

General Terms and Conditions

1. The competition

1.1 EduSprint is an annual startup competition run by the current students and the teacher of the International Innovation Management course at HEIG-VD, Centre St. Roch, Avenue des sports 20, 1400 Yverdon-les-bains. The HEIG-VD is a not-for-profit organization and participation in the competition is free of charge for all participants.

1.2 The EduSprint startup competition starts on December 1st, 2020, and ends with the Design Sprint session from February 15th 2021 at 9:00am to February 19th 2021 at 6:00pm. The submission deadline is on December 21st, 2020. The competition is open to startups and pme with less than 15 FTEs that are developing innovative technology in the Education sector. Participants must submit the online entry form together with a video of max 5 minutes describing their startup and innovation.

2. Entitlement to participate

2.1 Participation is open to companies who are residents of Switzerland or the Principality of Liechtenstein and their members are at least 18 years of age. Participation is also open to teams where at least one member of the team is a resident of Switzerland or the Principality of Liechtenstein and is at least 18 years of age.

2.2 Participation is not open to individuals or teams if, on the basis of their business case, a company has been registered in the commercial register of Switzerland or the Principality of Liechtenstein before January 1, 2015.

2.3 Participation is not open to teams if, on the basis of their submitted business case, a company has been founded, or is intended to be founded, outside Switzerland or the Principality of Liechtenstein.

2.4 The EduSprint office reserves the right to refuse participation to anyone for any reason deemed applicable by the EduSprint office.

3. Conditions and forms of participation

3.1 The condition for participation in the competition is the completion of the online entry form and the submission of a business case by **23:59 CET on December 21, 2020**. The business case is considered as submitted if it is uploaded to the EduSprint.ch platform in in English or French before the deadline specified above. No other form of submission will be accepted.

3.2 EduSprint at its own discretion, may extend the deadline for submissions in exceptional cases.

3.3 Documentation, patterns and models submitted for the competition shall become the property of EduSprint. There is no entitlement to the return of such items at the

conclusion of the competition. Any intellectual property rights (including copyrights) in the business cases shall remain with the participants, but EduSprint shall be entitled to use such intellectual property rights for the purpose of the competition.

3.4 By submitting a business case to EduSprint, the participant agrees to be bound by these General Terms and Conditions.

3.5 EduSprint may unilaterally amend these General Terms and Conditions. Participants will be noticed by e-mail.

4. Supporting Teams

4.1 Each of the 2 winners will have the opportunity to participate to a Design Sprint session together with a team of 4 HEIG-VD students who participate to the IIM class for the current year.

4.2 The extent and duration of the support shall be determined by the participant(s) and the mentors and industry contacts. Student teams work on a pro bono basis. EduSprint instructs the students teams to commit for all the 5 days of the Design Sprint session to any winner team for the duration of the Design Sprint session. Any subsequent supportive relationship that goes beyond the suggested time investment by EduSprint shall be subject to an agreement between the company and the students teams.

5.The jury decision

5.1 The jury shall deliberate in private.

5.2 Entries that do not meet the formal requirements of the competition may be excluded from consideration by the jury. The formal requirements for consideration by the jury are the completion of the online entry form on the EduSprint platform and the submission of a application in the form of a short video of max 5 minutes.

5.3 Each participant will not receive any access to the comments made by the jurors in jury rounds. Jurors shall remain anonymous unless they explicitly agree to the publication of their name.

5.4 The jury's decision is final. No correspondence shall be entered into and there shall be no recourse to legal action against the decision by the jury.

6.Prizes

6.1 The jury will select two winners. The winners will not receive any prize in money. The winners will be offered the participation to the Design Sprint sessions organized by HEIG-VD and Design Sprint SA, Lausanne. In no case, the this opportunity could be exchanged in the corresponding monetary value.

6.2 The winner company, will have to commit to the participation to the Design Sprint for the whole duration of the program, namely 5 days : February 15th 2021 at 9:00am to February 19th 2021 at 6:00pm. Failure in attending the sessions from at least 1 member of the

winner company, will cause the exclusion from the competition and a sum of 10,000 CHF (ten thousand Swiss francs) will be invoiced to the company by HEIG-VD.

6.3 Participants in the competition are not entitled to compensation for expenses of any kind.

7. Communication

7.1 The EduSprint competition will be followed by the media. Photos, videos, and contributions to sessions will be published in the media and in HEIG-VD and DGES channels, such as on the EduSprint website, newsletter and social media. Participants agree to such publications.

7.2 The winners of the competition promise to mention their successful participation in EduSprint in their own communications in the future.

8. Data protection and liability disclaimer

8.1 Participants grant EduSprint the right to process their data submitted as further described in our Privacy Policy (below in this document).

8.2 All members of the EduSprint office, students, industry contacts, jurors, experts at events, advisory board members, and other persons involved in the competition who have access to confidential participant or business case-related data, shall commit themselves toward the participants to the maintenance of confidentiality by means of a confidentiality declaration.

