

Please find below our General Terms & Conditions and the Privacy Statement. They apply when you participate in our programs and events and provide important information for you as a participant.

## **General terms & Conditions**

### **Article 1: Definitions**

1. “Company”: the party that hands in a business case.
2. “Create Tomorrow”: committee of the Student Union ('Union University of Twente Student Foundation'), organizer and coordinator of the Event.
3. “Event”: The online event of Create Tomorrow on the 28th of May, 2021.
4. “Founder”: The Student Union, founder of Create Tomorrow.
5. “Individual Participant”: Participant that signs up for him or herself for the online think tank on the 28th of May.
6. “Participant”: Participant that signs up for the think tank on the 28th of May, to develop certain ideas (Team Member and Individual Participant).
7. “Partner”: a partner/sponsor/network partner that has entered into an agreement with Create Tomorrow for additional predetermined services to the Event.
8. “Results”: . ideas/works/data/information (including but not restricted to ideas or concrete plans for products, services or otherwise in the field of enterprising in the broadest sense of the word) created on the Event submitted by the Participant.
9. “Team Captain”: Participant who is responsible for the registration of his Team Members.
10. “Team Member”: Participants who are signed up after their team is registered by the Team Captain.

### **Article 2: General**

1. Unless emphatically expressed otherwise in writing, these general terms and conditions apply to all agreements, offers and propositions of Create Tomorrow with regard to participation in and organization/coordination of the Event.
2. The applicability of any purchasing terms and conditions or other general terms and conditions of Participant is explicitly excluded.
3. Should one or more provisions of these general terms and conditions wholly or partially become invalid or void, the remaining provisions of these general terms and conditions shall remain fully applicable. Create Tomorrow and Participant will enter into negotiations to agree on new provisions to replace the invalid or void provisions, which comply, as much as possible with the purpose and intent of the original provisions.

### **Article 3: Liability Participant**

1. Participation in the Event, in whatever form, is always at Participant's own risk. Create Tomorrow is not liable for personal injury sustained during the Event, except in the cases of a wilful act or gross negligence by Create Tomorrow.
2. Create Tomorrow is also not liable in case of loss, theft or damage of items of value, estate, jewellery, laptops, tablets, art objects, valuable documents or other electronics or items of value. The safekeeping of the aforementioned items of value is carried out exclusively at the risk of a Participant.
3. Participant is obliged to compensate for the damages caused to Create Tomorrow by itself or a third party for which Participant is responsible during the Event.

### **Article 4: Complaints**

Complaints relating to the organization of the Event should be reported as soon as possible by written notice or e-mail message, but ultimately within three (3) days after the Event. Complaints after the period referred to in the previous sentence will not be considered.

### **Article 5: Force Majeure**

If Create Tomorrow's performance under these General Terms and Conditions is delayed or prevented by circumstances beyond its reasonable control, Create Tomorrow will not be in breach of such conditions because of that delay in performance. However, if the delay in performance is more than three (3) months, any Participant may terminate its agreement with Create Tomorrow with immediate effect by giving written notice.

### **Article 6: Changes or cancellation of the Event**

1. Create Tomorrow reserves the right to cancel the Event or the date of the Event by written notice at least one (1) day in advance of the Event, without being obliged to pay any compensation to any Participant.
2. When Create Tomorrow decides to change a fixed date, or the Event has to be cancelled, pursuant to the provisions of section 1 of this article, a Participant in no circumstances can claim compensation from Create Tomorrow.
3. The Participant is entitled to cancel its visit free of charge, in writing to Create Tomorrow within five (5) working days after Create Tomorrow has informed the Participant that the date of the Event has been changed.

### **Article 7: Intellectual Property, Data protection and Footage**

1. Participants are not authorized to duplicate (parts of) the program booklet, posters, flyers and or (promotional) material produced by, or on behalf of, Create Tomorrow.
2. Create Tomorrow collects, processes, and uses data of Participants, in accordance with data protection laws and its privacy statement. Photos and/or film footage will be taken at the Event and will be used for promotional use which shall include, but is not limited to, publications by

Create Tomorrow, the Founder, and Partners on social media, website, newsletters, and in invitations for other Events. By accepting these general terms and conditions and attending the Event, a Participant gives permission to Create Tomorrow for publication of photos made and film footage, in which Participant is visible.

3. A Participant who appears in the material is not entitled to claim any fees; nor can a Participant demand to be mentioned by name if the material is published. If Participant no longer consents to publication in the future, such Participant may withdraw its consent from Create Tomorrow in writing at any time.

#### **Article 8: IP Policy**

1. The Participant hereby agrees to grant the involved Company for which it has been developing certain ideas a royalty-free, non-exclusive license, transferable, with the right to sublicense, to use and exploit the Results as further specified in the IP Policy which Participant has individually agreed upon during the registration process.

