

## **Terms & Conditions**

Please read these Terms & Conditions ("Terms", "Terms & Conditions") carefully before:

- Applying for the Accelerator Programme (the "Programme")
- Participating in the Programme

The Programme is implemented by Trampoline Ltée ("us", "we", "our", or the "Organisers").

Your application for, access to, participation or involvement in the Programme is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all applicants and participants and the selection committee of the Programme. You confirm that you are at least 18 years old, and you are legally capable of entering into binding contracts.

By applying for, accessing, or participating in the Programme, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not apply for or participate in the Programme.

### **1. Introduction**

#### **1.1. Objectives**

The Programme is a programme organised annually with the objective to assist in the development of impact projects in the Republic of Mauritius. The Accelerator Programme features 9 months of customized support including mentorship, masterclasses, networking, visibility, pro-bono expertise, peer support and on-demand coaching. Participation is limited to selected teams (see 2.2 selection of participants).

#### **1.2. Contracting party**

The contracting party in these Terms is Trampoline Ltée, with its registered address at 2<sup>nd</sup> Floor, QG, Old Post Office Road, Industrial Zone, St Pierre.

#### **1.3. Selected Participants**

The Selected Participants ("Participants") are teams who have been selected to participate in the Programme.

Teams who are applying or are invited for participation to the Programme – but who have not (yet) been selected – are referred to as "Applicants".

#### **1.4. Selection Committee**

The Selection Committee are the individuals who support the Organisers to select a pool of Participants for the Programme via the Call for Application.

### **2. Participation as a Selected Participant**

#### **2.1. Right of participation**

If you are working on any service, product or technology offering a solution to a local or global problem within the Sustainable Development Goals (SDGs), we welcome your application to join our Impact Accelerator program. We accept applications from local teams with a focus on scaling their impact solutions and building sustainable business models in the Republic of Mauritius. While we shall give priority to teams, exceptional individuals with a proven track record may be accepted as well. You can apply if you are a legal and natural person of legal adult age and fit in one of the definitions below:

- Co-founders of social enterprises with a stated focus on social contribution and who wish to scale their impact.
- Co-founders of entrepreneurial & innovative for-profit SMEs who wish to significantly increase their social impact.
- NGOs with a proven track record in contributing to the SDG and who want to test social business models inside their organizations and develop revenue streams to ensure longer-term sustainability.

We welcome all participants and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status. Participation in the Programme is accepted on the condition of an Applicant's selection (as indicated in 2.2 Selection of participants)

## 2.2. Selection of participants

Participation to the Programme is granted on the discretion of the Selection Committee, based on the procedures and processes that were established by Trampoline Ltée, and in compliance with the Right of Participation (see Section 2.1). The decisions on the selection of participants made by the Selection Committee shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Applicants in the Programme. Applicants shall have no right to justification for the decisions made by the Selection Committee.

The following teams will be given priority in the selection process:

- Teams who have a clear and deep understanding of the social and/or environmental problem they are trying to solve
- Team members with complementary skills and a proven experience of working together
- Teams who already have a product, traction, or MVP – not just an idea
- Teams who are implementing their impact solutions in Mauritius
- Teams who are available to attend the program in person

## 2.3. Call for Application

### 2.3.1. Submission period and procedure

The Call for Application will open an online submission period at noon on 29/09/2021 which will close at midnight on 21/11/2021 (GMT+4). Submissions received outside this period will not be considered. However, Trampoline reserves the right in its absolute discretion to extend the closing date where the submissions received are of insufficient quality.

Only one submission will be accepted per applicant. Only submissions impacting the Republic of Mauritius, including Rodrigues, will be considered.

The online submission consists of three parts: 1) the collection of your organization and personal information 2) the collection of information concerning your application and 3) the uploading of supporting documents if any. Only upon completion of all required fields you will be able to submit your application. Trampoline accepts no responsibility for lost, delayed, misdirected or incomplete entries or cannot be delivered or entered for any technical or other reason.

### 2.3.2. Personal data and organization information shared through your application

The personal data and organization's information that you share during your application will not be shared with any parties other than the Selection Committee, solely for the purposes of executing the Call for Application. You own the copyright to your application entry as its author. You confirm that

your application entry does not contain any unregistered or undisclosed intellectual property (IP). By submitting an entry to the Trampoline Impact Accelerator Programme, you permit Trampoline to use your project/enterprise's name if you are selected or as a finalist of the programme on any social media accounts controlled by Trampoline and its collaborators and in any press releases related to the programme.

### 2.3.3. The Selection Committee

Participation to the Call for Application as a Selection Committee Member is granted at the discretion of the Organizers. The decisions on the selection of Committee Members made by the Organizers shall not be subject to dispute in a court of law. These decisions shall be final and binding. Third parties shall have no right to justification for the decisions made by the Organisers in any selection procedure.

The Organisers will compose the Selection Committee with any professionals they may deem fit to support the selection process in the best interest of the programme's success.

The Selection Committee is bound by a non-disclosure and confidentiality clause before reviewing the Call for Application, confirming that they will not share nor use any of the information contained in your application with anyone other than the Selection Committee.