8.3 No participant, team or business case-related data shall be published or divulged without the agreement of the participants, with the exception of information intended for publication, which is the company name or provisional company name, the business case summary as entered in the online entry form.

8.4 Team members of the two winners selected by the EduSprint jury grant EduSprint the right to record a video about the team and its project and to publish it.

8.5 Participants grant EduSprint the right to share their contact details (name, addresses, phone numbers, email addresses) with the organizing institutions (HEIG-VD, DGES, Design Sprint SA) in addition to the information intended for publication on request by the organizing institutions.

8.6 The EduSprint office reserves the right to share their entire profile data with the HEIG-VD and DGES departments on request by the departments and without any further notice to the participants. The HEIG-VD and DGES departments commit themselves to keeping all data received confidential. Any resulting scientific publications shall only contain aggregated and anonymised data.

8.7 EduSprint, its organizers and the members of the advisory board disclaim any liability for any form of loss or damage, in particular, caused by employees or assistants, in accordance with the provisions of Articles 100 and 101 of the Swiss Code of Obligations.

9. Online registration with EduSprint.ch

9.1 Users of the EduSprint.ch online tools (in the following: user(s)) agree that their personal data will be stored in electronic form and, depending on the online tool, with a third party. The respective terms and conditions as well as privacy policies of such third party also apply.

9.2 Users are responsible for the content of their online applications and for the information they provide, and they declare the particulars they supply are true and correct.

9.4 Each user may only generate one online application on the EduSprint platform.

9.5 Users are obligated not to misuse the EduSprint online tools, in particular not to

- Distribute defamatory, offensive or in any other way unlawful material or any similar material. In particular, this refers to pornographic, racist, inciting or comparable contents.
- Bring onto the EduSprint online tools computer viruses (infected software) or software or other material that could in any way damage hardware or software of EduSprint, other users of the platform or third parties.
- Publish data that is copyright protected, unless the user is in possession of the usage rights.

9.6 EduSprint reserves the right to expunge contents of the EduSprint platform without offering reasons, to change the entire platforms or parts thereof, or to cease their operation.

9.7 EduSprint, HEIG-VD and DGES is not liable for the possible misuse of user data by third parties.

Privacy Policy

1. Introduction

This policy applies where we are acting as a data controller with respect to the personal data of our website visitors and competition entrants; in other words, where we determine the purposes and means of the processing of that personal data.

We use cookies on our website. Insofar as those cookies are not strictly necessary for the provision of our website and competition platform, we will ask you to consent to our use of cookies when you first visit our website.

Please refer to our Cookie Notice for more information to learn how we are using of cookies. You can manage your preferences relating to the use of cookies on our website by visiting the Cookie Settings.

Our website incorporates some privacy controls which affect how we will process and display your personal data. By using the privacy controls, you can also specify whether you would like to receive direct marketing communications. You can access privacy controls by editing your profile.

In this policy, "we", "us" and "our" refer to EduSprint.ch.

2. How we use your personal data

In this Section 2 we have set out:

- the general categories of personal data that we may process;
- the purposes for which we may process personal data; and
- the legal bases of the processing.

We may process data about your use of our website and services ("usage data"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is Google Analytics. This usage data may be processed for the purposes of analysing the use of the website and services. The legal basis for this processing is your consent and our legitimate interests, namely monitoring and improving our website and services. You may opt-out of this at any point by visiting our preference center: [URL Preference Center]

We may process your account data ("account data"). The account data may include your name and email address. The source of the account data is you. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.

We may process your information included in your personal profile on our website ("profile data"). The profile data may include your name, address, telephone number, email address, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details. The profile data may be processed for the purposes of enabling and monitoring your use of our website and services. The legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.

We may process your personal data that are provided in the course of the use of our services ("service data"). The service data may include contact details of your company, information about your project and other information required for the coaches and jurors of the competition. The source of the service data is you or your employer. The service data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is consent and our legitimate interests, namely the proper administration of our website and

business and the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.

We may process information that you post for publication on our website or through our services ("publication data"). The publication data may be processed for the purposes of enabling such publication and administering our website and services. The legal basis for this processing is consent.

We may process information contained in any enquiry you submit to us regarding services, namely sending a emailed enquiry ("enquiry data"). The enquiry data may include your salutation, first name, last name, email address, mobile phone number, place of residence, city, post code, country, company, language. The enquiry data may be processed for the purpose of supplying the services mentioned above and keeping proper records of those transactions. The legal basis for this processing is consent.

We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("notification data"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent.

We may process information contained in or relating to any communication that you send to us ("correspondence data"). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.

In addition to the specific purposes for which we may process your personal data set out in this Section 2, we may also process any of your personal data where such processing is necessary or compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. Please do not supply any other person's personal data to us, unless we prompt you to do so.

