



## TRANSFORM PARTICIPANT – TERMS AND CONDITIONS

This document defines the Terms and Conditions for Participants registering a profile and engaging with TRANSFORM through the platform found at [www.transform.global](http://www.transform.global). By participating in the programme through TRANSFORM's platform, Participants are fully, expressly and unreservedly accepting these Terms and Conditions.

This platform allows Participants to:

- Register a profile
- Apply for funding and support with relevant ideas
- Support ideas they approve of by giving them likes
- Collaborate with the community's ideas, news and insights through comments.

### 1. DEFINITIONS

- 1.1. "Applicant" means a Participant who submits or is in the process of submitting an Idea in the Application Form through the TRANSFORM platform.
- 1.2. "Application Form" means the form the participants must use to submit their Idea.
- 1.3. "Challenge(s)" means specific topic or need that an Idea should address.
- 1.4. "Idea(s)" means an idea that the Participant put forward in its application to a Challenge.
- 1.5. "Project(s)" means a developed plan of how the Applicant's Idea will meet the Challenge.
- 1.6. "Participant(s)" means an individual who registers a profile on the TRANSFORM platform.
- 1.7. "Platform" means the TRANSFORM platform at [www.transform.global](http://www.transform.global).
- 1.8. "TRANSFORM Team" means the individuals who are responsible for the management of the programme and platform.

### 2. GENERAL PROVISIONS

#### 2.1. Duration of the initiative

- 2.1.1. TRANSFORM was established in 2015, with the aim of helping 100 million people access products and services that have been shown to improve health, livelihoods, the environment or well-being by 2025.
- 2.1.2. The TRANSFORM platform will be active from 2017 until 2020, while the platform still supports TRANSFORM's aims.

#### 2.2. Participant Obligations

- 2.2.1. The Participant is responsible for contributing ideas and collaborating with the community through comments and likes.
- 2.2.2. The Participant will behave with honesty and respect, in a pleasant and professional manner.



**2.2.3.** The Participant will report any inappropriate behaviour to the TRANSFORM team through the '**HELP**' section.

### **2.3. TRANSFORM Team Obligations**

**2.3.1.** The TRANSFORM Team are responsible for the coordination and planning of the initiative, and the management of the application process.

**2.3.2.** The TRANSFORM Team will track and manage the submission of ideas and regulate the functioning of TRANSFORM platform.

## **3. PARTICIPANT PROVISIONS**

### **3.1. Participant access**

**3.1.1.** Any individual or organisation, except Russian citizens and users located in Russian territory, are eligible to register and create a profile.

**3.1.2.** Participants must be aged 18 or over.

**3.1.3.** Participants must accept these Terms and Conditions to register their profile.

**3.1.4.** The TRANSFORM Team reserves the right to block any Participant that it deems unsuitable.

**3.1.5.** The TRANSFORM Team may suspend the profile of a Participant if the Participant fails to comply with the expectations set out in these Terms and Conditions.

### **3.2. TRANSFORM Application Process**

**3.2.1.** Applications should be submitted in English in the Application Form provided.

**3.2.2.** TRANSFORM will release Challenges, followed by a call for applications that meet the needs relevant to the Challenge.

**3.2.3.** The TRANSFORM Team will define the length and focus of each Challenge, and the Applicants should refer to the timelines specified.

**3.2.4.** The Application Form provided should be completed in an accurate, complete, concise and professional manner.

**3.2.5.** The Ideas put forward in the applications must meet all the criteria specified in the Application Form, and must address the needs highlighted in the Challenge. Please find more information on the criteria in the Application Form and FAQ.

**3.2.6.** The application process is a six-stage process. Please find further details in the Frequently Asked Questions (FAQ) page.

**3.2.7.** The TRANSFORM Team may request further information from Applicants.

**3.2.8.** The Applicants must perform sufficient due diligence to ensure the lawfulness and potential viability of the idea as per clause 3.4.

**3.2.9.** The TRANSFORM Team reserves the right to remove Ideas as and when necessary from the application process.

**3.2.10.** The TRANSFORM Team's decisions are final, and TRANSFORM is not able to provide



individual feedback to Applicants that are unsuccessful.

### **3.3. Participant Comments**

- 3.3.1.** Participants are encouraged to comment on public Ideas to help improve them.
- 3.3.2.** Participants are encouraged to comment on news stories and insights to share their thoughts, and engage in conversations with the community on the topic.
- 3.3.3.** Comments should be constructive and relevant, and must not be offensive, as according to clause 3.4.
- 3.3.4.** It is the Participant's decision whether to act on recommendations made in comments on ideas.
- 3.3.5.** The TRANSFORM Team will monitor comments, and reserves the right to remove comments deemed inappropriate or unsuitable or for any other reason as it thinks appropriate.
- 3.3.6.** The TRANSFORM Team may remove Points, as defined below, earned from Participants making inappropriate comments.