2. Create Tomorrow shall, within four (4) weeks after the Event, contact the Participant to connect the Participant with the Company such that the Participant and Company may jointly further develop the Results conceived during the Event. For the avoidance of doubt, this article does not imply any kind of exclusivity, the Company may (at its sole discretion) use the Results in accordance with the non-exclusive license granted under the applicable IP Policy.

#### **Article 9: Governing Law and Competent Court**

1. These terms shall be construed and interpreted in accordance with the laws of the Netherlands.

2. The courts of Overijssel, The Netherlands, shall have exclusive jurisdiction over a dispute arising out of or in connection with these terms, as well as over any claims to demand performance under these terms.

#### **Privacy statement**

##### **1. Types of personal data**

To provide its services, Create Tomorrow only collects and processes standard personal and study-related data and preferences regarding the Event, such as a data subject's name and address information, and contact details.

##### **2. Rights of data subjects**

Data subjects have the following rights pertaining to personal data of theirs that is collected/processed by Create Tomorrow:

- **Rectification:** If you believe that your data, which Create Tomorrow has collected and/or recorded, is incorrect and/or incomplete, you can submit a request to [info@createtomorrow.nl](mailto:info@createtomorrow.nl) to have this personal data rectified and/or completed.
- **Access:** You have the right to request a complete overview of the personal data that

Create Tomorrow has recorded on you.

- Erasure: In certain cases, you have the right to be forgotten. This means that you may request Create Tomorrow to delete all data that concerns you.
- Withdraw consent: At some point, you gave Create Tomorrow (explicit) consent to process your personal data, but you now wish to withdraw that consent.
- Object (Article 21 GDPR): You object to the processing of your personal data on the grounds of Article 21 of the GDPR. Under certain conditions, you have the right to object to the processing of your personal data. This is only possible if Create Tomorrow processes your data based on a general or common interest, not if this is done to meet a legal obligation.
- Restriction: The processing of your personal data is temporarily ceased. You can e.g. exercise this right if you are not certain about the correctness or completeness of the data Create Tomorrow has on you. When you submit a “request to restriction of processing,” your personal data is not deleted, since it must remain possible to undo the requested restriction.
- Data portability: You have the right to “transfer” your personal data. When you exercise this right, you will receive a copy of your personal data as it was processed by Create Tomorrow.

### 3. The purposes of our data processing

Create Tomorrow processes your personal data for the following purposes:

- To send our newsletters and/or flyers;
- To call or email you if this is necessary for our service provision;
- To inform you about any changes to our services and products;
- To deliver goods and services to you.
- To get insight in the participating students of Create Tomorrow as a group in general.

Furthermore, we may collect the personal data you enter on Create Tomorrow’s websites in order to keep you up to date on various activities.

### 4. Automated decision-making

Create Tomorrow does not use automated data processing to make decisions about matters that may have (serious) consequences for the persons in question.

### 5. Data retention period

Create Tomorrow does not store your personal data any longer than strictly necessary in order to realize the purposes for which your data is collected.

### 6. Sharing personal data with third parties



Create Tomorrow will share your personal data with Novel-T and/or the Partner of the case you are working on if this is necessary in order to execute the agreement and meet any legal obligations. We enter into processing agreements with businesses that process your data at our request to make sure they employ similar standards of data security and confidentiality.

#### 7. Cookies, or similar techniques, that we use

Create Tomorrow uses functional, analytical, and tracking cookies. A cookie is a small text file that is stored on your computer, tablet or smartphone when you first visit the website. When you first visited our website, we already informed you about these cookies and asked your consent to use them.

You can opt-out of receiving cookies by changing your internet browser's settings to keep it from storing cookies. Furthermore, you can delete any data that has already been stored via your browser's settings.

Third parties, e.g. advertisers and/or social media companies, also use cookies on this website.

#### 8. Data protection

Create Tomorrow takes the protection of your personal data seriously and has implemented appropriate measures to prevent the misuse, loss, unauthorized access, unwanted publication, and unauthorized alteration of your data.

#### 9. Photography during events

When you attend a Create Tomorrow event, you may have your picture taken. In light of the GDPR, Create Tomorrow considers the use of these pictures on its social media channels a legitimate interest. If you are in a picture and would like it to be deleted, you can submit your request via email to [pr@createtomorrow.nl](mailto:pr@createtomorrow.nl). We will process your request within four weeks of reception.

#### 10. Lodging a complaint

Create Tomorrow also wants to remind you that you have the option to lodge a complaint with the national privacy watchdog: the Dutch Data Protection Authority. You can do so via the following link:

<https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>

Last updated: 12-03-2021

Create Tomorrow may update this privacy statement from time to time. An updated privacy statement enters into force on the date listed above.