

Terms and Conditions

1. This IBM Hyper Protect Accelerator application process is being organized by IBM and will be held in English language & decision of the jury is final.
2. MEDICI has been appointed as an IBM collaborator to organize and provide all logistical support to IBM to successfully manage the program.
3. Eligibility to Apply
 1. Startups less than 5 years old
 2. Less than \$1 million in revenue
 3. Applying startups can be located anywhere globally
 4. Matching email address and website
4. Application Process
 1. By signing this Terms and Conditions (T&C), Startups have consented to share all information requested as part of the application. Specifically, Startups agree to provide all details regarding their product/solution as may be deemed necessary for participation in the program.
 2. By agreeing to be part of the IBM Hyper Protect Accelerator, the startups warrant and represent:
 3. that to the best of their knowledge, their submission is original and does not violate or misappropriate any third-party trade secret, “know-how,” copyright, patent, or any other intellectual property rights; and
 4. that, any member of their Group is not subjected to any current or pending investigation, review or disciplinary procedure by any regulatory authority, professional body, Financial Services Regulator, or any government body/agency, or any other officially appointed inquiry.
 5. Startups warrant and represent that there are no obligations of any nature, legal or otherwise, which would prohibit, restrict, or interfere with their participation or submission of their design report, and agree to obtain any necessary clearances, authorizations and/or approvals prior to application.
 6. Intellectual Property and Ownership
 - a. The Startups agree that no information submitted by them will be treated by IBM & MEDICI as confidential, including without limitation any of the information as mentioned in subsequent paragraphs.
 - b. Information submitted by the Startups may be considered proprietary, such as intellectual property including without limitation, copyrights, trademarks, patents, inventions, innovation, and/or novel ideas. However, by applying for FDI, all
 - c. Startups expressly waive their right to keep any and all shared information confidential, including but not limited to proprietary information.
 7. Each Startup hereby grants IBM & MEDICI and their affiliates a non-exclusive, worldwide, perpetual, and royalty-free right and license to publish their project reports, designs, and other information submitted, or any portion or modification thereof, related to products, technical, or marketing publications, advertisements or promotional activities, including without limitation IBM or third party technical articles, data sheets, application notes, reference designs or internet publications.
 8. IBM & MEDICI reserves the right to publish the designs without attribution.
 9. IBM & MEDICI does not obtain any other ownership, rights or licenses in any of Startup’s intellectual property or confidential information.

DATA PROTECTION, CONSENT TO THE USE OF PERSONAL DATA

1. Personal data (as hereinafter defined) provided by the Startups will be used by IBM and MEDICI as well as by vendors or service providers (for e.g. website hosting services) engaged by IBM as vendors for the purpose of organizing IBM Hyper Protect Accelerator.
2. Every Startup who submits his or her data for the purpose of participating shall be deemed to have given express consent for the processing, use, retention or disclosure of such Personal Data for the purposes set out above.
3. No Licenses under any Technology, trade secrets, Know How or any copyrights, patents, trademarks, or other IP rights of IBM & MEDICI, their affiliates or any Third Party are granted to the startups under the IP content.
4. By entering, each Startup agrees to release IBM & MEDICI and its affiliates from and against any losses, damages, rights, claims and actions of any kind arising from:
 1. an exclusion or disqualification of such Startup pursuant to these Rules;
 2. late, lost, misdirected, or unsuccessful efforts to notify winners of any prize;
 3. forfeiture of a prize and the selection of an alternate winner;
 4. late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries;
 5. telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures or difficulties of any kind;
 6. failed, incomplete, garbled or delayed computer transmissions;
 7. any condition caused by events beyond IBM's control that may cause the FDI to be disrupted or corrupted; and
 8. any injuries, losses or damages of any kind relating to participation in this FDI.

Term/Termination

1. IBM reserves the right to cancel, terminate, modify or (temporarily) suspend this Contest where required by law or if there is an impediment to the performance of this contract due to a breach by any of the IBM's contractual partners, a delay in funding, a force majeure event, it becomes technically corrupted, and/or if for any reason the Internet portion of the Contest is not capable of running as planned, including as a result of a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond MEDICI or IBM's control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this FDI.
2. IBM & MEDICI further reserve the right, in its sole discretion, to disqualify anyone found to have manipulated the Contest or its operation.
3. In addition, IBM & MEDICI at its sole discretion may disqualify any Startup at any stage of the FDI without being required to specify any reasons in that regard.

This Agreement and all terms herein shall be governed by and construed in accordance with the laws of New York State and the competent courts in New York alone shall have the exclusive jurisdiction to try any action or proceedings arising out of or in connection with this Agreement.