

# General Terms and Conditions (GTC) for Prototype Sponsorship (July 2024)



THE DARIU FOUNDATION  
we love coding

- 1. Scope of application**
  - 1.1 Stiftung Dariu, c/o Ringier AG, Bruehlstrasse 5, CH-4800 Zofingen, Switzerland (the Dariu Foundation, "**TDF**") is a tax exempted charitable foundation established in Switzerland. TDF has launched its new website "thedariucollection.org" ("**Website**") which features a collection of prototypes developed by students participating in charitable initiatives that are partially or fully funded by TDF. The Website presents an opportunity for individuals and organizations ("**Sponsors**") to sponsor prototypes featured on the Website.
  - 1.2 Sponsors of a prototype will have the opportunity to lend their support to TDF, whereby it is understood that the copyright and intellectual property rights pertaining to the prototypes shall remain vested with the developers thereof. TDF is authorized and commissioned to market the prototypes of the respective developers.
  - 1.3 These General Terms and Conditions ("**GTC**") regulate the rights and obligations of a Sponsor in connection with the sponsoring of one or more specific prototypes.
- 2. Prototype sponsorship**
  - 2.1 Sponsor agrees to sponsor the original prototype agreed upon by TDF ("**Prototype**") by paying a one-off sponsorship amount of CHF 25'000.00 (excl. VAT, if any), or as otherwise agreed in writing (email being sufficient) between the Parties ("**Sponsorship Amount**") to TDF within 30 days of issuance of the respective invoice by TDF (bank transfer charges to be borne by Sponsor).
  - 2.2 Sponsor is aware that TDF retains ownership of the original Prototype and that it will remain in TDF's possession. Sponsor is aware and agrees that TDF may use the original Prototype for any purpose, including for exhibition purposes.
  - 2.3 Sponsor acknowledges and agrees that the Sponsorship Amount cannot be reclaimed, i.e. that TDF (or the developer) shall under no circumstances be obligated to refund any portion of the Sponsorship Amount.
  - 2.4 The Sponsorship Amount will be fully and exclusively used as core funding for TDF's charitable activities (e.g. development of further prototypes, support programs for developers, etc.).
- 3. Right to a copy of the Prototype**
  - 3.1 Subject to the payment of the Sponsorship Amount, Sponsor is entitled to receive, upon its request, one (1) free copy of the Prototype ("**Copy**"). Sponsor is aware that the production of the Copy may take up some time. The right to a Copy is not exclusive to the Sponsor.
  - 3.2 Neither TDF nor developer make any warranties, express or implied, regarding the Prototype or the Copy. No guarantee is given that the Copy will be identical in all respects to the original Prototype. Sponsor acknowledges and accepts that the Copy provided is based on the original Prototype but may exhibit variations in appearance or functionality.
  - 3.3 The Copy is for personal use only. Any further intended use (incl. commercial use) requires TDF's prior written approval.
  - 3.4 The Copy will be delivered by post to Sponsor to the address indicated by Sponsor. The transport costs and any customs duties are to be borne by Sponsor.
  - 3.5 Sponsor shall bear the full risk of accidental loss or accidental damage to the Copy during transport and until delivery at the agreed destination. In the event of accidental loss or accidental damage during transport, Sponsor shall not be entitled to make any claims for damages or other claims against TDF. It is the Sponsor's responsibility to obtain adequate transport insurance to protect its own interests.
- 4. Acknowledgment of sponsorship**
  - 4.1 TDF agrees to acknowledge Sponsor's sponsorship of the Prototype by mentioning Sponsor's name on the Website for as long as the Website is active, but for a maximum of five years.
  - 4.2 Notwithstanding the foregoing, TDF reserves the right to remove the Sponsor's name and any associated acknowledgements from the Website and promotional materials at any time due to significant reasons, such as (potential) damage to TDF's image or reputation, Sponsor's breach of any of its contractual obligations or for similar reasons.
  - 4.3 TDF agrees to provide Sponsor with an electronic certification acknowledging Sponsor's sponsorship of the Prototype (subject to receipt of the Sponsorship Amount by TDF).
  - 4.4 Sponsor acknowledges that tax deductions may apply to the sponsorship of the Prototype, and it is the Sponsor's responsibility to seek appropriate advice regarding such tax implications. No representation or warranty is given as to the Sponsor's ability to effectively claim any such deductions.
- 5. Intellectual property rights**

Developer retains all intellectual property rights to the original Prototype as well as to any Copy provided to Sponsor.
- 6. No warranty, limitation of liability**
  - 6.1 TDF and the developer make no warranties, express or implied, regarding the Prototype as well as the Copy, including but not limited to their fitness for a particular purpose, merchantability, or non-infringement of third-party rights.
  - 6.2 Each Party shall be liable to the other Party for damages caused intentionally or by gross negligence in connection with the fulfilment of these GTC. Liability for indirect damage such as loss of profit or other consequential damage is expressly excluded.
- 7. Sponsor's undertakings**
  - 7.1 Sponsor undertakes not to:
    - a) duplicate, reproduce or reverse engineer the Prototype or the Copy;
    - b) disclose any confidential information obtained by TDF or the developer in connection with the present sponsorship to any third party;
    - c) engage in any activities that may harm the reputation or integrity of TDF, the developer, or the Prototype/Copy;
    - d) use the Copy for any purpose other than that explicitly permitted under these GTC.
  - 7.2 Sponsor acknowledges that any breach of these restrictions may be subject to legal remedies by TDF (or the developer).
- 8. Final provisions**
  - 8.1 Modifications or amendments to the agreement between the Parties as well as all notifications and declarations thereof must be made in writing in order to be valid. In addition to the handwritten signature, the sending of the signed declaration as a PDF attachment to an e-mail or the insertion of a scanned signature as well as a signature by means of a simple electronic signature (e.g. by means of Skribble, Adobe Sign, DocuSign) shall be recognized as written form. The same applies to any waiver of this written form requirement.
  - 8.2 Should any provision of these GTC be held by a court of competent jurisdiction / (arbitral) tribunal to be illegal, invalid or unenforceable, such provision may be modified by such court / tribunal in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of these GTC shall remain in full force and effect and shall be construed in accordance with the modified provision.
  - 8.3 These GTC and the contractual relationship between the Parties shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to any choice of law or conflict of law provisions.
  - 8.4 Any dispute, controversy or claim arising out of, or in relation to, these GTC and the contractual relationship between the Parties, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date on which Notice of Arbitration is submitted in accordance with such rules. The number of arbitrators shall be one. The seat of arbitration shall be Zurich, Switzerland. The proceedings shall be conducted, and any award shall be rendered, in English.