

# Fall Armyworm Tech Prize

## Terms and Conditions of Participation

The Fall Armyworm Tech Prize is a Feed the Future prize being funded The U.S. Agency for International Development (“USAID”) via DAI Global LLC (“DAI”) and is being implemented by Nesta’s Challenge Prize Centre, through Nesta Enterprises Limited a wholly owned subsidiary company of Nesta (together referred to as “Nesta”) together with Africomcommunications Group Limited.

(You can find full details of the companies in section 6 below)

**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.**

## 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 process your entry and contact you about the prize. Please see section 3 below for how we will use your information. If you do not respond within seven days, or if you subsequently withdraw or are withdrawn from the prize for any reason, we may select another entry in your place, but are not obliged to do so.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, activities 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, [fallarmywormtech.challenges.org](http://fallarmywormtech.challenges.org), so please check regularly to see the current version.

1.9 You will retain the intellectual property rights in your entry to the prize.

## **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 landless groups.
- Your organization identifies and mitigates potential unintended consequences that may cause direct or indirect harm to marginalized groups.
- Your organization will not use or recommend pest interventions known to cause environment harm or health risks without clear communicating risks and precautions.

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 Use of your Personal Information:**

3.1 We are committed to protecting your privacy and we take all reasonable precautions to safeguard personal information you give to us. We will use that information in accordance with all relevant Data Protection Legislation and Regulations.

3.2 If you submit an entry we will ask you for personal information such as your name, email address, and other contact details such as a contact phone number, we use the information provided to process your entry and to contact you about the Prize.

3.3 Please make sure that any personal details you provide are accurate and up to date, and let us know about any changes. If you provide us with information regarding any other individuals, please ensure that you have their consent to do so.

3.4 Nesta currently provides all support and services for its subsidiary companies, therefore, your personal information will be shared between the companies for the purpose of administering this Prize, our legal basis for sharing your information is to pursue the legitimate interests of shared resources and management reporting between the companies.

3.5 Your information will be shared by Nesta, primarily with USAID, DAI and Africomunications, as is necessary to process and fully assess your entry. We may need to share your information with other partners that may work with us on this Prize, and we will inform you of their details should that be the case. Our legal basis for doing this is to pursue our legitimate interest of being able to being able to operate and administer the Prize. These organisations operate outside the European Economic Area (EEA) but we will ensure any transfer is subject to appropriate security measures to safeguard your personal data. For more information about how your data will be used please see <https://www.usaid.gov/privacy-policy>, <https://www.dai.com/privacy-policy>.

3.6 We will share your information with judges that help us assess the applications, subject to appropriate conditions of data security and confidentiality. The details of the judges will be provided to you, as appropriate to the process, and when available.

3.7 If you give us consent to do so, we will also let you know about other Nesta prizes, events and activities, and if you give consent to other partners involved with Nesta in implementing this Prize they may contact you about their own news and events.

3.8 We use third party platforms Submittable to process applications, and Mailchimp to deliver our e-newsletters. Submittable and Mailchimp operate outside the EEA, but do comply with the EU-U.S. Privacy Shield Framework. In using these third party platforms we are pursuing our legitimate interest to use third party technology to achieve greater efficiency within our organisation. Please see their privacy policy for more information. <https://www.submittable.com/privacy> <https://www.iubenda.com/blog/privacy-policy-for-mailchimp-template/>

3.9 We will only keep any personal information for the purpose of operating the Prize and we will securely delete information when it is no longer needed for that purpose. When this Prize process has ended we will retain your information for 6 years beyond the termination of the funding agreement supporting this Prize for the purpose of fulfilling our obligations under that agreement, for our own evaluation and business development purposes, and to provide you with future opportunities to apply for similar Prizes in the future. If you do not wish us to contact you about future opportunities, please let us know by writing to use or emailing us at [information@nesta.org.uk](mailto:information@nesta.org.uk).

3.10 We may keep your information for our own legitimate business interests for statistical analysis purposes, so we can review, develop and improve our business activities, but we will only keep any personal information if it is necessary to do so, and will always put in place appropriate safeguards, including where possible anonymising or minimising the data retained.

3.11 If you want to know what information we hold about you, or want us to delete, restrict or stop using any information, or if you are unhappy with how we are using your information in any way, please email or write to us at [information@nesta.org.uk](mailto:information@nesta.org.uk) or 58 Victoria Embankment London EC4Y 0DS UK.

3.12 If you are unhappy with how any complaint about how we may have used your information has dealt with by us, you have the right to complain to the Information Commissioner at Wycliff House, Water Lane, Wilmslow, Cheshire SK9 5AF or the following link <https://ico.org.uk/concerns> or helpline: 0303 123 1113.

3.13 By submitting an application, you consent to the collection, retention, usage and distribution of your personal information for the purposes outlined in this section 4 and 5 below.

#### **4 Publicity**

4.1 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 events, 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.

4.2 Any public statements which you make in relation to the prize must acknowledge Nesta's Challenge Prize Centre and our partners and be approved by us in advance.

#### **5 Limitation of Liability**

5.1 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.

5.2 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.

#### **6 Company and Partner Details**

##### **The U.S. Agency for International Development**

**DAI Global LLC** a corporation organized and existing under the laws of the State of Delaware, with offices located at 7600 Wisconsin Avenue, Suite 200, Bethesda, MD 20814

**Nesta Enterprises Limited** a company limited by guarantee and registered in England and Wales with company number 08580327

**Nesta**, a company limited by guarantee registered in England and Wales with company number 7706036 and charity number 1144091. Registered as a charity in Scotland number SC042833. Registered office: 58 Victoria Embankment, London, EC4Y 0DS

**Africomunications Group Limited** 292 Surrey Avenue, Randburg 2194, South Africa