

## CROP VALUE ADDITION COMPETITION

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| Reference | : B2CCIXCS45     |
| Address   | : Nairobi, Kenya |
| Status    | : Approved       |

### CROP VALUE ADDITION COMPETITION.

#### Introduction

Crop value addition can be described as the process that transforms a raw agricultural produce into something new through processing, cooling, drying, extracting, packaging, and other processes that change a product from its original raw form to a more useful product. Raw farm crops go through value addition by a change in the physical state or form of the harvested crop, the extraction of a product from the raw crop where the extracted product is more valuable than the raw crop, the physical segregation of a crop in a manner that results in the enhancement of the value of that crop. Value added crops earn the farmer and processor a higher price. This is especially important in present times when farmers are earning less and less from their produce. By adding value to their crops farmers and processors distinguish themselves from competitions and help them to think more about their customers. The difference in price between the raw crop and the processed product is profit for the farmer and processor and the profit enables the farmers to survive periods of low or high production. Farmers put a lot of effort in their crops or livestock, they tend to get the most out of it when it comes to the market and its only through value addition that this trend can be reversed. Most foods have been sold fresh and any leftovers eaten, given to livestock or thrown away. Crop value addition will give farmers more income and help in maintaining rural economies.

#### Purpose of the Competition

The purpose of the crop value addition competition is four fold. The first is to invigorate the extensive and well trained and active agricultural community. Kenya to-day has a very large number of well educated and experienced professionals. These professionals are a very large pool of great talent. The first purpose is that the competition aims to put these people to work. The second purpose is to direct this talent to an area of great potential in social and economic well being. The competition will challenge agricultural experts to look at crop value addition, study it and understand it. They will study social trends, business practices, and the economy to see how crop value addition can improve people's social and economic well-being. By directing their attention on crop value addition they will eventually put themselves at a very vantage point in a technology that will be necessary in the future to maintain rural economies. Expertise in crop value addition will be a boom for the individuals and for the country. The third purpose of the competition is to arouse awareness to various stakeholders like regulatory agencies, business people and the public at large on the benefits of crop value addition. Increased awareness will lead to the creation of an appropriate environment for the adoption of the technology. It will also lead to early widespread adoption of the technology to the benefit of businesses and society at large.

#### Competition Description

## Crop value addition competition description:

1. Select a crop
2. Process it to get a new food or other product.
3. Value added will be based on the difference between the value of the raw crop and the value of the processed food or product.

## Possible values:

- i. New food new value. If a new food is created what is the value of the new food.
  - ii. Ease of processing. By processing the crop in a cheaper way, the reduction in processing cost is the added value.
  - iii. New non food product. The value of the new non food product is the added value.
  - iv. A competition can demonstrate added value in all three categories above and the total added value in the three categories will be the competitions score.
4. The competition with the highest added value wins the competition.

## CROP VALUE ADDITION COMPETITION TERMS AND CONDITIONS

### Overview

1. The Competition is conducted by Inovatology Partners Limited, the promoter. The promoter's registered office is P.O. Box 57225, 00200, City Square, Nairobi. Any rights of the Promoter are extended to its affiliates.
2. The Competition seeks to identify and reward an innovative and outstanding contribution to the food industry by eligible competitions.
3. Registration by competitors and Institutions for the Competition is free of charge and must be in accordance with the competition terms. By registering, competitions and institutions agree to be bound by the competition terms. Any registration or entry that is not in accordance with the Competition Terms will not be valid and will not be considered.
4. In this agreement, unless the context otherwise requires, 'Intellectual Property Rights' means all intellectual property rights, registered or unregistered, including the following rights:
  - a) patents, copyright, registered designs, trademarks, know-how, inventions and the right to have confidential information kept confidential; and

b) any application or right to apply for registration of any of the rights referred to in paragraph

## COMPETITOR OBLIGATIONS

5. To participate in the competition, competitors must register and submit an entry for the competition. Entries must be in accordance with the competition terms and conditions.

6. Entries must not include inappropriate language or material, gratuitous violence, sexual references or statements or material that, in the promoter's opinion, promote hatred towards an individual, race, or community or which are offensive, illegal, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise unlawful.

