

## Terms and conditions

Thank you for participating in NBC2020 Awards!

The objective of the 'NBC2020 Awards' is to connect innovative companies to the Expo 2020, the MENA/IMEA region and the members of the Netherlands Business Council. The concept of an Award (ceremony) helps innovative businesses to step out of their day to day operations and to challenge themselves to showcase their innovation to a wide audience. "The NBC2020 Awards" is an event organized by the Netherlands Business Council UAE, in cooperation with the Consulate General of the Kingdom of The Netherlands in Dubai and NL in Business, between November 10, 2019 and March 19, 2020.

These Terms of Service ("Terms") govern your access to and use of the Best in NBC2020 Awards website, products and services, including, but not limited to participation in any of the NBC2020 Awards programs through submission of a single or multiple award entry. Please read these Terms carefully, and contact us if you have any questions. By submission of an award entry, you agree to be bound by these Terms, our Award Program Rules, and by our Privacy Policy. The Terms and Conditions will apply during the Period defined by the time from the submission of the nomination to the 19 March 2020.

### 1. Definition of Terms Used

The Rules applicable to "Event(s)" as mentioned herein could mean both the "Pitch" and "Awards" unless explicitly distinguished. "Organizer" as used in this document would refer to the NBC2020 Awards Team. "Awards Management Team" would indicate the organizers along with the jury.

### 2. Participation in NBC2020 Awards

If you submit an award entry or otherwise take part in our NBC2020 Awards on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. (c) You understand and agree that mere participation in the events does not entitle you to win the award. (d) Your final eligibility will be subject to the discretion and approval of the Awards Management Team. (e) You confirm that your innovation has a proven concept. (f) You confirm that your innovative business has a Dutch Nexus in the Food, Water and Energy Sector. (g) You agree to allow the organizers and/or sponsors to contact you to provide comments about the Awards and to take photos or video footage of you, your business and your representative(s). (h) You also agree that you have read the individual events T&C and agree to abide by them. (i) You agree and undertake not to hold the organizers and/or any of its affiliates, including their respective personnel, responsible for or liable for, any actions or claims of losses, damages, costs, charges or expenses that you may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of applying for or participating in the Awards.

The event format, judging criteria or proceedings will remain uncontestable. However, the organizers reserve the right to make any changes as and when required and cannot be held liable for the same.

The Awards Management Team has the right to re-classify your business in any award category, if need be felt while evaluating. The decision in this regard will be final and non-contestable. This also stays true for the nomination into the award categories.

The call for entries for the events will be announced online through the website. The nomination form will be made available on [nbc2020awards.com](http://nbc2020awards.com). You can apply in only one award categories. Determination of whether the information provided is accurate rests with the Awards Management Team.

As an event finalist, you agree to (1) attend the finals for presentation and other related events that the organizers notify you about to finalize the winner. (2) to assist in publicizing the events as required by the organizers and/or sponsors for the event in which you are a finalist. (3) Your company details & logo being used in promotional events or publicity materials printed, electronic and online/social media. (4) Not hold the organizer, sponsor or any social media platform responsible for use of your company details.

ENTRIES may be made by individual practitioners or organizations submitting their own innovations.

All work must be submitted through 'NBC2020 Awards' website.

Entries will not be accepted via email or other channels unless the project officially announces it via THE WEBSITE or technical difficulties prevent the form or website from receiving submissions.

### **3. Timeframe and Categories**

Nomination entries open: 1 December 2019

Regular nomination entries close: 19 January 2020 (Submission of the completed forms with required documents should be done not later than 24:00 hours GMT time, 19 January 2020)

Shortlisted companies will be contacted: 6 February 2020

Second questionnaire for shortlisted companies: 7 - 24 February 2020

Selecting top 3 per category: 25 February 2020

Announcement top 3: 5 March 2020

Top 3 pitch day: 19 March 2020

"NBC Expo2020 Awards": 19 March 2020

The event will have its nominees segregated into groups based on their selected field. The groups for awards are:

- i) Water
- ii) Food
- iii) Energy

The Main selection criteria are:

- Economic potential of the innovation;
- Environmental impact of the innovation;
- Social impact of the innovation;
- MENA/IMEA Scalability of the innovation;
- Can the innovation make the world a better place; and
- the innovation should have a Nexus with the Netherlands.

