

# Terms & Conditions

## The Female Founders Competition by Fiverr

### Official Contest Rules

#### 1. THE PROMOTERS

The Promoters are: Fiverr International Ltd. of 8 Eliezer Kaplan Street, Tel Aviv, 6473409 Israel (“**Fiverr**”), in collaboration with Virgin Start Up Limited of 66 Porchester Road, London, UK with company number 03390330 (“**VSU**”). These Official Contest Rules govern your entry to participate in the Female Founders Competition (“**Contest**”).

#### 2. PARTICIPATION

2.1 The Contest opens for entries from eligible entrants (see clause 3 below) on 7 September 2023 at 00:01 GMT and closes for entries on 26 September 2023 at 23:59 pm GMT (the “**Submission Period**”). Any entries received outside of the Submission Period will be invalid.

2.2 The Contest involves two stages:

- Stage 1: initial entry submissions (online and via video), and
- Stage 2: the Final Event (as defined below), however please note stage 2 is applicable only to four successful Finalists from stage 1 only.

2.3 Participation in the Contest is free of charge. To enter the Contest:

- For stage 1: you must fill out all required fields in the [submission form](#). Submission forms may only be accepted in the English language and must be submitted within the Submission Period.
- For stage 2: the Finalists will be required to present their business to the Judges and a live audience at the Final Event on 21 November 2023 in London.

The stage 1 Finalists and the ultimate winner will be selected in accordance with clause 4 below.

2.4 By participating in the Contest, you accept and agree to (i) be bound and abide by these Official Contest Rules and the reasonable decisions of the Judges, which are final and binding in all matters; and (ii) receive any emails the Promoters may send related to the Contest. In addition, you are

warranting that the information provided in the submission form is accurate and complete. Please read these Official Contest Rules carefully. If you do not agree to all the terms and conditions, please do not enter the Contest.

2.5 Promoters are not responsible for late, incomplete, misdirected or delayed entries, including entries not timely received due to internet failures or disruptions, or ISP problems. Incomplete information, regardless of cause, may result in disqualification of an entry.

2.6 Promoters reserve the right to exclude a participant who violates these Official Contest Rules, tampers with the Contest or makes false statements or statements that violate applicable law or the rights of third parties or go against the spirit of the Contest. If an entrant is disqualified, prizes and benefits may be revoked and subsequently claimed. In this case, a new winner will be selected.

### **3. ELIGIBILITY**

3.1 The Contest is open to UK residents, aged 18 years or over, meeting the following criteria: (i) a female founder or cofounder, (ii) a Fiverr account holder, (iii) available to travel at their own expense to London and participate in-person in the final event at the Samsung KX space in King's Cross on 21 November 2023 (the "**Final Event**").

3.2 The Contest is **not** open to:

- (a) employees or contractors of Fiverr or VSU or their respective holding or subsidiary companies;
- (b) employees of agents or suppliers of Fiverr or VSU or their respective holding or subsidiary companies, who are professionally connected with the contest or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.

3.3 In entering the Contest, you confirm that you are eligible to do so and eligible to claim any prize you may be awarded. The Promoters may require you to provide proof that you are eligible to enter the Contest.

3.4 The Promoters will not accept entries that:

- a. use a false name or e-mail address;
- b. are automatically generated by a computer or software;
- c. are generated by any Artificial Intelligence tool;
- d. are completed by third parties or in bulk;
- e. are illegible, have been altered, reconstructed, forged or tampered with; or
- f. are incomplete.

3.5 There is a limit of one submission per participant. Entries on behalf of another person will not be accepted.

3.6 Fiverr reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Contest, including if any participant is found to be abusing or tampering with the operation of the Contest.