7. By submitting an entry, each competitor warrants that:

a) all details provided with the competition's entry are true and accurate;

b) the competition's entry, and the innovation submitted as part of that entry, is wholly comprised of original work, created and owned by the competition, and has not previously been communicated to the public;

c) the Inspiration includes all ideas and materials that inspired the innovation;

d) the Competitor's entry does not contain commercial words, art, photographs or images;

e) the Competitor's entry does not contain any identifiable existing product or existing product logo;

f) the Competitor has all necessary rights and licenses to grant the rights set out in these Competition Terms;

g) the exercise of the rights granted to the promoter in these competition terms will not infringe the rights of any third parties; and

h) the competitor will indemnify the promoter against any loss of damage resulting from any breach of these warranties.

8. In the event of any non-compliance with any clause, the promoter may, in its discretion, determine that the competitor's entry is not valid and is excluded from the competition. The promoter reserves its rights to seek damages and enforce the indemnity provided in those clauses.

## EVALUATION

The winning competition will be chosen based on the following scores

1. Originality and creativity of idea 20%
2. Clarity in describing how crop value addition can be used in the stated usecase 5%
3. Potential to develop the solution offered to a practical service to society 25%
- 4.

The impact of the proposed use of crop value addition technology in the case stated when implemented. The impact will be based on social and economic parameters. 25%

5. The description of the technical details to implement the stated solution which will show the competitors understanding of crop value addition technology and how to deploy it in the stated usecase. 25%

## COMPETITION FINALISTS, FIRST PRIZE WINNER,

10. Finalists will be determined by a competition judging panel consisting of representatives of the Promoter and experts in food, agricultural and commerce.

11. The Finalists must execute a copy of these competition terms to be eligible to receive the prizes.

13. The finalists will be invited to attend the final 'Judging Event' in person, being the final event where they will present their entry to the judges held at a location to be advised by the promoter. Travel and accommodation expenses will be the sole responsibility of each of the finalists.

14. During judging:

a) the judging panel shall determine the winners by applying the criteria in evaluation of the competition terms summary and selecting the entries which, in the opinion of the panel, best meet those criteria;

b) the judging panel may choose more than three (3) finalists or more than three (3) prize winners at their sole discretion

d) If a judging panel is unable to make a unanimous decision, they will decide winners by a simple majority vote of the members of the panel.

17. The prize values and description are correct at time of printing, but no responsibility is accepted for any variation in the value or the nature of any Prize. Prizes supplied by a third party are subject to availability. In the event that any prize is unavailable for whatever reason, the promoter reserves the right to substitute any prize for another prize.

18. If a winner has not been in contact with the promoter to claim its prize within 30 days of a notification telephone call or email, the promoter reserves the right to offer the prize to the next eligible entrant selected by the relevant judging panel. The promoter does not accept any responsibility if a winner is not able (or otherwise fails) to take up the prize. In that event, the new winner will be selected in accordance with the competition terms.

19. Prizes are not transferable or exchangeable, and non-monetary components cannot be taken as a monetary payment.

20. Upon the three winners:

a) the promoter will have 60 days to negotiate with the winners on the purchase of the Intellectual Property Rights in the three prizes;

b) If the Promoter and any of the winners are unable to reach agreement on the purchase of the Intellectual Property Rights within the relevant periods specified above, the winners will maintain their ownership of their Intellectual Property Rights in their innovations.

21. During the negotiation periods set out in clause 20, the winners must not consider or negotiate any offers from third parties to purchase the intellectual property in the innovation.

## LIMITATION OF LIABILITY

24. To the full extent permitted by law, the promoter, its affiliates, representatives, agents or distributors will not in any circumstances be responsible or liable to compensate competitors or institutions, or accept any liability for:

- a) any incorrect or inaccurate information;
- b) any technical error that may occur in the course of the administration of this competition;
- c) any error, omission, interruption, deletion, defect, loss or delay of any entry or otherwise in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of a competitor's entry or the running of the competition; or
- d) any injury, damages, expenses, cost, liability or loss whatsoever (whether direct, indirect or consequential) to competitors or institutions or their respective property as a result of any person entering into the competition or accepting or using any prize, including without limitation to non-receipt or damage to any prize.

