

# DATA DRIVEN FARMING PRIZE

## Terms and Conditions of participation

**The Data Driven Farming Prize is a Feed the Future prize being implemented by Nesta and DAI working with a number of other partners. Please read these terms and conditions carefully before submitting an entry. By submitting an entry, you accept these terms and conditions and agree to comply with them.**

### 1. Participating in the Prize

1.1 Entries received in English by the relevant deadline will be assessed against the entry criteria for the Prize set out in the promotional materials, including any age limit. Late or incomplete entries may not be accepted. We are not responsible for entries which are lost, damaged or late due to computer, network or telecommunications failure.

1.2 Employees of USAID, other individuals working on the project, and their immediate families, are not eligible to enter. Unless otherwise stated, you may make up to three entries to the Prize Call and must bear all your costs of entering and participating in the Prize, including travel costs, unless otherwise stated in the supported materials.

1.3 Eligible entries will be assessed against the publicized judging criteria. Entries may be shortlisted and asked to complete further activities as described in the promotional materials, and performance will then be assessed against the relevant judging criteria. Participation in tests and other events are a condition of participation in the Prize.

1.4 We will use the contact details provided to contact you about the Prize. If you do not respond within 7 days, or if you subsequently withdraw or are withdrawn from the Prize for any reason, we may select another entry in your place, but are not obliged to do so.

1.5 The judges' decision about eligibility, shortlisting and selection, including the methodology used to assess entries, validity of any claims and data submitted, is final and correspondence will not be entered into.

1.6 The prize should be used in ways that continue to be of public benefit and towards achieving the outcomes set out by the Prize. We reserve the right to impose additional conditions if appropriate in our reasonable opinion, including if the Prize has not resulted in sufficient public benefit, or to comply with other legal requirements. The prize will be paid in U.S. dollars and the winner is responsible for payment of tax and other charges in relation to the award of the prize.

1.7 We reserve the right at our sole discretion to refuse to accept any entry; to suspend or withdraw the Prize at any time; to vary the form and substance of the Prize including dates for deadlines, challenges and events; to reduce or increase the number of entries selected for any phase, including the final prize; not to award the prize; and/or to reject or withdraw a place on the Prize competition if in our reasonable opinion, you are in breach of these terms and conditions, fail to participate fully or do anything to damage the reputation of USAID or our partners.

1.8 We reserve the right to vary these terms and conditions at any time. Variations will take effect from the date they are posted on our website, [datadrivenfarming.challenges.org](http://datadrivenfarming.challenges.org), so please check regularly to see the current version.

## **2. Your promises to us**

2.1 By submitting an entry to the Prize, you confirm that:

- You satisfy the relevant eligibility criteria and all information submitted by you is true, accurate and complete. We reserve the right to ask for additional evidence of claims made by you, to validate claims by any means we see fit and/or to reject claims at our sole discretion.
- Your entry is your own original idea, is not copied from anyone else and to the best of your knowledge, does not infringe any intellectual property or other third party rights. We may withdraw your entry if we receive notice that it infringes any third party rights.
- You have, or will obtain, all consents and permissions necessary to submit your entry, participate in the Prize and comply with these terms and conditions.
- You will act lawfully, ethically and in good faith and comply with the rules of the Prize and any relevant laws, regulations, guidelines and codes of practice. You will comply with our reasonable instructions while participating in the Prize, including in relation to health & safety and security.
- Your organization and entry adheres to existing protocols for environmental protection and sustainability.
- Your organization and solution does not cause direct or indirect harm to marginalized groups including, but not limited to, women/girls, low income, ethnic minorities, and lower-caste groups.
- Your organization identifies and mitigates potential unintended consequences that may cause direct or indirect harm to marginalized groups.

2.2 We reserve the right to remove you from the Prize competition if you do not comply with these rules, if you cheat or behave in a way which is disruptive, inappropriate or potentially dangerous.

2.3 If you are entering as part of a group or team, the person completing the entry form is responsible for compliance with these terms & conditions by other team members.

## **3 Information and Publicity**

3.1 You will retain your intellectual property rights in your entry to the Prize.

3.2 By submitting an entry to the Prize, you give us permission to use your entry, personal details and any other information provided during the Prize to administer and judge the Prize. We may share this information with judges, assessors, our partners, and anyone helping us to run the Prize, subject to appropriate obligations of confidentiality and data protection. We may send you

information about other Nesta prizes, events and activities unless you tell us that you don't want to receive this.

3.3 We won't publish full details of your entry. However, by submitting an entry, you give us permission to use and publish your name, a summary of your entry and photographs/recordings of your participation in the Prize, which may include testing and prototyping of your entry, in any media and online. If you have any concerns about publication of information about your entry, please contact us before submitting an entry.

3.4 We and our partners may carry out publicity and promotion for the Prize and publish our research, case studies and evaluation in relation to the Prize and you agree to participate in this research, evaluation and publicity. Any public statements which you make in relation to the Prize must acknowledge Nesta and our partners and be approved by us in advance.

#### **4 Limitation of Liability**

4.1 We are not liable for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses resulting from your participation in the Prize or your reliance on statements made or advice given by us, our partners or contractors.

4.2 Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by negligence or fraudulent misrepresentation made by us.