3.7 By submitting a submission form, you undertake that any content delivered to Fiverr in the scope of the Contest may not: (a) contain any material that is defamatory, obscene, profane, or offensive; (b) contain any material that is of unsuitable artistic and technical quality; (c) contain any false, unsubstantiated or unwarranted claims for any product or services; (d) contain any false or misleading statement or representation; (e) advertise any habit-forming drug, tobacco product, weapon, firearm or ammunition; (f) violate the rights of any person, entity, firm or corporation, including intellectual property rights and any copyright; (g) disparage or libel any competitor's products, or; (h) depict the consumption of alcoholic beverages in violation of applicable law.

#### **4. SELECTION OF WINNERS**

4.1 The Contest winner will be chosen as follows:

- a. First, each submission form will be reviewed by a panel of judges appointed by the Promoters at their sole discretion, including a judge independent from the Promoters (the "**Judges**"). The Judges will choose the four top applicants, considering their ability to effectively showcase business potential and the quality of their video pitches (the "**Finalists**"). In judging this ability, the Judges will consider (i) the type of business and its uniqueness, (ii) the impact and purpose of the business, and (iii) the business's brand.
- b. Second, each of the four Finalists will have the opportunity to be paired with a VSU mentor on the run up to the Final Event and given £1,750 worth of Fiverr credits ("**Finalists' Fiverr Credits**") to develop their businesses by using services from the Fiverr Platform with those credits. The Finalists' Fiverr Credits will be granted to the Finalists on the condition that the £1,750 Fiverr Credits are used (i) before the Final Event, and (ii) to best progress the Finalist's business.
- c. Third, on 21 November 2023, each Finalist will be requested to present her business in-person at the Final Event. The Judges will evaluate each Finalist's presentation and determine the winner based on business potential (assessed on the criteria set out in (a) above), an

assessment of how the Finalists' have used the £1,750 worth of Fiverr Credits to progress their business, and any live audience feedback.

4.2 The Promoters will elect the Judges at their sole discretion, and the decision of such Judges is final and no correspondence or discussion will be entered into.

4.3 The Promoters reserve the right to add judging rounds for selecting the Contest's winner, at their sole discretion.

4.4 If you are a Finalist or Winner, we may also contact you (by email or otherwise) to ask you to participate in promotional activities including, but not limited to, website articles, internal communications and social media posts.

## 5. THE PRIZE

5.1 Fiverr Credits, which are subject to Fiverr's [Terms of Service](#), will be granted to the Finalists and the Winner as follows:

5.1.1 Each Finalist will be granted with £1,750 worth of Fiverr Credits. The Finalists' Fiverr Credits are granted on the conditions set out in clause 4.1(b) above.

5.1.2 The Winner will be granted with an additional £15,000 worth of Fiverr Credits, subject to Fiverr's decision (£16,750 for the Winner in total) ("**Winner's Credits**").

5.2 The prize is as stated, must be accepted as awarded, and is not negotiable or transferable, or refundable. Prizes may not be exchanged for cash value.

5.3 All taxes, duties, fees or other expenses associated with the prizes are the sole responsibility of the Finalists and Winner.

"**Fiverr Credits**" are credits that can be used only for orders on the Fiverr's website: Fiverr.com. For more information about Fiverr Credits see Fiverr's [Terms of Service](#).

5.4 In addition to the Winner's Credits mentioned above, the Winner will receive free admission to one of VSU's Scale-Up Programmes and 16 hours of mentorship through VSU, (together with the Winner's Credits, the "Winner's Prize").

## 6. CLAIMING AND DELIVERING THE PRIZE

6.1 The Finalists and Winners will be announced via email. Applicants who do not become winners, will not receive any notice stating so.

6.2 If you are selected as a Finalist, then a confirmation email, attaching the affidavit referred to at clause 6.6, will be sent to your email address within 14 days of the end of the Submission Period (the **“Finalists Announcement”**). If Fiverr is unable to contact the Finalists by the Finalists Announcement, Finalists do not accept return the affidavit in accordance with clause 6.6, Fiverr is unable to verify the Finalist’s eligibility to win the Fiverr Credits, the Finalists are found not in compliance with these Official Contest Rules, and/or the Finalists are not eligible to win the Fiverr Credits, Fiverr reserves the right to award the Finalist position and Finalists’ Fiverr Credits to an alternative finalist in accordance with these Official Contest Rules and the Fiverr Credits will be forfeited by the applicant previously contacted.