The winner of the NBC2020 Awards in each of the three respective categories: (1) Will be able to exhibit their winning innovation on the Netherlands Expo2020 pavilion during their thematic week. (2). Will be promoted on the media channels of the Netherlands Business Council, NLinBusiness and the NBC2020 awards organization in cooperation with their associated media partners (3) Will be invited to the NBC2020 Awards Gala to be held on 19 March 2020 in Dubai. (4) All shortlisted innovations will receive two entry tickets for the Expo2020

#### **4. Promotion and Sponsorship**

Upon submission of nominations, you agree to your details being extracted to be used to form data charts or statistics (with no company specific details) for promotion not limited to (1) Road shows (2) Social media campaigns and (3) Other means of publicity

#### **5. Responsibility**

Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on unforeseen circumstances. Awards management team and its subcontractors shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the events or any part of its processes on account of any factors beyond its control.

Force Majeure: in no event shall the Organizer be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Organizer shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

#### **6. Security**

We care about the security of our Awards participants. While we work to protect the security of our site, including the content of your award entries and other submitted information, NBC2020 Awards cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

#### **7. Third-Party Links, Sites, and Services**

Our NBC2020 Awards website may contain links to third-party websites, services, or other events or activities that are not owned or controlled by Netherlands Business Council. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third-party website, service, or content from NBC2020 Awards, you do so at your own risk and you agree that NBC2020 Awards will have no liability arising from your use of or access to any third-party website, service, or content.

#### **8. Indemnity**

Participating in our NBC2020 Awards, involves submission of a single or multiple award entry by you in award categories chosen at your discretion. NBC2020 Awards and its judges do not independently verify information contained in your award entry and are relying on you to provide accurate and truthful information in your award entry. Your use of programs, including in case of selection of your award entry as a "winner," is in no way an evaluation, guarantee, warranty, sponsorship, or endorsement of any kind by the Organization, its owners, employees, or agents of your products and services, or of your Company, its executives, departments, or any of its business practices, or other characteristics. As such, in no way does NBC Expo2020 Awards assume any responsibility for the quality, condition, efficacy, suitability, safety, fitness, legality (including applicable patent, trademark, copyright, and trade secret laws), or reliability of any product or service produced, manufactured, distributed, sold, offered, rendered or otherwise made available by you. Nor does NBC2020 Awards assume any responsibility for the workplace conditions, personnel, business practices, or other characteristics of your Company. If you use our NBC2020 Awards, you agree to indemnify and hold harmless NBC2020 Awards and its owners, officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes,

demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties on any basis whatsoever), in any way related to (a) your access to or use of our NBC2020 Awards, (b) reliance by any third party on NBC2020 Awards as a full or partial basis for conducting business with you, including by purchasing or using your products or services, or (c) your breach of any of these Terms.

## **9. Disclaimers**

The NBC2020 Awards are offered on an “as is” basis without warranty of any kind, whether expressed or implied. The NBC2020 awards specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade.

## **10. Intellectual Property Rights**

The organizers own and reserve all rights pertaining to “NBC2020 Awards” brand. You will be allowed to use the brand logo and name for promotion or citation in your company materials only with prior approval from the organizers.

## **11. Limitation of Liability**

To the maximum extent permitted by law, NBC2020 awards shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the programs; (b) any conduct of any third party on the NBC2020 awards, including without limitation, any defamatory, offensive or illegal conduct of third parties including judges or other unpaid volunteers assisting best in NBC2020 awards; or (c) unauthorized access, use or alteration of your transmissions or content.

## **12. Governing Law and Jurisdiction**

These Terms shall be governed by the laws of the United Arab Emirates, without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Dubai, UAE.

## **13. General Terms**

*Notification Procedures and changes to these Terms.* NBC2020 Awards reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose. We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you. By continuing to access or use the NBC2020 Awards after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Programs.

