



### **Scent Appathon Participation Terms and Conditions**

- The Scent Appathon is open to any legal entity, including natural persons or group of legal entities established in an EU Member State or in a country associated to Horizon 2020 EU Framework Programme for Research and Innovation.
- There is no fee for entry.
- Developers may participate either on an individual basis or as part of a team. If participating in a team, the team must select one representative under whose name the application is submitted. The representative represents the team and assumes all rights and responsibilities regarding the Scent Appathon. The Scent Consortium fulfils its responsibilities through the representative and does not contact individual members.
  - Participants must not have any formal link with any of the Scent Consortium members.
  - Individual participants must be at least 18 years old.
  - Participants retain the intellectual property rights of their own Apps. The ownership of the Services/Apps does not change as a result of their submission to the Scent Appathon.
  - Participants represent and warrant that the App submitted to the Scent Appathon is and will be the participant developers' own original work and does not and will not infringe the intellectual property or proprietary rights (IPR) of any third party, including, without limitation, any third-party patents, copyrights or trademarks.
  - Participants are exclusively responsible of protecting their work by acquiring the relevant IPR.
  - The Scent consortium shall not be held liable for any damage caused or sustained by any of the participant developers, including any damage caused to third parties, namely the infringement of any third-party intellectual property or proprietary rights, as a consequence of the activities conducted within the Scent Appathon framework.
  - All information given by the participant developers in the application must be correct and complete.
  - Participant developers must have no conflict of interest with the Scent Consortium and/or the Scent Appathon. A conflict of interest could arise in particular as a result of economic interests, family, emotional life or any other shared interest and participant developers must inform the Scent Consortium, without delay, of any situation considered a potential conflict of interest or which could give rise to a conflict of interest.
  - Participant developers must have not been granted, and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage to or from any party whatsoever, where such advantage constitutes an illegal practice.

- Submitted Services/Apps may be subject to a due diligence review at any time for eligibility and compliance with the Scent Appathon Terms of Participation. The Scent Consortium also reserves the right to disregard any Service/App submission if the submitted material or the participant developer(s) do not comply with the Scent Appathon Terms of Participation.
- By virtue of the Scent Grant Agreement and with due regard to the principle of proportionality, a participant developer which has committed irregularities or fraud and/or has made false declarations shall be liable to administrative penalties consisting of exclusion from the Scent Appathon.
- The Scent Consortium reserves the right to claim indemnity for damages caused by the fraudulent behavior of a participant developer.
- The Scent Consortium reserves the right, at its sole discretion, to cancel, modify or terminate the Scent Appathon in whole or in part before its closing date without any obligation to indemnify participant developers in the event of fraud, technical or other difficulties, or in case insufficient or no applications are received.
- The Scent Consortium shall not be held responsible for any claim relating to the activities carried out in the framework of the Scent Appathon by the participant developers.
- The Scent Appathon is governed by the applicable national law complemented, where necessary, by the law of Belgium. The General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any participant concerning the interpretation, application or validity of the rules of the Challenges, if such dispute cannot be settled amicably.



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 688930.