6.3 The Finalists will be granted with the Fiverr Credits within 5 days from receipt of the Finalists’ Fiverr.com usernames. The Finalists will have until the Final Event to utilise the Fiverr Credits to develop their business.

6.4 If you are selected as the Winner, then a confirmation email will be sent to your email address within 10 days of the end of the Samsung KX Event. If Fiverr is unable to contact the Winner by this date, Fiverr is unable to verify the Winner’s eligibility to win the Winner’s Prize, the Winner is not in compliance with these Official Contest Rules, and/or the Winner is not eligible to win the Winner’s Prize, Fiverr reserves the right to award the Winner’s Prize to an alternative Finalist and the Winner’s Prize will be forfeited by the original winner.

6.5 Fiverr shall credit the Winner’s Fiverr account with the Winner’s Credits within 30 days of the Winner accepting the Winner’s Prize.

6.6 To receive a prize, each Finalist/Winner agrees to complete, sign and return an affidavit of eligibility and liability/publicity release.

6.7 In the event of prize forfeiture, the Judges may select an alternative winner among the eligible applicants, based on the same selection criteria.

6.8 The prize may not be claimed by a third party on the Finalist’s and/or Winner’s behalf.

6.9 The Promoters do not accept any responsibility if the Finalist’s and/or the Winner fails to take up the prize.

## **7. LIMITATION OF LIABILITY**

7.1 Insofar as is permitted by law, the Promoters, and all their respective officers, directors, employees, representatives, and agents, will not in any circumstances be responsible or liable to compensate any

applicant (including any Finalist and/or Winner) or accept any liability for any loss or, damage, occurring as a result of the acceptance, possession, use or misuse of the prize or participation in this Contest, except where it is caused by the negligence of the Promoters or a breach of these Official Contest Rules. Your statutory rights are not affected.

7.2 The Promoters will not be liable for any failure to comply with these Official Contest Rules as a consequence of events beyond its reasonable control.

APPLICANTS ACKNOWLEDGE AND AGREE THAT FIVERR HAS NO RESPONSIBILITY NOR LIABILITY WITH RESPECT TO ANY ACT OF VSU, INCLUDING, BUT NOT LIMITED TO, ANY PRIZE VSU MAY OFFER IN CONNECTION WITH THE CONTEST, AND FIVERR SHOULD NOT BE HELD ACCOUNTABLE FOR ANY OF VSU'S ACTS OR OFFERINGS.

APPLICANTS ACKNOWLEDGE AND AGREE THAT VSU HAS NO RESPONSIBILITY NOR LIABILITY WITH RESPECT TO ANY ACT OF FIVERR, INCLUDING, BUT NOT LIMITED TO, ANY PRIZE FIVERR MAY OFFER IN CONNECTION WITH THE CONTEST, AND VSU SHOULD NOT BE HELD ACCOUNTABLE FOR ANY OF FIVERR'S ACTS OR OFFERINGS.

7.3 Insofar as is permitted by law, each applicant hereby remises, releases and forever discharges the Promoters and their respective officers, directors, employees and representatives from any and all liabilities arising or relating to the contest, and hereby indemnifies and holds harmless the Promoters from and against all claims, liabilities, damages or losses of any kind. Both the foregoing release and indemnity include injury, death and property loss, arising from or in connection with: (i) acceptance, possession, use or misuse of any prize; (ii) participation in the contest or any related activity, as well as claims based in whole or in part, directly or indirectly, upon receipt, enjoyment, ownership, possession, use, misuse or inability to use any prize; (iii) whether under contract, tort (including negligence), warranty or any other applicable sources of law; (iv) any condition caused by events beyond the Promoters' control that may cause the contest to be disrupted or corrupted; and (v) any printing or typographical errors in any materials associated with the contest.

