation and you are registered to participate in the Competition;
 - b. you currently study in a secondary school education program in Hong Kong;
 - c. you form a team of four (4) students along with a teacher as your team's advisor (i.e. having a total of 5 members); and
 - d. Your Application is submitted on a school team basis.
4. If you wish to participate in the Competition as a Participant, then you must submit Your Application via the provided registration link, and provide any supporting documents requested by the Foundation from time to time. Your Application must be submitted on or before the relevant application deadline stated on the Platform in order to be taken into account by the Foundation.
5. The Foundation has the sole discretion to determine whether or not to accept or reject Your Application, for any reason whatsoever, with no liability to you.
6. You represent and warrant that all information and materials submitted by you in relation to Your Application and any supporting documents shall be complete, accurate and not misleading, and shall not infringe the rights of any third parties. Upon becoming aware that any information or materials provided by you to the Foundation are no longer complete, up-to-date or accurate, you shall promptly notify us at ideapop@seedfoundation.hk.

4. Event Program And Cancellation By Us

The Competition is subject to change. We may change or cancel the Competition at any time and may deny, limit or cancel a verification for the Competition (including a confirmed verification) at any time with or without reason. Without prejudice to the foregoing, we shall not be liable to you in any way for any loss, damages, costs or expenses suffered or incurred (directly or indirectly) by you in relation to the Competition, or any changes to or cancellations of the Competition (in whole or in part).

5. Code Of Conduct

You agree to behave in such a way as to create a safe, supportive environment while at the Competition and any related event(s). You agree not to engage in disruptive speech or behavior or otherwise negatively interfere with the Event or other individuals' participation in the Competition. You will comply with all applicable laws and regulations and agree not to engage in any form of harassment, offensive, discriminatory or threatening speech or behavior, including relating to race, gender, sexual orientation, religion or disability. We may require participants engaging or threatening to engage in such behavior to leave the Competition or related event immediately. If you witness such behavior, please promptly contact our staff member so direct action can be taken.

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Specifically, you agree that you shall:

1. not contravene or infringe any third party's rights;
2. not engage in any activity that interferes with, disrupts or adversely affects the Competition or other Participants' participation in the Competition;
3. not engage in any harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene, dishonest, discriminatory, immoral or menacing behaviour;
4. not make any statements, comments or issue any materials that are derogatory, defamatory or adverse to the reputation of any member of the Foundation or the Competition;
5. comply at all times with all rules and procedures issued by the Foundation in relation to the Competition;
6. not copy, modify, reproduce, download, re-publish, sell, distribute or create derivative works from any Competition Content (in whole or in part);
7. not take any action or allow any third party to take any action that would enable you, or any third party, to gain unauthorised access to, monitor or to tamper with or use any computer systems or networks of the Foundation or any third parties; and
8. utilize any Competition Content only for purposes that are expressly permitted by these Terms.

6. Information About You

Your contact details and other information will be handled in accordance with the information handling practices described in the Privacy Policy. You consent to the collection, use and disclosure of the information you enter when registering for the Competition by us and our affiliates in accordance with that Privacy Policy.

7. License To Use Items

In consideration of the opportunity to participate in the Competition, you grant the Foundation a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable license to use, copy, reproduce, process, adapt, publish, create derivative works from, incorporate into any Competition Content, translate, transmit and disseminate the following ("Your Content"):

1. any data, material, information, submitted or presented by you (in any format whatsoever) to the Foundation or its service providers, or any social media Platform in relation to the Competition Event, and or otherwise in connection with or during the Competition; and

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2. any photographs, images, videos, audio and/or sound recordings, that the Foundation or its service providers make, create, live stream, broadcast or record of you, your employees and/or representatives in connection with the Competition, in any form, media or technology whatsoever, for the purposes of administering, organising, providing, hosting, fulfilling, promoting, marketing, advertising and/or showcasing the Competition, and as otherwise permitted under these Terms. The Foundation reserve the right (but shall have no obligation) to remove, pre-screen, review, flag, filter, modify or refuse any of Your Content, at its sole discretion.

8. Confidentiality

1. You understand and agree that Your Content is not confidential and may be disseminated and disclosed by the Foundation and its sub-licences pursuant to Clause 6.1, and may become known to the public (including, without limitation, when members of the public attend the Competition or view any promotional or marketing materials).
2. The Foundation shall not be responsible for and assumes no liability to you to maintain the confidentiality of any of Your Content. It is your obligation to ensure that no proprietary or confidential information or materials are provided to the Foundation, as this will be subject to Clause 7.
3. For the avoidance of doubt, this Clause 8 is without prejudice to the PICS.

9. Foundation's IP Rights

1. You acknowledge and agree that as between you and the Foundation, all rights, title, interest and IP Rights in relation to the Competition Event(s), the Competition Content and the Platform are owned by the Foundation or its third party licensors.
2. You have no rights, title or interest in relation to the Competition Event(s), or the Competition Content (excluding Your Content).
3. You shall not use any trade mark, service mark, trade name, logo or any other IP Rights of any member of the Foundation, and nothing in these Terms shall be construed as granting you any rights to such trademarks, service marks trade names, logos or IP Rights. You shall not use any trade mark, service mark, trade name, logo, image or content of any third party without that third party's prior authorisation. You shall not use any trade mark, service mark, trade name, logo, image or content in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, logos, images or content.