*Assignment.* These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by NBC2020 Awards without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

*Entire Agreement/Severability.* These Terms, together with our Award Program Rules, and the Privacy Policy and any amendments and any additional agreements you may enter into with NBC2020 Awards, shall constitute the entire agreement between you and NBC2020 Awards concerning the Awards. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the

minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

*No Waiver.* No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and NBC2020 Awards' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

This competition is organized by The Netherlands Business Council, Lamborghini Building, Dubai, United Arab Emirates. Except where indicated, all copyright and other rights that subsist in the page of the [www.nbcdubai.com](http://www.nbcdubai.com) website ("the Site") are owned by The Netherlands Business Council

## Privacy Policy

The Netherlands Business Council Dubai (“NBC”, “we”, “us”), committed to protecting your privacy. This privacy policy explains how we will be collecting and using your data in accordance to the General Data Protection Regulation (GDPR) (EU) 2016/679. This policy will outline the rights and options as per those regulations to each individual. If you have any further questions or any specific individual question, please do not hesitate to contact us.

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#### 1. Who is responsible for your collecting (personal) data?

The data controller, who is responsible for the collection and processing of data is

The Netherlands Business Council Dubai  
(‘NBC’)

Tanneke Egbers-Mevissen, Office  
Manager

Lamborghini building, Dubai

Tel: +971-050 559 2272

E-Mail: [office@nbcDubai.com](mailto:office@nbcDubai.com)

#### 2. What data do we collect?

Depending on the circumstances, the personal information we process may include any, a combination of, or all of the following personal information.

- Contact information, such as your name, job title, postal address, including your home address where you have provided this to us, business address, telephone number, mobile phone number, fax number and email address;
- Pictures of attendees and speakers at seminars we organize;
- Known Languages (Dutch and English) so that we know in which language we should communicate with you.
- Bank account details or payment data, such as data necessary for VAT invoices and fraud prevention, including other related billing information; All payment transactions are handled by a third party to ensure your security.
- Further business information necessarily processed in a project or client contractual relationship with the NBC or voluntarily provided by you, such as instructions given, payments made, requests and projects;
- Details of your visits to our premises or where we got to know each other, for example networking events and, if applicable, at which fair you attended.

### 3. How do we collect your data?

We may collect and process data about a person/you in a number of circumstances, including;

- When you or the company you work for become(s) an NBC Member.
- When you register for or attend a seminar or another NBC event;
- When you sign up to receive our mailings and newsletters;
- When you or your organization requests services from us;
- When you or your organization offer to provide or provide services to us;
- When you or your organization provides your business card or other means to contact you to us;

In some circumstances, we may collect personal data about you/your company from a third-party source. For example, we may collect personal data from your organization, other organizations with which you have dealings, an information or service provider or from a publicly available record.

### 4. Are you required to provide personal data?

As a general principle, you provide us with your personal data entirely voluntarily; there are no detrimental effects for you if you choose not to consent or to provide personal data. However, there are circumstances in which the NBC cannot take appropriate action without obtaining certain of your personal data, for example because the personal data are required to process an inquiry or your NBC Membership, to invite you to an event or to provide you with access to a

web offering or newsletter. In these cases, it will unfortunately not be possible for us to provide you with that service without the relevant personal data and we will notify you accordingly when required.

#### 5. For which purposes will we use your personal data?

We may use your personal data for the following purposes only ("Permitted Purposes"):

- Managing and administering your personal/individual membership relationship with the NBC

We process your name, phone number, email address, postal address, home address if you provided us with the same, language preference as well as information with respect to membership related payments, accounting, auditing, billing and collection, support services (including bank account details), as data necessary for the performance of the membership contract, permitted on the basis of Article 6.1(b) GDPR;

- Managing and administering your organization's membership relationship with the NBC, where you are the designated contact person or employee of your organization

We process your name, job title, work phone number, mobile number, work email address, professional postal address, as well as language preference as data necessary for the performance of the membership contract, permitted on the basis of Article 6.1(b) GDPR;

- Managing and administering your registration to an event organized or trade fair represented by the NBC

We process your name, phone number, email address, as well as information with respect to payments, accounting, auditing, billing and collection (including bank account details) if attendance to the event is chargeable, as data necessary for the performance of the underlying contract you entered into with us when you registered for the event and we accepted your registration, permitted on the basis of Article 6.1(b) GDPR;

- Processing and responding to inquiries and providing our services

We process the information we receive with an enquiry, this may contain personal data, including but not limited to the name, phone number, job title, professional background, and email address of the contact person.