7.4 You should be aware that the Promoters are not authorised by the Financial Conduct Authority and therefore are not permitted to carry out any "regulated activities" as defined in the Financial Services and Markets Act 2000 ("**FSMA**"), unless relying on an available exemption.

## **8. OWNERSHIP, PUBLICITY AND INTELLECTUAL PROPERTY RIGHTS**

8.1 The rights in this clause 8.1 are subject to express consent from the Finalists and Winners. The Promoters may make video(s) content for the Finalists and Winner that showcases their experience within the Contest, including content from the Final Event. All rights in and to the video(s) will belong

to the Promoters. The Promoters may make the video(s) available on their respective websites and social media pages, and in any other media, whether now known or invented in the future, in connection with any publicity relating to the Contest. You agree to grant the Promoters a non-exclusive, perpetual, worldwide, unlimited, irrevocable license, of any intellectual property rights in the video(s), including any content uploaded by you in the entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-license the entry and/or video(s) for such purposes.

## **9. SUCCESSFUL GRANTEE'S FUTURE PARTICIPATION IN FIVERR'S MARKETING ACTIVITIES**

9.1 Subject to express consent from the Finalists and Winner, Finalists and the Winner may grant to the Promoters, where permitted by law, the right to use and publish (worldwide, via the Internet and otherwise) his/her name, city and state of residence, portrait, image, picture, voice and likeness for promotional purposes without payment or consideration.

9.2 You agree that if you are selected as a Finalist or Winner, you will agree to any reasonable requests the Promoters may make that you provide comments about the Promoters to the press without further compensation, in connection with publicity related to the Contest.

## **10. DATA PROTECTION**

10.1 The Promoters will only process any personal information you provide as set out in Fiverr's [Privacy Policy](#) and VSU's [Privacy Policy](#).

10.2 Applying to the Contest may involve personal data being transferred to Fiverr outside of the UK and the EEA, and any such transfers will be handled in accordance with Fiverr's [Privacy Policy](#).

10.3 The Promoters will process any personal data you provide to them, including in the submission form for the purposes of running, judging, and administering the Contest, prizes (where applicable) and the Final Event. Applicants videos that will be submitted as part of the submission process will be held by Fiverr and made available to, and accessed by, VSU and an independent judge. The videos will not be shared with any other third parties and will be deleted no later than one month after the Final Event.

10.4 If you are one of a Finalist or a Winner, for the purposes of reasonable promotion and marketing of Fiverr relating to this Contest, and for the purposes of promoting your photography, both of which are necessary for the purposes of legitimate interests pursued by Fiverr.

10.5 The Promoters may be required by promotional marketing rules to publish or make available information that indicates that a valid award took place – for example, the surname and county of residence of the Finalists and Winner and if applicable, their winning entry. The Winner has the right to object to all or part of this information being published or made available at or before the time of entering the Contest, and can also inform us of their objection in writing after they have entered. In such circumstances, entrants acknowledge that the Promoters are nevertheless still required by promotional marketing rules to provide the information and winning entry to the Advertising Standards Authority (in the UK) or equivalent regulator on request.

## **11. GENERAL**

11.1 If there is any reason to believe that there has been a breach of these Official Contest Rules, the Promoters may, at their sole discretion, reserve the right to exclude you from participating in the Contest.

11.2 The Promoters reserve the right to hold void, suspend, cancel, or amend the Contest and/or change these Official Contest Rules and/or extend or change any deadline periods, without notice nor obligation to justify their decision and will not be held responsible for these actions.

11.3 By submitting an entry for this Contest, you are agreeing to be bound by these Official Contest Rules.

11.4 These Official Contest Rules and the Contest, and any dispute or claim arising out of or in connection with them, shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.