



BITCON 2021 Startup Pitch Competition

Article 1: Introduction

The present document defines the BITCON 2021 Startup Pitch Competition Application and Contest rules (hereafter "the Contest rules"). It describes the terms and conditions related to the application and functioning of the BITCON 2021 Startup Pitch Competition contest (hereafter "the Contest")

Article 2: The Organizer

Blacks In Technology Foundation, a 501(c)(3) non-profit, with a headquarters address of 4132 Foxpoint Ridge, Cleves, Ohio 45002-1186, USA.

Hereafter referred to as "the Organizer", is organizing a contest named "BITCON 2021 Startup Pitch Competition".

Article 3: Participation and Eligibility

- a. Startups can enter the competition by applying online for free.
- b. Any startup throughout the world can apply and become an applicant (hereafter "the Applicant").
- c. Applicant(s) must be legally registered in their country of residence.
- d. The Startup (represented by the Applicant(s)) must be less than 5 years old (with 10 or less employees) at the date of the Grand Finale.
- e. Employees of the Organizer, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively "the Employees"), and immediate family members and/or those living in the same household of the Employees are not eligible to participate in the Contest.
- f. By participating, the Applicant agrees to be fully and unconditionally bound by these rules, and represents and warrants that it meets the eligibility requirements. In addition, the Applicant agrees to accept the Organizer's decisions relating to the content of this Contest as final and binding.



g. The Organizer has the right to verify the eligibility of each Applicant. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Organizer.

h. If the Applicant uses fraudulent methods or otherwise attempts to circumvent the rules, its submission may be removed from eligibility at the sole discretion of the Organizer.

Article 4: Application period

a. The application period deadline is September 1, 2021.

Article 5: Registration process

a. Applicants can register online for free by filling in the online application form on the Organizer's website <https://bitcon2021.com/pitch-competition>

b. The online application form must include responses to all mandatory areas included in the application file, which also includes the acknowledgment of the present Guidelines.

c. Applicants must complete the Application form in English; any part of the application that is not in English may not be taken into account.

Article 6: Pre-selection Process

a. In total, 5 applicants will be selected to pitch at the BITCON conference.

b. A jury will review the list of Applicants and select 5 Applicants for the Grand Finale.

c. The Finalists will receive a formal invitation to pitch during the BITCON conference October 13-15, 2021.

Article 7: Grand Finale

a. The BITCON conference is virtual and all presentations will be made live via video teleconference on the Hopin platform with Stream Yard integration.

b. The Finalist will be responsible for ensuring they have the appropriate technical resources (computer, web camera, microphone, etc.) to participate virtually.



c. During the Grand Finale, finalists will be granted five (5) minutes and to present their company and attempt to convince the members of the Jury. Every pitch will be followed by two (2) minutes of Q&A conducted by the Jury.

d. The Finalists will receive a formal invitation to pitch during the Grand Finale no later than September 15, 2021.

e. In case any of the Finalists are disqualified for any reason, the next best Finalist will enter the Grand Finale.

f. Potential Finalists must continue to comply with all the Guidelines of this Contest.

g. In case the winner of the Grand Finale (hereafter "the Winner") is disqualified for any reason, the Organizer will grant the Win of the Grand Finale to the next best Finalist. The Winner of the Grand Finale and this Contest needs to comply with any and all local laws and regulations.

h. The official language for the pitching selection process and the Grand Finale is English.

Article 8: Composition and mission of the Jury

a. There are separate juries for selection and the Grand Finale.

b. Every jury is composed of experts from the private and/or public sector with relevant business experience. The jury members will be selected amongst the companies and associations participating in the conference.

c. The role of the selection jury is:

- **to evaluate and grade each Applicant documentation**
- **to select Applicants for the Finals.**

d. The role of the Grand Finale jury is:

- **to be present during the Finalists' pitches and conduct the Q&A session following every pitch.**
- **to select the Winner of the Grand Finale.**

e. The Grand Finale jury members will base their decisions on the following criteria:

- **Innovation**
- **Creativity**



- Long term business strategy and viability

Article 9: Prizes

a. The Winner of the Grand Finale winner wins:

- **\$10,000 Cash Prize**

b. In consideration of the payment of the Award, the Winner shall:

- **Provide the Organizer with quarterly updates regarding the key development of its business (the “Business Updates”) over a two-year period (hereafter “the Feedback period”);**
- **Provide the Organizer with the right to communicate positively through any communication means, internally and/or externally, concerning the Winner’s developments over the Feedback Period and/or to advocate positive impact of the Award in such respect. The Winner shall ensure its best efforts not to withhold unreasonably its consent to such public relationship communication(s) as long as not deemed contrary to the Winner’s business/prospects/interests;**
- **Inform the Organizer of any additional round of financing in the Winner and/or its parents as from the date hereof and during the whole duration of the Feedback Period.**

c. More generally, the acceptance of the Award constitutes permission for the Organizer to use the Winner’s name, likeness, and entry for purposes of advertising and trade without further request.