25. These competition terms do not exclude any rights that cannot be excluded (for example, any such rights under applicable consumer protection legislation), to the extent permitted by law.

## DATA PROTECTION AND PRIVACY

26. The promoter collects, holds and processes personal information about competitors and institutions to include competitors and institutions in the competition, administer the competition, to award prizes (where applicable). If the personal information requested is not provided, a Competitor or institution will be ineligible to participate.

27. Competitors agree that the promoter may, in the event the competitor becomes a finalist or winner, publish or cause to be published their personal information, name, photograph or likeness and locality in any media globally, without compensation. Winners must participate in publicity calls and marketing as requested by the promoter during the competition and up to 18 months after selection of the winners. Competitors and institutions accept personal information provided to the promoter in accordance with these competition terms will be held and used according to the promoter's privacy policy.

28. Competitors may submit only one entry.

29. The promoter reserves the right to amend these terms at its sole discretion, by posting updated terms at [inovatology.com](http://inovatology.com). By continuing to participate in the competition, or accepting any prize, competitors and institutions are deemed to accept the amended terms.

30. Each competitor must keep their entry, and their innovation, confidential, and not disclose any information about their entry or their Innovation to any third party, except as required by law or permitted by the promoter or these competition terms. This confidentiality obligation continues until the date that the winners are announced by the promoter, and does not apply to any information in the public domain (other than if due to a breach of these competition terms).

31. The promoter may at its own discretion refuse competitors and institutions entry to the competition or to award any prize if competitors or institutions fail to comply with these terms, the law, or if, in the promoter's opinion, a competitor or institution's involvement with the competition may cause adverse publicity to the promoter.

32. Competitors retain ownership of any Intellectual Property Rights in their entries and innovations subject to these terms. Competitors will grant the promoter and its affiliated companies or nominees a worldwide, perpetual, irrevocable, sub-licensable, royalty free license to use the Intellectual Property Rights in competitors entries (and any component of entries) for the purposes of the competition and any promotional and marketing purposes without notice and without any fee being paid, including (without limitation) to use, display, publish, transmit, copy, edit, alter, store, communicate to the public, re-format and sub-license entries.

33. Competitors and institutions acknowledge that the promoter and its affiliated companies may exercise the global, non-exclusive right to communicate competitors entries in whole or in part to the public on any media platform.

34. Competitors and institutions acknowledge that the promoter and its affiliated companies may allow other persons to view, reproduce, download and otherwise deal in the copyright works attached to and embodied in entries.

35. Upon entry, competitors and institutions waive their Moral Rights (described below) and any other similar rights in the entries and innovations and consent to any act or omission that would otherwise infringe moral or similar rights. In these terms, Moral Rights includes:

a) a right of attribution of authorship;

b) a right not to have authorship falsely attributed;

c) a right of integrity of authorship; and

d) any right of a similar nature which is conferred by statute and which exists or comes to exist anywhere in the world.

36. If for any reason the conduct or operation of the competition is not capable of proceeding as planned, is interfered with, or disrupted in any way, the promoter reserves the right to cancel, terminate, suspend, modify or recommence the competition. The promoter may amend these terms at its discretion. The latest version of the terms will be available at [www.inovatology.com](http://www.inovatology.com).

37. All decisions made by the promoter regarding the competition are final and the promoter will not enter into any correspondence with competitors and institutions on any decision.

38. If any provision of these terms is held to be illegal, invalid, void or otherwise unenforceable, it will be severed from the remaining provisions, which will continue in full force and effect.

39 These Terms shall be governed by the laws of Kenya and Competitions and Institutions submit to the non-exclusive jurisdiction of the courts of Kenya.

## Prizes

### The First Winners:

The winners will be awarded prizes to be advised later.

In the case where a winner is sponsored by an institution, in addition to the winner's individual prize, the winner's institution will also be awarded a prize to be decided later

General terms for the winners:

The winners will also be presented with commercial opportunities on visibility on a global stage via Inovatology Partners Limited Company channels.

