

# Start-Up Contest

## “START-UP CONTEST 2016” RULES

### 1. Invitation to awards

- 1.1. The subject of these rules is the performance of the “*Start-Up Contest*” powered by “Digi-Key Start-Up Contest”, having its registered office in Milan, and organized for the Call for Maker of Maker Faire Rome edition 2016.
- 1.2. The award is addressed to those meeting the inclusion requirements provided by next Article 3.
- 1.3. The Start-up Contest is organized thanks to the partnership with the following Sponsors:
  - Axel Elettronica srl
  - Cistelaier spa
  - Digi-Key Electronics
  - Linear Technology
  - Link Engineering srl
  - Superpartes spa

### 2. Aim of the “Start-Up Contest 2016”

- 2.1. The aim of “Start-Up Contest” is to promote and develop the entrepreneurial creativity of independent designers, start-ups and University spin-offs, awarding the most deserving projects.
- 2.2. In compliance with this Rules, by competitive methods, the design excellence submitted will be identified and awarded, in accordance with the provisions of the following points.

### 3. Intended recipients of “*Start Up Contest 2016*” and excluded subjects

- 3.1. The attendance to the “Start-Up Contest” is free of charge and is intended to legal persons, either residing, or having registered office in one of the following Countries: Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden,

Hungary, Iceland, Norway, Albania, Bosnia & Herzegovina, Republic of, Montenegro, Serbia, Turkey, Israel, Moldavia, Faeroe Islands, Ukraine, Tunisia, Georgia and Switzerland.

3.2. Also the natural persons that will undertake the obligation to establish a business within 6 months from the date of issuance of the award by a written document, may access and participate to the final stage of the “Start-Up Contest” and win the prize.

3.3. Only the participants of the “Start Up Contest 2016” that will undertake the obligation – by written document – to acknowledge the Superpartes spa the right to purchase the 10% of the established/new company can become finalists.

#### **4. Procedures and terms to submit requests to participate to the Start-Up Contest**

4.1. The subjects identified to the previous Article 3.1 may participate to the “Start Up Contest 2016”:

- Within 30 June 2016, taking part to the “Call for Makers 2016” ([www.makerfairerome.eu](http://www.makerfairerome.eu)), by selecting the method “Project Exhibition”;
- Within 30 July 2016, by completing the registration form available on the website [www.startupcontest.it](http://www.startupcontest.it).

#### **5. Issues of the submitted project and evaluation criteria**

5.1. The core element of the projects participating to the “Start-Up Contest” shall be a hardware electronic system.

5.2. A positive element in the selection of project shall be the availability of a working prototype. In the evaluation of project submitted for the purposes of participation and awarding of prize offered by “Start-Up Contest” the following criteria will be applied:

- a) Requirements of creativity, originality and innovation;
- b) Impact on the quality of life of people;
- c) The economic sustainability.

#### **6. Progress of the “Start Up Contest 2016”**

6.1. The “Start Up Contest 2016” will progress through the following stages:

- a) During the first stage, among the submitted projects whose participants meet the requirements referred to in point 3, within 30 September, the organizers will select a maximum of 25 projects.
- b) During the second stage, among the 25 finalist projects to the “Start-Up Contest” and previously selected, a dedicated jury appointed by the organizers will identify the 5

finalists, among which, following a short pitch during the prize-giving event, the winner of the “Start-Up Contest” will be selected.

## **7. Selection of subjects admitted to attend the “Start Up Contest” and of the winner.**

- 7.1. The selected participants, upon completion of the first stage of the Contest (Article 6.1 Letter a), will receive by e-mail a notification to this respect, with attached the forms to be completed in order to participate to the final stage of the Contest, in accordance with Art. 3.3 of these Rules. Should the finalists fail to complete the forms, the organizers will reserve the right of repechage.
- 7.2. The finalists selected for the second stage of the Contest will receive e-mail notification concerning their finalist qualification, and the call for the pitch to be hold before the jury. The jury of the “Start-Up Contest” is made up by the representatives of the Sponsor companies.
- 7.3. During the Maker Faire Rome 2016, upon listening to the finalist pitches, the jury will appoint the winner of the “Start-Up Contest”.

The selection of finalists, as well as the Jury evaluation are irrevocable.

## **8. Modes of provision and awarding of prize.**

- 8.1. The winner of the “Start-Up Contest” will be awarded a comprehensive prize of the amount of 75,000. Euro. The prize consists of: 50,000 Euro cash, gross of applicable withholding taxes, to whom concrete aids are added (in the form of training tutorship and financial support) worth 25,000 Euro.