Article 10: Intellectual property

a. The Applicants/Finalists understand and agree that the Organizer, anyone acting on behalf of the Organizer, and the Organizer’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, the Applicants’ /Finalists’ entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

b. By submitting his/her application, any Applicant/Finalist represents and warrants that the content of the application is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. If an entry of any Applicant/Finalist infringes upon the intellectual property right of another, he/she will be disqualified at the sole discretion of the Organizer.



c. If the content of the entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, the Applicant/Finalist shall, at his/her sole expense, defend or settle against such claims. The Applicant/Finalist shall indemnify, defend, and hold harmless the Organizer from and against any suit, proceeding, claims, liabilities, loss, damage, costs or expenses, which the Organizer may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

d. Applicants/Finalists are fully responsible at all time for the protection of their intellectual property within the framework within their participation in the Contest.

Article 11: Amendment

a. The Organizer reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should fraud, force majeure or other cause beyond the Organizer's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest.

b. The Organizer reserves the right, in its sole discretion, to disqualify any Applicant/Finalist who tampers or attempts to tamper with the entry process or the operation of the Contest or violates these Guidelines. The Organizer has the right, in its sole discretion, to maintain the integrity of the Contest. Any attempt by an Applicant/Finalist to deliberately damage or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, the Organizer reserves the right to seek damages to the fullest extent permitted by law.

Article 12: Limitation of liability.

By applying, the Applicant/Finalist agrees to release and hold harmless the Organizer and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) the Applicant's/Finalist's participation in the Contest and/or its acceptance, possession, use, or misuse of the Award or; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion.

Article 13: Personal data



a. The Organizer does not collect personal data other than that which Applicants voluntarily provide on the website (hereafter "the Website") or in the Application Form (i.e. name, first name, contact details including email address, function and organization, texts, altogether the "Personal Data"), neither when they pre sign up for the Contest nor submit their application.

b. Personal Data collected on the Website or Application file will be processed by the Organizer for the following purposes:

- **communicate with the Applicants/Finalists and provide them with the information requested;**
- **processing of access, rectification and opposition requests, and other rights with respect to Personal Data;**
- **claims and litigation management;**
- **contact the Applicants for marketing purposes to provide them with information about similar events organized by the Organizer or one of its partners.**

c. The processing of the Applicants'/Finalists' Personal Data is necessary for the Organizer to provide them with the services they requested, as well as to enable the Organizer to organize the Contest.

d. Applicants'/Finalists' Personal Data will be processed internally by duly authorized persons, within the limits of their respective attributions.

e. Personal Data may also be communicated to the Organizer's data processors (including IT service providers) and external services providers such as web developers, marketing solutions providers, to the strictest extent necessary and subject to the existence of contractual guarantees to ensure the security and confidentiality of the data.

f. Applicants'/Finalists' Personal Data will be processed by the Organizer as a data controller, in compliance with the applicable data protection legislation (i.e. for the time being the Law of 2 August 2002 covering the protection of individuals with regards to the processing of personal data, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, - the GDPR -, which entered into force on 25 May 2018, as well as any other subsequent regulation).

g. The Organizer undertakes to implement technical and organizational security measures to ensure the protection of Applicants'/Finalists' Personal Data against the risks associated with the use of information systems.



h. The Organizer applies generally accepted security standards to help protect Applicants'/Finalists' Personal Data. However, no method of transmission over the Internet, or of electronic storage, is 100% secure. Therefore, the Organizer cannot guarantee the absolute security of the Personal Data.

i. Personal Data is kept for a period of three (3) years from collection by the Organizer or the last contact from the Applicant or Participant.

j. In accordance with the current data protection legislation, the Applicant/Finalist or, as the case may be, its beneficiaries who can prove they have a legitimate interest, are entitled to obtain, free of charge:

- **access to the personal data concerning the Applicant/Finalist,**
- **confirmation that the Applicant/Finalist Personal Data is or is not being processed,**
- **information concerning at least the purposes of the processing, the categories of data to which the processing relates and the recipients or categories to whom the data is communicated,**
- **communication, in an intelligible form, of the data being processed, as well as any available information on the origin of the data.**

k. The Applicant/Finalist (or, as the case may be, his beneficiaries) also has the right to rectify its personal data and a right to object to the collection and processing of such data, on the basis of compelling legitimate grounds.

l. These rights may be exercised by an email addressed to the following address: bit-foundation@blacksintechology.net. As of 25 May 2018, the Applicant/Finalist is entitled to request the erasure of all or part of the data or a restriction of the processing, object to the processing or make use of its right to data portability, within the limits provided by the applicable rules. In the event of a breach of the data protection rules, the Applicant/Finalist may also lodge a complaint before a supervisory authority such as the National Commission for Data Protection (CNPD).

m. The documents and information submitted with the application will only be submitted to the Juries solely in the context of the Contest and will be treated by them as confidential information.

Article 14: Communication

a. The official language of the Contest for the application, pitching, communication and reporting is English.



b. Any communication regarding the Contest must be sent by registered letter and/or by electronic mail.

Article 15: Competent jurisdiction and applicable law

a. This Contest is governed and construed in accordance with the Law of the state of Ohio, USA.

b. The competent courts of the state of Ohio shall have exclusive jurisdiction in relation to any dispute arising in connection with this Agreement.

Article 16: Guidelines updates

The Organizer reserves the right to update the Guidelines at any time. All updates will be posted on the Organizer's website: <https://bitcon2021.com/pitch-competition>