Where a contract is entered into with you as an individual, or with a company that you represent the processing of the data provided is necessary for the performance of the contract and based on Article 6.1(b) GDPR.



Where we receive inquiries or provide services without entering into a contract with you, or the company that you represent, the processing of the data you provided is in our legitimate interest to know about the identity of a potential business partner or customer and to understand what services we may be able to offer for the benefit of members, customers and business partners. The legal basis for the processing of your personal information will therefore be Article 6.1(f) GDPR;

- Managing and administering our information mailings and newsletter distribution

We process your name, name of the organization you are working for, email address and other contact details with your consent and based on Article 6.1(a) GDPR. You are free to withdraw your consent at any time, this does however, not affect the lawfulness of our processing of your personal data during the period prior to your withdrawal. Please refer to section "Your rights" for more details;

- Managing and administering our invitations to networking events, round table discussions, seminars, trade shows, or similar events

We process your name, name of the organization you are working for, email address and other contact details with your consent and based on Article 6.1(a) GDPR. You are free to withdraw your consent at any time, this does however, not affect the lawfulness of our processing of your personal data during the period prior to your withdrawal. Please refer to section "Your rights" for more details;

- Managing and administering our requests to participate in polls or surveys

We process your name, name of the organization you are working for, email address and other contact details, based on an interest of the public for neutral trade organizations to collect economic data, understand concerns and areas of interest of the business community. The results of polls and surveys contain typically valuable information and benefit society, all members, business partners and contacts including yourself. The legal basis for the processing of your personal information will therefore be Article 6.1(e) GDPR;

- Processing of any personal information you choose voluntarily to provide when registering and / or attending for a seminar or other event, as well as when you participate in a poll or survey

We process all the data you provide during the registration process, respectively in a poll or survey based on your freely given consent to this processing, for the purpose that you are providing the specific data. The legal basis for the processing of your personal information will therefore be Article 6.1(a) GDPR. You are free to withdraw your consent at any time, this does however not affect the lawfulness of our processing of your personal data during

the period prior to your withdrawal. Please refer to section “Your rights” for more details; We may take pictures of you as attendee or speaker at a seminar or other event, publish such pictures on our website, or include the same into activity reports to illustrate the range of our services and high quality of our events. The legal basis for the processing of your personal information in this regard will therefore be Article 6.1(f) GDPR;

- Bookkeeping and preparing our financial accounts

We may process your personal data, including but not limited to names, addresses, tax identification numbers and bank account information where you are a member or representing a members, and where you registered for a chargeable event, to maintain proper financial accounts of the NBC in line with our legal obligations to do so, based on Article 6.1(c) GDPR.

#### 6. With whom may we share your personal data?

Any personal data collected by us will be used by us for a Permitted Purpose (see above) only. If we would like to use the personal data for anything other than the Permitted Purposes (see above), such processing will only be performed when allowed under the GDPR, or after your prior permission has been requested and you have consented to the processing.

We may disclose your personal information to a recipient (i) for the purposes of outsourcing one or more of the Permitted Purposes-related functions described above; (ii) to confirm or update information provided by you; (iii) where this is required for the organization of a public event and permits or registrations with authorities need to be arranged; or (vi) where we are obliged by law to do so (e.g. reports to tax authorities).

#### 7. Personal data about other people which you provide to us

If you provide personal data to us about someone else (such as one of your directors or employees, or someone with whom you have business dealings) you must ensure that you are entitled to disclose that personal data to us and that, without our taking any further steps, we may collect, use and disclose that personal data as described in this Privacy Policy. In particular, you must ensure the individual concerned is aware of the various matters detailed in this Privacy Policy, as those matters relate to that individual, including our identity, how to contact us, our purposes of data processing, our personal data disclosure practices, the individual's right to obtain access to the personal data and make complaints about the handling of the personal data, and the consequences if the personal data is not provided (such as our inability to provide services).

#### 8. Keeping personal data secure

We will take appropriate technical and organizational measures to keep your personal data confidential and secure in accordance with our internal procedures covering the collection, usage, storage, disclosure of and access to personal data. Personal data may be kept on our RM system, Excel files or in paper files.

