



Arkathon Program 2020/21

CONDITIONS OF APPLICATION

FONDATION THE ARK
RTE DU RAWIL 47
1950 SION
COMPANY NUMBER: CHE - 110.614.799

CONTACT
E-MAIL: INFO@ARKATHON.CH
WEBSITE: WWW.THEARK.CH
PHONE: +41 58 332 21 26

EFFECTIVE AS OF SEPTEMBER 30, 2020

1 Scope of Application

These conditions of participation of Fondation the Ark, Rte du Rawil 47, 1950 Sion ("The Ark") govern the modalities of the registration and application for the Arkathon Program ("Program").

By registering, applicants confirm that they have read and accept the following conditions.

2 Participation

Ventures, registered companies and entrepreneurial teams from any country are eligible and may apply to the Program.

There is no legal right to participate in the program. The Ark and the Program's selection committee ("Selection Committee") decide at their sole discretion on admission to the Program, no justification is required.

The Ark is entitled to cancel all or part of the program at any time.
There will be no correspondence regarding selection to the Program or rejection of an application.
An application may be withdrawn in writing at any time by the applicant.

3 Registration

Application for registration takes place online on the website of the Ark: www.arkthon.ch at the latest until **November 30, 2020**.

The requested information and documents must be provided via the submission.

Applicants declare that they are the owners of all rights to the documents submitted and that they have the authority to submit them.

There is no right to the return or restitution of submitted documents, either during or after participation or in case of withdrawal of the application.

4 Liabilities

No rights arise from participation in the Program or from the preparation and submission of documents related to the Program.

Candidates indemnify The Ark from any and all liability and claims by third parties regarding any alleged infringement of copyright, industrial property rights, trade secrets and other third party rights in connection with the information and materials submitted by candidates in connection with the Arkathon Program.

The Ark disclaims all responsibility for the truthfulness of the statements made, including statements made by partners, experts and advisors, the Selection Committee or any other persons participating in the Arkathon Program. The liability of auxiliary persons is expressly excluded in its entirety.

The decisions taken by The Ark within the framework of the Arkathon Program are considered definitive and shall not be subject to any legal recourse or right of reply.

The Ark shall not be liable for any direct or indirect damage, in particular loss of profit, within the legal framework applied in Switzerland, and shall not be liable in cases of force majeure.

5 Confidentiality

Applicants agree that their application documents submitted as part of the online application process and related information will be considered as non-confidential.

They will thus be accessible to the Arkathon selection committee ("Selection Committee") as well as to the Ark's experts, advisors and partners. The Selection Committee and partners are not authorized to share the application documents with third parties without the written consent of the applicants.

Within the framework of the Arkathon program and if selected, the candidate commits to actively participate in the bootcamp (March 24-26, 2021) and to present his or her solution there.

The presentation of the company and its solution can be shared online on the dedicated website of the program. Photos/videos taken during the bootcamp can be freely used by the Ark for communication purposes.

The Ark assumes no responsibility for any confidential information and/or documentation submitted by applicants during the online application process and for any intellectual property rights and/or know-how contained therein.

6 Privacy policy

The Ark's privacy policy for the Program complies with Swiss law and the General Data Protection Regulation (GDPR).

7 Miscellaneous

Any change in these conditions for participation must be duly notified.

If any provision of the conditions of participation becomes null and void, the validity of the other provisions shall not be affected. They shall remain valid and applicable. A provision that is determined to be or becomes invalid or void will be replaced by another appropriate provision that maintains the economic objectives of these terms and conditions of participation.

These terms and conditions of participation are governed by Swiss law.

The place of jurisdiction is Sion (Valais). In the event of a dispute, mediation will be attempted and arbitration will be set up before following legal proceedings. In the case of arbitration, an arbitrator will have to be appointed by both parties.