

Conditions of Participation impACT³

Purpose of the Competition

The competition impACT³ (subsequently called „competition“ or „impACT³“) is a student contest implemented in Europe, consisting of a preparational Summer School and a 6-weeks start-up and implementation phase (competition phase) directed at social entrepreneurship. The competition is operated by the Jacobs University Bremen (subsequently called „organiser“) with support of the Vodafone Foundation Germany (subsequently called „sponsor“). It is the objective of the competition to create a framework within which undergraduate students from all lines of study can acquire theoretical and practical know-how for the initiation and the management of social enterprise. The projects implemented by student teams in the framework of this competition shall have a positive bearing on the common wealth and make use of an entrepreneurial approach in doing so. Support of companies, NGOs and civil society at large can be mobilized by the teams.

Eligibility Requirements

All students in the first to the sixth semester (bachelor students) of all fields of studies at the following universities are eligible to participate: Bucerius Law School, European Business School, Jacobs University Bremen, WHU Otto Beisheim School of Management and Zeppelin University as well as Aarhus University, Corvinus University, Lancaster University and Università della svizzera di Lugano.

The absolute number of participants in the Summer School, however, is restricted to about 100 students. Thus, the students registered first will be admitted first and late comers may not be admitted to the Summer School anymore. However, as long as one student in a team is admitted to the Summer School, other team members may register and be admitted to participate in the competition phase only.

We will make an effort to safeguard student participation from all German universities at least proportional to their differing sizes in terms of undergraduate student body. We will also be aiming at significant participation from non-German partner universities: about one quarter of students accepted for Summer School participation shall come from Aarhus University, Corvinus University, Lancaster University and Università della svizzera di Lugano. This percentage can be higher in case registration from German universities is lower than expected.

Registration

Registration is a prerequisite for participation in the competition. It is not required to have a project idea in advance; nor are students required to have formed a team. However, teams formed during or directly after the Summer

School (at the latest) will be working together for 6 weeks during the competition phase. Teams may comprise interdisciplinary groups of 2-4 students who may also originate from different participating universities.

An online form is available for registration at www.act-for-impact.net. The 5th of June is the deadline for registration. It is not possible to participate in the Summer School without participating in the 6-weeks competition phase. As already mentioned above, you may however participate in the competition phase without having been present during the Summer School in Bremen, as long as other members of your team have been participating in the Bremen event.

Registration/admission is for activities in 2009 only.

After acceptance of the conditions of participation and after online registration, eligibility will be verified by the organiser via communication of the matriculation number and coordination with partner universities. If a student is eligible and the above stated conditions are met, a confirmation of participation will be sent to her/him via email. However, a legal claim for participation is excluded. The organiser will decide on participation in line with the procedures and objectives mentioned above and in close coordination with the sponsor and partner universities.

Cost Coverage

Participation in the competition is free of charge.

For students all costs of participation in the Summer School events including any seminar and workshop materials and accommodation in single rooms at colleges of Jacobs University Bremen will be covered. The organiser will also bear the costs of efficient travel to and from the Summer School: in most cases arrangements will be made for public transport (2nd class railway transport – most likely as organized group tour) or inexpensive flights from and to the respective university to the campus in Bremen.

The same applies to travel costs of the nominated teams with regard to their participation in the award ceremony (closing event in a different Germany city): there are no additional costs in regard to the contest to be born by the students.

During the Summer School the participants may use the offers of the college serveries – however, participating students will have to bear the costs of their meals themselves.

The organiser and sponsor reserve the right to reclaim incurred (travel and accommodation) expenses from a student in following two cases:

- In case a student enrolled as participant in the Summer School is in default of appearance without prior indication of a good reason;
- In case of non-participation during the competition phase after having attended the Summer School – without indication of a good reason.

Every participant will get a small amount of seed capital: roughly (due to conversion into Hungarian Forint, Danish Kroner, English Pound or Switzerland Franc) 4 Euro per person. Further suggestions for financial management and other relevant topics will be included in the competition manual.

Work performed by participating students during the competition does not justify any claim for fees or reimbursement of expenses from the organiser.

Award/Trophy money

The ten best teams will be nominated by public polling. Out of these 'Top Ten' teams, an independent jury will determine the three winners. The jury decision will be based on criteria that will be communicated to participating students through the delivery of the competition manual. The jury decision is not subject to appeal.

The prize money will be transferred to the teams awarded: funds are earmarked to specific uses. They may serve the development of team competencies and insight (via participation in conferences, visits to social enterprises or similar activities). Or, the money can be used as an investment to facilitate a continuation or expansion of the teams' social entrepreneurship activities/social businesses.