## **9. General terms and conditions and grounds for exclusion from participation to the “Start-Up Contest 2016”**

- 9.1. The organizers are entitled with the right to cancel, modify or suspend the “Start-Up Contest” at any time, as well as its contents, aspects or selection criteria.
- 9.2. The organizer is also entitled, at its sole discretion, to exclude any participant who:
  - a) Breaches the terms and conditions of these Rules;
  - b) Attempts to alter the regular performance of the “Start-Up Contest”;
- 9.3. If, upon irrevocable evaluation by Digi-Key Start-Up Contest, the participants to this Contest, shall emerge as winners, but are judged in a suspicious or fraudulent manner, or in breach of the normal and correct performance of the “Start-Up Contest”, the same shall not benefit from the prizes won, and the appropriate measures will be adopted.

9.4. In any case, Digi-Key Start-Up Contest reserves the right to proceed in the terms which are deemed more appropriate, and in compliance with the Laws in force, so as to limit and inhibit any initiative aimed to circumvent the selection system.

## **10. Guarantees and indemnities**

- 10.1. By accepting these Rules upon request of participation, any subject participating to the “Start-Up Contest” hereby states and guarantees that the project submitted:
- a) is original and, to its respect, the proposer has the rights to participate to the “Start-Up Contest 2016”.
  - b) is not against with rights deserving protection and entitled to third parties, including the rights related to trademarks, patents, and industrial secrets, copyright, rights arising from agreements or licenses, rights related to privacy, moral rights, rights of publicity or image rights.
  - c) is not intrinsically defamatory or outrageous nor it has any content capable of damaging the name, the honor or the reputation of the organizer, or of any subject involved in the “Maker Faire 2016”.
  - d) is not in breach of legal provisions in force, and does not contain characteristics aimed to promote offensive, threatening, harassment and intimidation behavior.
- 10.2. The subjects participating to the “Start-Up Contest 2016” shall state, upon submission of candidature, to fully indemnify and hold harmless the Organizers, Promoters and Sponsors from any proceeding or claim made by any third-party, for infringement of one of the provisions, and for the maximum term permitted by law.
- 10.3. Without prejudice to the above, upon submission of candidature, the participant hereby authorizes the Promoters, Organizers and Sponsors to:
- a) use his/he name, company name and image for promotional and advertising purposes, as well as the name, the image and the symbols identifying the project submitted.
  - b) make available for the public the material of the project on the “Maker Faire Rome 2016” website or on third-party websites, upon authorization by Asset Camera.
  - c) exhibit the project and related material during possible congresses, conventions and seminars.
  - d) notify to third-parties interested the information required to invest in development, marketing and economic exploitation of the project.

## **11. Provisions concerning Privacy**

- 11.1. The data provided by the participant and collected by the organizers of the “Start Up Contest 2016” and by Asset Camera since the request of participation to the Contest,

will be processed in accordance with the provisions of the Personal Data Protection Code (Legislative Decree No. 196/2003), as well as in compliance with the provisions of the Privacy Statement.

- 11.2. The same data provided by the participants, even those related to the project submitted, may be disclosed to third-parties for the purposes related with the performance of the “Call for Makers 2016”.
- 11.3. The Privacy Policy Statement is available at <http://www.makerfairerome.eu/it/informativa-privacy-call-for-makers/>.

## **12. Miscellaneous**

- 12.1. The participation to this competition implies for participants the unconditional and full acceptance of the rules and clauses included in these Rules, without limitations.
- 12.2. Any information concerning the Contest will be made available at the address: <http://www.startupcontest.it>

## **13. Applicable Laws and Competent Court**

- 13.1. These Rules are governed under Italian Legislation. Any disputes arising with respect to the Rules and to the different terms and conditions included, including disputes concerning its validity, interpretation, performance, termination or fulfillment, will be of exclusive competence of the Court of Rome, therefore, any other concurrent Court elected shall be excluded.
- 13.2. This Contest is not subject to the provisions of the President of the Republic Decree No. 430/2001 “Governance of competitions and Prize competitions”, in accordance with Article 6, Letter a).
- 13.3. Should any of the provisions of these Rules be not valid in accordance with the laws, standards or regulations in force in a specific Country, this shall be applied exclusively in the permitted limits. In addition to the tax legislation included in these rules, the winners of the “Start-Up Contest” are obliged to comply with the Income Statement procedure and, where required, provide to pay any possible taxes due in accordance with laws, standards and regulations in force in the Country where the winners are headquartered.