### **3.4. Lawfulness**

- 3.4.1.** Any Idea, Comment or any other information provided on the Platform must:
  - 3.4.1.1.** be unique. The TRANSFORM Team reserves the right to reject applications with high degree of similarity.
  - 3.4.1.2.** be suitable for display and publication online
  - 3.4.1.3.** not be defamatory of any person
  - 3.4.1.4.** not be obscene, indecent, offensive, hateful or inflammatory
  - 3.4.1.5.** not promote sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
  - 3.4.1.6.** not infringe any copyright, design, database right or trade mark or any other Intellectual Property Rights of any other person
  - 3.4.1.7.** not be likely to deceive any person or be misrepresentative
  - 3.4.1.8.** not be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
  - 3.4.1.9.** not promote any illegal activity
  - 3.4.1.10.** not be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
  - 3.4.1.11.** not advocate, promote or assist any unlawful act such as (by way of example only) infringement of Intellectual Property Rights or computer misuse.
- 3.4.2.** The Participants must not use the Platform for anything unlawful, misleading, malicious, or discriminatory.



### **3.5. Participant Points**

- 3.5.1.** Points are awarded to Participants based on their engagement with the community. Please find more information on how to earn Points in the FAQ.
- 3.5.2.** Points do not have any monetary value.
- 3.5.3.** Points earned are non-transferable.

### **3.6. Funding and Support**

- 3.6.1.** Funding and support will only be available to Participants whose Ideas fulfil all the above-mentioned requirements throughout the application process and who also comply with the TRANSFORM Team's due diligence process and contractual terms.
- 3.6.2.** The funding amount awarded will depend on information provided in the application process and will be determined at the discretion of the TRANSFORM Team.
- 3.6.3.** TRANSFORM will assign a dedicated Project Lead to support with the creation and validation of milestones required to release funding for the approved projects. The approved project must meet each required and set milestone to unlock the next phased amount of funding.
- 3.6.4.** The support provided consists of technical assistance provided by the dedicated Project Lead and other resources, as the TRANSFORM Team deems appropriate. The TRANSFORM Team will assess specific project's needs and provide technical assistance accordingly.
- 3.6.5.** Please find more information on Funding and Support in the FAQ.

## **4. PERSONAL DATA**

- 4.1.** Participants authorise the use of Participants' profile images and profile names for use in publicity or any other outputs that the TRANSFORM Team deems appropriate and necessary.
- 4.2.** Participants consent to TRANSFORM collecting and processing the Participant's information and data to complete data processing tasks in compliance with data protection laws.
- 4.3.** Participants agree to be contacted by TRANSFORM for the purposes of running TRANSFORM, advertising/marketing Enactus and/or advertising/marketing future Enactus opportunities. TRANSFORM will not pass any Participant data and information to any third parties, except those contracted to perform tasks related to the TRANSFORM platform and application process.
- 4.4.** TRANSFORM takes the Participants' privacy very seriously and will use and protect any personal information provided on the Platform in accordance with its Privacy Policy which can be found [here](#).



## **5. INTELLECTUAL PROPERTY**

- 5.1.** Participants warrant that they own the rights in any information they provide in any idea or application and any information supplied to the Platform does not infringe the intellectual property rights, confidentiality or the rights of any third party.
- 5.2.** Participants engaging with the Platform retain the rights to the background Intellectual Property related to their submission.

## **6. MISCELLANEOUS**

### **6.1. Amendments to the Terms and Conditions**

- 6.1.1.** The TRANSFORM Team reserves the right to modify these Terms and Conditions at any time. The changes will be posted on the Platform, and will take effect immediately upon posting, so Participants should check these Terms and Conditions on the Platform to keep up to date.
- 6.1.2.** The Participants' use of the Platform and participation in the application process reaffirms their continuing agreement to the then-current Terms and Conditions.

### **6.2. Modifications to the Programme or Platform**

- 6.2.1.** The TRANSFORM Team reserves the right to modify, suspend or terminate all or any part of the TRANSFORM programme and platform, without notice.
- 6.2.2.** Participants shall not be entitled to remuneration, of any kind, should TRANSFORM exercise this right.

### **6.3. Warranty and Indemnity**

- 6.3.1.** If the Participants' Idea, Comment or other includes material the rights in which are owned by a third party, including Intellectual Property Rights, you will be responsible for any legal action that party may take against you.
- 6.3.2.** The Participant shall indemnify and hold TRANSFORM and their respective affiliates, directors, agents, or other partners harmless from any claims, actions, proceedings, costs (including reasonable legal fees) and expenses brought or asserted by a third party arising as a result of TRANSFORM's use of the Participant's submission including but not limited to any breach of third party intellectual property rights.

### **6.4. Severability**

- 6.4.1.** If any provision of these Terms and Conditions shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.



## **6.5. Waiver**

**6.5.1.** No failure on the part of TRANSFORM to enforce any part of these Terms and Conditions shall constitute a waiver of any of its rights under these Terms and Conditions whether for past or future actions on the part of any person.

## **6.6 Governing Law**

**6.6.1** These Terms and Conditions and any issues or disputes which may arise out of or in connection with these Terms and conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with the Law of England and Wales.

**6.6.2** These Terms and Conditions constitute the entire agreement between the parties.