## Intellectual Property

The participants are free to publish their submission and any related ideas in scientific journals, conferences or on online platforms. Those publications shall be made only after the submission period concludes. The participants will provide to the promoter if reasonably possible a copy of any publication (e.g. journal, conference etc.) that directly relates to the ideas generated in the competition. In addition, and on a non-exclusive basis, the participants agree to provide the promoter and its affiliates, legal representatives, assigns, agents and licensees a non-exclusive, perpetual, world-wide, royalty free license to all rights, title and interest in the submission, including all intellectual property rights in, and embodied by, the submission (including, without limitation, all patent rights, design rights, trademarks and copyright), for the duration of protection afforded by the relevant intellectual property rights, including the right of representation and reproduction and the right of performance, with respect to the competition, as well as in all materials arising out of the participants' participation in the competition in any media and format throughout the world, without further compensation. Such license shall be transferable and shall include the right to sub-license. It is the sole responsibility of the participants to ensure that they are entitled to license all rights, title and interest in the submission, including all intellectual property rights in, and embodied by, the submission. At the request of the promoter, the participants and/or their academic mentors shall provide written confirmation of the ownership of any rights, title and interest in the submission, including all intellectual property rights in, and embodied by, the submission. The participants agree to allow the promoter to use, represent, reproduce, etc. their name, photographing and recording of their images and words on any kind of medium and format for any kind of internal and external communications by the promoter throughout the world and without any additional remuneration. The Participants also agree that this authorization remains in force unless they terminate it by notifying the promoter by email to [inovate@inovatology.com](mailto:inovate@inovatology.com) their withdrawal of their consent. Prior to any use of the promoter's name, logo, images or any other similar promoter material in any publication, permission must have been granted in writing. In such a case the promoter undertakes to cooperate to allow the timely submission, examination, publication of any dissertation or thesis for a degree, which includes such material. If such a request is made and if within two months no response has been provided, such permission will be considered as having been withheld. The Participants shall unless expressly authorized in writing by the relevant party, not disclose any confidential information or documentation to third parties and shall only use such confidential information or documentation for purposes of this competition. Upon termination of this competition, the obligations herein relating to confidentiality shall continue in full force and effect for a period of one year.

## Correspondence

All correspondence must be in English. A FAQ (Frequently Asked Questions) on the competition is provided here, which will aim to cover many of the questions that Participants may have. Any additional questions or comments concerning the Competition must be sent via email to: [inovate@inovatology.com](mailto:inovate@inovatology.com). However, no guarantee of an answer or an answer time may be given. Furthermore, Inovatology reserves the right not to answer the question if it is judged that an answer would give an unfair advantage to certain participants. Participants who have received unofficial or content sensitive information relating to the competition with the intent of allowing an unfair competitive advantage, from employees, interns and any party involved with the competition must immediately inform Inovatology by emailing [inovate@inovatology.com](mailto:inovate@inovatology.com).

## Privacy Policy

The Promoter collects your personal data for the purpose of organizing the management of the competition in the Crop Value Addition competition. You have the right to access, correct, delete and object to the use of your personal data. You also have the right to give your prior consent for marketing and to object to it under the applicable regulations. You can ask for restriction of the use of your data. Please use this email address [inovate@inovatology.com](mailto:inovate@inovatology.com) to make your request or send it to the following address: Inovatology Partners Limited, P.O. Box 57225, 00200, City Square, Nairobi. The privacy policy detailing in full how we handle personal data in line with current regulations can be found here [inovatology.com/data](http://inovatology.com/data)

## Claims and Disputes

Any individual or team suspected of plagiarism will be investigated, and, if deemed appropriate by the promoter, disqualified from the competition. Claims/disputes should be sent within one calendar month of the end of the competition by mail to Inovatology Partners Limited, P.O. Box 57225, 00200, City Square, Nairobi, and by email to [inovate@inovatology.com](mailto:inovate@inovatology.com); please include 'Dispute' in the subject header. Rules are governed by Kenyan law. Disputes are subject to jurisdiction of the Kenyan Courts.