## 9. Transferring your personal data 'abroad'

We may transfer your personal data abroad if required for the Permitted Purposes as described above. This may include countries which do not provide the same level of protection as the laws of your home country. We will ensure that any such international transfers are made subject to appropriate or suitable safeguards as required by the General Data Protection Regulation (EU) 2016/679 or other relevant laws. This includes entering into the EU Standard Contractual Clauses which are available here. You may contact us anytime using the contact details below if you would like further information on such safeguards.

## 10. Updating personal data about you

If any of the personal data that you have provided to us changes, for example if you change your email address or if you wish to cancel any request you have made of us, or if you become aware we have any inaccurate personal data about you, please let us know by sending an email to [info@nbcDubai.com](mailto:info@nbcDubai.com). We will not be responsible for any losses arising from any inaccurate, inauthentic, deficient or incomplete Personal Data that you provide to us.

## 11. For how long will personal data be stored/retained?

Your personal data will be deleted when it is no longer reasonably required for the Permitted Purposes or you withdraw your consent and we are not legally required or otherwise permitted to continue storing such data.

## 12. Your rights

- Right to information and access

You have the right to request confirmation from us as to whether or not we are processing any personal data of you. If we process your personal data, you also have the right to access to this personal data together with certain related information.

- Right to rectification

If we process personal data of you, and where such data is incomplete or false, you have the right for us to rectify any inaccurate personal data related to you. For any such purpose kindly contact us by Email to [office@nbcDubai.com](mailto:office@nbcDubai.com)

- Right to erase personal data and right to restriction of processing

Subject to certain conditions you have the rights under Articles 17 and 18 GDPR that we erase your personal data or that we restrict our processing of your personal data. For any such request please contact us via Email to [info@NBCDubai.com](mailto:info@NBCDubai.com).

- Right to withdraw consent

Where we process any of your personal data based on your consent in accordance with Article 6.1(a) GDPR you have the right to withdraw your consent at any time. You may contact us for such purpose at our offices, by mail, fax, email or phone.

Also, where you do not wish to continue receiving activity reports mailings, newsletters, invitations to seminars or similar communication, you can use the opt out / unsubscribe function available in each respective communication.

Please note that the withdrawal of your consent does not affect our lawful processing of your personal data before the time that you informed us about your withdrawal.

- Right to data portability

Where we process your data based on your consent, or because it is necessary to meet our obligations under a contract with you, to the extent that we used automated means for the processing of your data, you have the right to receive your personal data in a commonly used machine-readable format, and to ask us to transmit your personal data to a third party.

- Right to object to data processing

Where we process your data for reasons of public interest, or for a purpose that is in our legitimate interest, you have the right to object to such processing on grounds relating to your particular situation, and we will evaluate any such request.

In general, when you exercise any of the rights mentioned above, we may request that you prove your identity by providing us with a copy of a valid means of identification in order for us to comply with our security obligations and to prevent unauthorized disclosure of data.

We will consider any requests or complaints made with respect to any of your rights (mentioned above) which we receive and provide you with a response in a timely manner.

- Right to file complaint

Where you feel that our processing of your personal data infringes your rights under the GDPR, or if you are not satisfied with our response, you have the right to lodge a complaint with the relevant privacy regulator as supervisory authority. Each EU member state has a designated privacy regulator. You can contact the supervisory authority in the state where you are a resident, where you work, or where you feel your personal data was not handled correctly. We will provide you with details of your relevant regulator upon request.

### 13. Updates to this privacy policy

This Privacy Policy was last updated in November 2019. We reserve the right to update and change this Privacy Policy from time to time in order to reflect any changes to the way in which we process your personal data or changing legal requirements. In case of any such changes,

we will post the changed Privacy Policy on our website or publish it otherwise. The changes will take effect as soon as they are posted on this website.

#### 14. How to get in touch with us

We welcome your views about our Privacy Policy. If you would like to contact us with any queries or comments, please send an email to [info@NBCDubai.com](mailto:info@NBCDubai.com).

Please feel free to also contact us by phone or send us a letter or fax to:

The Netherlands Business Council  
Dubai

Mrs. Tanneke Egbers-  
Mevisen

Lamborghini Building  
Dubai

United Arab Emirates

Tel: +971-050 559 2272