

StartSmart SEE Accelerator 2023 - Terms & Conditions

1. There is no fee for entry.
2. The startup must focus on **technology entrepreneurship**.
3. Submissions must be entered as a **team**.
4. Each Participating Team must consist of **a minimum of 2 and a maximum of 6 individuals**.
5. Each Participating Team may only submit **one entry** in the Accelerator. Each Participating Team may enter only one entry in only **one track**.
6. All Participating Team Members must be **over 18 years** of age.
7. Submissions must be the original work solely of the Participating Team. By entering the Accelerator, each Participating Team Member represents and warrants to the StartSmart South Eastern Europe that they have all rights, title, and/or interest in the ideas submitted, the startup, and the business plan. By submitting an entry to the Accelerator, they are not and will not be violating any contract or third party rights, including but not limited to any patent, copyright, trade secret, trademark, publicity, or privacy right; or disclosing any proprietary or confidential information of another person or entity.
8. Participating Teams must disclose **any funding already received** at the time of Submission.
9. If a startup venture was previously funded, it must have been funded no more than €1,000,000.
10. There are forms of funding that may fall into a gray area. In these cases, the StartSmart South Eastern Europe will deliberate on the eligibility of a Participating Team and communicate the decision to the Participating Team.
11. Eligible teams must submit their applications online within the stipulated dates. No late entries will be accepted.
12. If selected as one of the top ideas or startups, at least one member of the Participating Team must participate in all required online sessions and the final awards ceremony.
13. The StartSmart South Eastern Europe reserves the right to disqualify at any time any Submission that in its judgment violates the letter or the spirit of the Accelerator guidelines, terms, processes, or rules. The decisions of the StartSmart South Eastern Europe are final. Any violation of these rules will disqualify a Participating Team from the Accelerator and result in forfeiture of any prize or competition benefit awarded to the Participating Team.
14. Any Participating Team or Participating Team Member engaging in immoral activities, including lying, cheating, or any action that may adversely affect the StartSmart South Eastern Europe or Accelerator's image, will be disqualified at the discretion of the StartSmart South Eastern Europe.
15. Participating Teams will comply with all applicable laws related to their Submission and participation in the Accelerator.
16. Before submitting an entry, Participating Teams must take all necessary steps to ensure adequate protection of any intellectual property described in their Submission (i.e., appropriate intellectual property filings, patent, and copyright notices, etc.)
17. Any content included in the Submission (including the identities of the participating team members, the short written description of the idea/startup, and the video) as well as any work conducted during any portion of the Accelerator may be shared by the StartSmart South

Eastern Europe for any Accelerator or publicity related purpose, and will not be considered confidential.

18. Participating Teams agree that the StartSmart South Eastern Europe may upload their pitch videos to the StartSmart Global Video Portal.

19. Participating Teams can create startups using only technologies they have permission to use. This could mean that they created the technology or have the explicit (i.e., written) consent of the person or entity that owns the intellectual property to use it as outlined in the entry.

20. For any doubt about the legal status of a Participating Team, Team Member, third party intellectual property, or any other aspect of the team's Submission, the StartSmart South Eastern Europe strongly urges the Participating Team to seek independent legal counsel. StartSmart South Eastern Europe cannot provide any legal advice regarding intellectual property or any other issues.

21. Participating Teams agree to use any competition prize received to develop their startup or idea further.

22. MIT, StartSmart, and the StartSmart South Eastern Europe and Accelerator shall be held harmless by each Participating Team Member in the event of legal action involving the Participating Team or its Submission.

23. The StartSmart South Eastern Europe and Accelerator are not responsible in any way for agreements between Participating Teams or Participating Team Members and third parties.

24. Materials submitted to the Accelerator become the property of the StartSmart South Eastern Europe and will not be returned to the Participating Team.

25. Participating Teams and Team Members agree that they will not use the name Massachusetts Institute of Technology or StartSmart, or StartSmart South Eastern Europe or MIT Enterprise Forum or any variation, adaptation, or abbreviation thereof, or of any of its trustees, officers, faculty, students, employees, or agents, or any trademark or logo owned by MIT or MIT Enterprise Forum or StartSmart in any advertising or publicity without the written permission of the MIT Technology Licensing Office for MIT or of the MIT Enterprise Forum or of the StartSmart Network.

26. IN NO EVENT SHALL (i) MIT, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS, (ii) THE STARTSMART OR ANY OF ITS DIRECTORS, OFFICERS OR EMPLOYEES, (iii) THE STARTSMART SEE, OR ANY OF ITS DIRECTORS, OFFICERS OR EMPLOYEES OR (iv) THE ACCELERATOR JUDGES AND MENTORS (COLLECTIVELY, THE "PARTIES") BE LIABLE FOR ANY ADVICE, INFORMATION OR DECISIONS MADE IN THE COURSE OF THE COMPETITION OR FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE PARTY OR PARTIES HAD BEEN ADVISED, SHALL HAVE OTHER REASON TO KNOW OR DID KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

27. All Participating Teams agree to participate in media and press opportunities related to the Accelerator. These opportunities include, but are not limited to

1. The StartSmart South Eastern Europe may ask all Participating Teams to provide a short written description that will be made available to the media and may be released publicly, either in part or in its entirety.

2. All Participating Teams may be asked to speak to the media for Accelerator related interviews when requested by StartSmart South Eastern Europe.
3. All Participating Teams may be asked to provide quotes and/or content for any Accelerator related press releases.
4. Participating in media and press opportunities in no way requires Participating Teams to disclose any proprietary or otherwise confidential information related to their businesses. Upon request, StartSmart South Eastern Europe agrees to provide consultation to any team to avoid such disclosures while participating in press-related opportunities.

Glossary of Legal Terms:

- STARTSMART SOUTH EASTERN EUROPE (SEE) = chapter representatives including judges, mentors, competition organizers, and “rule-makers.”
- PARTICIPATING TEAMS or PARTICIPATING TEAM MEMBERS = the competition participants.
- SUBMISSION or SUBMISSION OF AN ENTRY = the video, business plan, idea, and all other information of the application for the competition submitted by the Participating Team.
- [THE] ACCELERATOR = the StartSmart SEE “Challenge” and any activity relating to the StartSmart SEE “Challenge.”
- INSTITUTIONAL FUNDING = funding received from institutional investors, such as pension funds, mutual funds, money managers, insurance companies, investment banks, commercial trusts, endowment funds, hedge funds, and some hedge fund investors.
- NON-INSTITUTIONAL FUNDING = All other funding that is not from a financial institution.
- WRITTEN DESCRIPTION = short written description provided by Participating Team upon Submission of an Entry
- PRIZE WINNERS = any Participating Team that receives a prize.