3. Providing your personal data to others

We may disclose your personal data to any member of our group of organizing companies insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy. Information about our group of organizing companies can be found at .

We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

We may disclose ("usage Data") to our advertising, analytics and social media providers insofar as is reasonably necessary to measure the success of and improve our advertising and social media efforts. This personal data may include IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. These advertising providers include LinkedIn, Facebook, and AddThis. The legal basis for this processing and provision is consent. You may opt-out of this at any point by visiting our preference center.

Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to provide our services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

We may disclose your notification data to "Mailchimp" identified at for the purpose of sending you relevant digital information insofar as reasonably we got your consent.

In addition to the specific disclosures of personal data set out in this Section 3, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4. International transfers of your personal data

In this Section 4, we provide information about the circumstances in which your personal data may be transferred to countries outside the European Economic Area (EEA) and Switzerland.

Our Analytics Provider, Google Analytics, is situated in the United States of America. The European Commission has made an "adequacy decision" with respect to the General Data Protection Regulation. Transfers to Google will be protected by appropriate safeguards, namely the EU-US Privacy Shield framework of which Google Analytics is a signatory. Information on the framework can be found here: <https://www.privacyshield.gov/>

Our Advertising, Newsletter and Social Media providers, listed in section 3, are located in the United States of America. The European Commission has made an "adequacy decision" with respect to the General Data Protection Regulation. Transfers to the our social media and advertising providers will be protected by appropriate safeguards, namely the EU-US Privacy Shield framework of which all our advertising and social media providers are signatories. Information on the framework can be found here:

The hosting facilities for our website are situated in Switzerland. The European Commission has made an "adequacy decision" with respect to the data protection laws in Switzerland. Transfers to will be protected by appropriate safeguards, namely the Swiss Federal Data Protection Act.

Our Web Agency and Advertising and Analytics Agency are situated in Switzerland. The European Commission has made an "adequacy decision" with respect to the data protection laws of this country. Transfers to Switzerland will be protected by appropriate safeguards, namely the Swiss Federal Data Protection Act.

You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.

5. Retaining and deleting personal data

This Section 5 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.

Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

It is not possible for us to specify in advance the periods for which your personal data will be retained. In such cases, we will determine the period of retention based on the following criteria:

- the period of retention of Usage Data will be determined based on user requests for deletion or the data is no longer required.
- the period of retention for Enquiry Data will be determined based on user requests for deletion or the data is no longer required.
- the period of retention for Notification, Account, and Profile Data will be determined based on user requests for deletion.
- the period of retention for Correspondence Data will be determined based on user requests for deletion or the data is no longer required and the correspondence has been completed.

Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

6. Amendments

We may update this policy from time to time by publishing a new version on our website. You should check this page occasionally to ensure you are happy with any changes to this policy.

We will notify you of significant changes to this policy by email or through the private messaging system on our website.

7. Your rights

In this Section 7, we have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our

summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

Your principal rights under data protection law are:

- the right to access;
- the right to rectification;
- the right to erasure;
- the right to restrict processing;
- the right to object to processing;
- the right to data portability;
- the right to complain to a supervisory authority; and
- the right to withdraw consent.

You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee. You can access your personal data by visiting your profile when logged into our website.

You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.

In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defense of legal claims.

In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defense of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defense of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defense of legal claims.

You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.

To the extent that the legal basis for our processing of your personal data is:

- consent; or
- that the processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract,

and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

If you consider that our processing of your personal information infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of your habitual residence, your place of work or the place of the alleged infringement.

To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

You may exercise any of your rights in relation to your personal data by written notice to us by emailing info@edusprint.ch.

8. About cookies

A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

You can find more information about the cookies we use in our Cookie Notice and change your settings in the Cookie reference Center.

We use AddThis to allow users to share our content. This service uses cookies to identify returning site visitors and link users to their social media profiles on Facebook and LinkedIn. You can view the privacy policy of this service provider at <https://www.addthis.com/privacy/privacy-policy/>. You can opt-out of AddThis tracking at [The relevant cookies are: _atuvs, _atuvc, loc, atx, uvc](#)

9. Managing cookies

Most browsers allow you to refuse to accept cookies and to delete cookies. The most convenient way is the use of our Cookie Preference Center. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:

- <https://support.google.com/chrome/answer/95647?hl=en> (Chrome)
- <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox)
- <http://www.opera.com/help/tutorials/security/cookies/> (Opera)
- <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer)
- <https://support.apple.com/kb/PH21411> (Safari); and
- <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge)

Blocking all cookies will have a negative impact upon the usability of many websites. If you block cookies, you will not be able to use all the features on our website.

10. Our details

This website is owned and operated by HEIG-VD.

You can contact us:

- by post, to the postal address given above;
- by telephone, +41 (0) 76 6932873; or
- by email, info@edusprint.ch

11. Data protection officer

Our data protection officer's contact details are: Vincenzo Pallotta, Vincenzo.pallotta@heig-vd.ch.