10. Third Party Materials

1. You acknowledge and agree that the Foundation shall not be obligated to (but reserves the right at its sole discretion to) actively monitor or exercise any control whatsoever over any Third Party Materials. The Foundation does not endorse, verify or otherwise certify any Third Party Material, including any that may be incorporated in the Competition Content.
2. The Platform may include hyperlinks to other websites, content or resources, which are hosted, offered or provided by third parties unrelated to the Foundation. You understand and agree that:
 - a. the Foundation has no control over, does not monitor and does not endorse such third party websites, content, or resources; and
 - b. the Foundation makes no guarantee or warranty, and is not responsible for any such external websites, content or resources (or any products, goods or services promoted, referred to or offered on such external sites or resources).

11. Assumption of Risk

You acknowledge and agree that your attendance and participation in the Competition is voluntary and at your sole risk, and the Foundation disclaims any and all liability in relation to your attendance and participation in the Competition or your attendance at the Premises, to the fullest extent permitted by applicable law.

12. Disclaimers

1. The Competition Content are for your general reference only, and are not intended to amount to any advice on which you should rely.
2. Your participation in the Competition and your use of Competition Content, are at your sole risk and such is provided "AS IS" and "AS Available" basis.
3. To the fullest extent permitted by applicable law, the Foundation expressly disclaims all warranties and conditions of any kind in respect of the Competition, Competition Content, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, completeness and accuracy.
4. Without prejudice to the generality of clause 12.3 above, the Foundation makes no representation or warranties:
 - a. As to the accuracy, quality, completeness, currentness, adequacy, reliability or validity of Competition Content;
 - b. That the Competition and the Competition Content will meet your Requirements, or are free of defect, error, omission or virus;

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- c. That your use of the Competition or Competition Content will be uninterrupted, timely, secure or error-free; Or
- d. That defects, deficiencies or errors, the Competition or the Competition Content will be Corrected.

13. Liability

1. Nothing in these Terms, shall exclude or restrict any warranty or liability for death or personal injury caused by the Foundation's negligence, for fraud or fraudulent misrepresentation or that may not be lawfully excluded or limited by applicable law. Only the limitations and/or exclusions that are lawful under the applicable law will apply, and the Foundation's liability will be limited to the maximum extent permitted by applicable law.
2. The Foundation shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise for any loss, damages, costs or expenses whatsoever (including whether general, special, indirect, direct, nominal, punitive, incidental or consequential), including loss of profit; loss of revenue; loss of time; loss of anticipated savings; loss of opportunity; loss or corruption of data; loss of use; loss of business; wasted expenditure; loss of or damage to physical property; business interruption; loss of or damage to goodwill, which may arise in relation to these terms, the Competition, the Competition Content or the premises, whether or not the Foundation were advised in advance of the possibility of such loss.
3. Without prejudice to clause 12 or the generality of clause 13.2, the Foundation shall not:
 - a. Be liable for any special, incidental or consequential losses suffered by you (However arising, including (without limitation) as a result of negligence) arising out of or in connection with these terms, the Competition, the Competition Content or the premises; or
 - b. Be liable for any changes or amendments to or cancellation of the Competition (in whole or in part)
4. Without prejudice to clause 13.2 and clause 13.3, solely to the extent that any court of competent jurisdiction issues a decision that clause 13.2 and clause 13.3 are invalid or unenforceable, then Foundation's maximum aggregate liability arising out of or in connection with these terms. The Competition, the Competition Content, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed USD 100.

14. Governing Law

These Terms (including its interpretation and any disputes relating to it) shall be governed by the laws of Hong Kong, and are subject to the non-exclusive jurisdiction of the courts of Hong Kong.

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15. Severability

If any of these Terms are held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if these Terms had been made without the invalid, illegal or unenforceable terms.

16. Entire Agreement

These Terms contain the entire agreement between you and the Foundation in respect of its subject matter.

17. Waiver

A failure or delay by the Foundation to exercise any right or to act upon a breach under these Terms will not be a waiver of that right or breach. Any waiver by the Foundation of any of its rights or of a breach of these Terms must be in writing, and such waiver is limited to the particular right or breach stated therein.

18. Assignment

You may not transfer any of your rights or obligations under these Terms without the prior written consent of the Foundation. The Foundation may transfer its rights or obligations to any third party without your consent.

19. Changes To These Terms

We may revise these from time to time to reflect changes in our Services or Events, in accordance with customer feedback or for any other purposes. We encourage you to review these Terms periodically to be informed of any latest changes. Where we consider any changes to these Terms reasonably material, we will notify you prior to such changes becoming effective (via email or any other means). You agree that by participating in the Competition, without or without notice from us, you consent to the changes to these Terms.