## 2.4. Conditions of participation

### 2.4.1. Intentions and commitments from Participants

Applicants who are given the opportunity to join the Programme as a participant receive a unique opportunity to benefit from the Programme. For each selected participant, several other interested and motivated Applicants have been denied participation due to the limited availability of places in the Programme. Considering this reality, upon participation in the Programme, Participants agree to do this to their best intentions and commitments, which includes but is not limited to:

- Participation to every event of the programme with at least one team member including Onboarding Week, workshops, networking events and Graduation/Demo night;
- Timely completion of documents required for the program
- Inform Organisers when your participation to the Programme becomes void, for example, if you stop pursuing the project formulated in the Application.

Any failure to deliver the minimal above commitments is a breach of your participation and may result in a termination of your participation to the Programme.

## 2.5. Personal data and organization information shared through your participation to the Programme

Your personal data including contact details, e-mail addresses, phone numbers, or confidential information about your product or organization which you share during your participation to the Programme will not be shared with any parties other than the Organisers, the Selection Committee, and the event organisers or security teams of the events where the Programme take place. With your participation in the Programme, you agree to the use of your personal data for the following purposes:

- **Promotion & Communication:** The Programme's communication tools, such as the Website and social media, are used as multipliers for the visibility of programme participants, contributing to their impact potential. The Programme may use your team or organization name and a description of your impact project for such public promotion and communication purposes. For use of your personal data in this context, we will seek your prior and explicit consent;

- **Workshops and masterclasses:** for a smooth organisation of the workshops and masterclasses, we may invite you to share and use personal data, such as your travelling details, first and last name, ID-card number, dietary preferences. These data will be shared with the event venues and local security teams and will only be used for the organisation of the workshops and masterclasses;
- **Mentorship/Advisory:** to ensure good interaction with your Mentors and Advisors, we may provide him/her with your first and last name, organization name, e-mail address and phone number. These data will only be used for mentorship purposes;
- **Essential notifications:** to administer your (potential) participation in the programme, the Organisers send notifications to the e-mail addresses of the Contact Person of the Applicant and participants in the Programme. As an alumni to the Programme, your subscription to these notifications will survive your participation to the Programme, but can be ceased any time by clicking on the respective link in the bottom of the notification, or by writing us a message at [contact@trampoline.mu](mailto:contact@trampoline.mu)

## 2.6. Proprietary rights, limited right to use

Any and all proprietary rights, including but not limited to rights to and in inventions, patent rights, utility models, copyrights, trademarks and trade secrets, in and to any Confidential Information shall be and remain with the participants respectively.

Each selected participant, the Organisers, the Selection Committee and any other resource persons shall not have any right, license, title or interest in or to any confidential information, except the limited right to review, assess and help develop such Confidential Information in connection with the Programme.

## 3. Termination

We may terminate your participation in the Programme in writing (by letter or e-mail) without limitation if you breach these Terms & Conditions. This termination will take effect immediately after such termination letter or email has been sent, with the date indicated on post or timestamps as legal basis. Upon termination, your right to benefit from the Programme will immediately cease.

If you wish to terminate your participation in the Programme, you may do so in writing (by letter or e-mail). This termination will take effect immediately after such termination letter or e-mail has been sent.

If an Applicant has not been selected for participation in the Programme, following the selection procedures as indicated in 2.3, the Applicant's participation will cease automatically.

All provisions of the Terms & Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and Non-Disclosure Agreements.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

## 4. General Clauses

### 4.1. Intellectual property

The Programme is and will remain the exclusive property of the Organisers. The Programme is protected by trademark. Our trademark may not be used in connection with any product or service without the prior written consent of the Organisers. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

Any images taken by the organisers during the Programme are and remain the property of the Organisers. You may not print, copy, reuse or distribute these images without the permission of the Organisers.

#### 4.2. Indemnification

As a condition of your participation to our Programme, you agree to indemnify us, our Partners and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of related to your participation to the Programme or your breach of these Terms & Conditions and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

#### 4.3. Limitation of liability

You agree that we shall not be liable for any damages suffered as a result of applying or participating in the Programme.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) through your application to the Programme or through your participation in the Programme, however it arises, whether for breach of contract or in tort, even if the possibility of such damage has been previously advised of.

#### 4.4. Disclaimer

Your participation in the Programme is at your sole risk. The Programme is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. The Programme is provided on an "AS IS" and "AS AVAILABLE" basis.

The Organisers do not warrant that a) the Programme will function uninterrupted, secure or available at any particular time or location; or b) the results of participating in the Programme will meet your requirements.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access or, alteration of or use of record in connection with the use or operation of the Platforms, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Platforms for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platforms or that the operation of the Platforms will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or errors in the Platforms.

#### 4.5. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

#### 4.6. Governing law

These Terms & Conditions shall be governed and construed in accordance with the laws of the Republic of Mauritius, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms & Conditions will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms & Conditions will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Programme and supersede and replace any prior agreements we might have between us regarding the Programme.

#### 4.7. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms & Conditions for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platforms or participating in the Programme. Your continued use of the Platforms or participation in the Programme will be deemed as your acceptance thereof.

#### 4.8. Contact us

If you have any questions about these Terms, please contact us at [contact@trampoline.mu](mailto:contact@trampoline.mu)