



**CONDITIONS OF PARTICIPATION  
FOR THE  
“EUROSEEDS2026 INNOVACTION STAGE”**

of Euroseeds aisbl, Rue Belliard 40, 1040, Bruxelles, Belgium, as the “Organiser”).

### **1. PREAMBLE**

The aim of the “Euroseeds2026 InnovAction Stage” is to provide start-up companies, SMEs and public-private partnerships with an opportunity to present their innovative solutions with relevance for plant breeding, trait and variety development, and variety testing that support a sustainable and modern expansion of the sector. The companies that want to participate in the “Euroseeds2026 InnovAction Stage” (in short referred to as “Participants”) develop, produce or distribute innovative products and services in the field of breeding technologies, trait development and plant variety testing and will be provided with the opportunity to use the expertise and trade network of the Organiser to access the market or establish partnerships.

### **2. APPLICATION OF THE CONDITIONS OF PARTICIPATION**

- 2.1.** Participation in the “Euroseeds2026 InnovAction Stage” programme is exclusively governed by these Terms and Conditions of Participation and the General Terms and Conditions of the Organisers. The valid version at the time of application is always binding. These Terms and Conditions of Participation shall also apply to all future participations in the “Seed InnovAction Challenge” programme, even if no express reference is made to them. Any general terms and conditions of the Participant shall not be applicable.
- 2.2.** The submission of an application by a Participant in the “Euroseeds2026 InnovAction Stage” allows the Organisers to acknowledge and review the application documents. Selection to participate in the application process is at the discretion of the Organiser.
- 2.3.** Participants who violate any condition of participation or attempt to influence participation in any way through technical manipulation will be excluded from the “Euroseeds2026 InnovAction Stage” programme.

### **3. PARTICIPANTS AND TECHNOLOGIES/PRODUCTS**

- 3.1.** Only companies whose technology/product has successfully passed initial tests by 15.06.2024, is available at least as a prototype, has very good prospects of approval in the EU and is applicable to plant breeding, variety development and seed marketing in Europe can participate in the “Euroseeds2026 InnovAction Stage”. It is also a prerequisite that the complete application has been received by 15.06.2024 at the latest.
- 3.2.** Any available results of tests already conducted on the submitted technologies/products and the documentation and proof of these tests must be submitted by the Participants without being requested at the time of application.
- 3.3.** If invited, and unless otherwise agreed with the Organiser, the Participants ensure that they will take part in a personal “online conversation” between 15.06 and 15.07.2024.
- 3.4.** Selected Participants must also be available if invited for the “Euroseeds2026 Congress” from **October 13<sup>th</sup> to 15<sup>th</sup> 2024** to present their technologies/products and engage in other discussions as required.

#### **4. CONDITIONS FOR PARTICIPATION**

- 4.1.** No steps in the application procedure may be completed using automated services.
- 4.2.** Only complete applications will be considered.
- 4.3.** Participation requires the full and correct completion of the online form as well as the agreement to and the readiness to comply with the Terms and Conditions of Participation and the Data Protection Declaration.
- 4.4.** By submitting the application via the website, the Participant declares that they have read and fully understood all underlying terms and conditions and accepts these unconditionally.
- 4.5.** The Participant bears sole responsibility for the validity of the information provided and guarantees the validity of the information provided in advance (market data, PoC data or similar).
- 4.6.** After the end of the application phase, Participants will first be assessed by the Organiser and a selected expert jury under exclusion of the public. The Participant expressly agrees that his/her application documents may be passed on to the expert jury and cooperation partners of the "Euroseeds2026 InnovAction Stage".
- 4.7.** Following this, selected relevant Participants will be notified by the Organiser and requested to be available for a further personal online interview.
- 4.8.** The time for this face-to-face "online meeting" agreed by the organiser and participants must be respected.
- 4.9.** After evaluation by the Organiser, a number (that is not determined in advance) of technologies/products will be selected at the Organisers' sole discretion to be eligible for Participation in the "Euroseeds2026 InnovAction Stage" and, thus, for winning the "Euroseeds2026 InnovActor" award.
- 4.10.**
- 4.11.** The Organisers have the right, at any time and for whatever reason, to make short-term changes to the schedule and agenda.
- 4.12.** It is expressly stated that the Participants have no entitlement to receive awards for their products and/or prizes as part of the "Seed InnovAction Challenge". Furthermore, the Participants have no entitlement to a listing of their products, coaching, financing or other services and assistance from the Organisers or to the conclusion of supplier or purchasing agreements.

#### **5. LIABILITIES**

- 5.1.** The Organiser shall only be liable for gross negligence and wilful misconduct, whereby any loss of profit, indirect damages and consequential damages are entirely excluded.
- 5.2.** The Organiser shall not be liable for technical defects, faulty data transmission or any other technical difficulties that may affect participation.
- 5.3.** The Organiser retains the right to exclude Participants from participation at any time without giving reasons and without being liable for any damages or compensation arising from such an exclusion. In particular, the Participants waive any claims arising from culpa in contrahendo.

#### **6. FURTHER PROVISIONS**

##### **6.1. Costs and Fees**

- 6.1.1.** The Participants are responsible for and shall bear their own costs that are incurred in connection with the preparation and participation in the “Euroseeds2026 InnovAction Stage”. Negotiations and possible conclusions and fulfilment of any supplier or purchasing agreement is entirely in the responsibility of participating companies. This applies in particular to all costs of lawyers, auditors and other consultants.
- 6.1.2.** Any taxes or duties incurred by the Participants shall be borne by the Participants themselves.

**6.2. Applicable Law and Jurisdiction**

- 6.2.1.** These terms and conditions, the participation in the “Euroseeds2026 InnovAction Stage” and all action taken online and all agreements and contracts concluded in connection therewith are governed by Belgian law, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.
- 6.2.2.** All disputes between the Participants and the Organiser or their respective legal successors arising from or in connection with the Terms and Conditions of Participation or participation in the “Euroseeds2026 InnovAction Stage” and all agreements and contracts concluded in connection therewith between them, including all questions regarding existence, validity or termination, are subject to the jurisdiction of the competent Belgian courts.

**6.3. Written Form and Severability**

- 6.3.1.** All amendments shall be made in writing and signed as legally valid by the Organiser or its legal successor. This also applies in particular to any waiver of the requirement for the written form.
- 6.3.2.** If any provision is or becomes invalid or unenforceable, the validity or enforceability of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision, whose economic purpose and consequences are as close as possible to the provision that is to be replaced and that meets the original intention of the Organiser.

**6.4. Data Protection**

- 6.4.1.** The Participants undertake to process the personal data provided by the Organisers in accordance with the currently valid data protection regulations and exclusively within the territory of the European Union for the purpose of fulfilling the contract and to delete this data as soon as there is no longer a justification for this data processing.
- 6.4.2.** With regard to the data protection information obligations under Articles 13 and 14 of the General Data Protection Regulation, the Organiser refers to the Data Protection Declaration on their website. A copy of this Data Protection Declaration will be provided free of charge upon request.