Terms of use of the competition platform

The organiser operates at www.act-for-impact.net (.de, .com) an online platform, which serves as communication platform to distribute information and run the competition. Every participant will get access to the platform at the beginning of the competition phase in order to access and use content and information.

Furthermore the platform can be used by the teams for a highly-visible documentation of project progress and results. Thus, the platform then serves as a marketing tool of the teams and their projects. User rights granted to participating students are restricted to the use of available information and the publishing of own content during the competition phase.

Use of the platform is possible only after effective registration to the competition.

Upon definite team building (during the Summer School at latest), every participant receives his/her personal password which grants access to the platform and its team functions (so called accounts). This password has to be kept in confidence and the platform should be secured against unauthorized access: it is thus not allowed to pass on the password to a third person. The participant has to assume the responsibility for actions taken on his/her account in case of password loss and/or any third party gaining unauthorized knowledge thereof. He/She has to inform the organiser immediately via email and indemnify the organiser from any consequential damages.

The organiser makes every effort to keep up a failure-free operation of the platform. However, he has no obligation to guarantee constant availability/accessibility and therefore assumes no liability for the platform to be free of defects or accessible at any time. A disturbance that may arise especially due to maintenance or technical interferences has to be accepted by the participants.

The right of use for the online-platform www.act-for-impact.net (.de, .com) expires 2009 at the end of the competition phase.

Rights of third parties

Participants commit themselves to refrain from all activities, which jeopardize the performance or availability of the platform or/and endanger the system and network security of the platform or intend to do so (e.g. infiltration of viruses or crawler). This implies the users' obligation to verify that all files uploaded are free of viruses, worms, trojans, adware etc. by running a state-of-the-art virus scanner on these files prior to uploading.

Furthermore, participating students commit themselves to refrain from all activities and statements, which are suitable to compromise the reputation of the organiser, sponsor and/or platform. The organiser reserves his right to claim compensation for damages which results from infringement of this commitment. He may as well disqualify the respective participant(s) with immediate effect.

Each team warrants that all content published by itself on the platform does not violate applicable law. This especially applies to criminal law, copyright, competition law, trademark law and other identification obligations. Content shall also not violate personal rights and shall be free of third party rights. In addition, content shall not be racist in nature, discriminatory, offensive, defamatory, incite to ethnic or racial hatred, and be pornographic in nature or immoral. Thus, content shall be appropriate to the character and objective of the contest.

The organiser claims the right to reject or even delete content uploaded / published by participating students on the platform whenever it does not comply with the aforementioned principles. However, the organiser is not obliged to audit the content published by participants in that regard.

All information (like manuals, format, etc.) published on the platform by the organiser bear his copyright. This does not apply to information created and provided by third parties or the participating students and then published by the organiser without alteration.

Confidentiality/Privacy Protection

Participating students are aware about the fact that their project documentation is published on the platform <http://www.act-for-impact.net> and, thus, is publicly visible. Furthermore the participants agree to the fact that their reports and published project documentation will be subject to public polling and the evaluation of the jury.

Personal data (name, family name, email address, address, etc) transmitted from participating students to the organiser will be stored by the organiser and used for the purpose to safeguard a smooth and successful implementation of the competition.

In addition, the participating students grant the organiser the spatially and temporally unlimited non-exclusive right to use the teams' work results for the purpose of marketing future rounds of a social entrepreneurship competition free of charge. The dissemination or publication of other data takes place only upon explicit written consent of participants.

Liability

As far as legally permitted, any liability of the organiser and sponsor is excluded. Every team is liable for its own activities and implications these may have. The competition manual also includes information on liability issues that are relevant in the context given.

Participants are legally liable for information and any content published on or via the platform. This also applies to hyperlinks set or external services (e.g. as HTML, CSS or RSS-Feed) being embedded by the team.

Participants indemnify the organiser and the sponsor from any possible third parties claims, which originate from the team's copyright infringement, violation of industrial property rights, and publication of business secrets or the violation of other rights through real world activities or through content publication on the competition platform.

The organiser and his auxiliary personnel are liable for information and/or files published on the platform only in cases of intentional law violation or gross negligence. The organiser is not liable for undisturbed and failure-free operation of the platform, truth and integrity of content or the availability/accessibility of virus-free content (e.g. forms) beyond the conditions specified above.

External content, especially software of third persons (like FTP programs) is potentially subject to specific license terms. Participants making use of such services are liable for compliance with these terms. The organiser is not liable for damages caused by participants via the infringement of third party rights.

Miscellaneous

By registration, the participants explicitly accept these terms of the competition.

The law of the Federal Republic of Germany applies.

Should one or several provisions of these terms be or become ineffective in total or partly, the effectiveness of all other provisions shall not be affected.

Legal recourse is excluded as far as legally permitted.

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