

## EUDIS BAMM 2025 – Terms and Conditions

**Please read these Terms & Conditions (“Terms”, “Terms & Conditions”) carefully before:**

- Participating in the EUDIS Matchmaking action (the “Action”);
- Registering for and accessing the EUDIS Matchmaking Platform (the “Matchmaking Platform”), ‘Swapcard’ as provided by Swapcard Corporation, as a participant (“Participant” or “Participants”);
- Attending any events, both physical and virtual, integrating and becoming an active member of the online EUDIS Matchmaking community and becoming party to any and all provided communications (the “Participation”);
- Enrolling to the Programme’s courses to access trainings materials (the “Training” or “Trainings”);
- Accessing the Website or Matchmaking Platform (jointly the “Platforms”).

The Action is implemented by Starburst Accelerator, Civitta, WSL accelerator and VTT, on behalf and under contract with the Directorate-General for Defence Industry and Space (DG DEFIS) (jointly “us”, “we”, “our”, “Organiser” or the “Organisers”).

Your registration for, access to, participation or involvement in the Action is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, applicants and others who seek to participate or already participated in the EUDIS Matchmaking action, who attend the Matchmaking Events, or who access or use the Platforms. You confirm that you are at least 18 years old, and you are legally capable of entering into binding contracts. Organisers do not check your legal capacity. Organisers are not liable for any consequence deriving from a user’s lack of legal capacity.

By applying for, accessing, or participating in the Action, or by accepting the invitation to be part of the Action’s events and Platforms, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not apply for or participate in the Action, register for the Platforms nor attend the Matchmaking Events.

# 1. Introduction

## 1.1. Objectives

The EUDIS Matchmaking action, organised by the Directorate-General for Defence Industry and Space (DG DEFIS), is a year-round initiative designed to support innovators and entrepreneurs within the EU Defence sector. Its objective is to boost innovation and accelerate business partnerships by connecting start-ups, scale-ups, and SMEs with corporates and investors. This continuous matchmaking action provides a dynamic platform for fostering collaborations and promoting growth within the space industry ecosystem.

The Action integrates with high-profile pan-European events, including multiple physical events (the “Physical events”) and multiple online events (the “Online events”) throughout the year. These events serve as platforms for tailored matchmaking sessions, where a limited number of start-ups, investors, and corporate players are selected. The Physical events are seamlessly integrated into high-profile, pan-European conferences and industry gatherings, ensuring broad visibility for the Action across Europe.

## 1.2. Participant

The Participants (the “Participant” or “Participants”) are individuals who have registered to participate in the Action through the Platforms. Participation may include being part of the online community only, or it may extend to both being part of the community and attending events, with attendance being subject to a selection process. Participation is considered on a professional basis, meaning that a company may be invited and individuals associated with that company may attend on its behalf. However, no guarantees are made regarding the specific number of representatives per company that can attend, as this depends on the specific requirements and availability at each event where the Action is integrated.

## 1.3. Content

Our Platforms allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (the “Content”). You are responsible for the Content that you post to the Platforms, including its legality, reliability, and appropriateness.

By posting Content to the Platforms, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Platforms. You retain any and all of your rights to any Content you submit, post or display on or through the Platforms and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Platforms, who may also use your Content subject to these Terms.

You represent and warrant that:

- The Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms; and
- The posting of your Content on or through the Platforms does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Further, you warrant that:

- The Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation;
- The Content will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
- The Content will not be unsolicited, undisclosed or unauthorised advertising;
- The Content does not contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and
- The Content does not bring us or the Platforms into disrepute.

You agree to keep all records necessary to establish that your Content does not violate any of the requirements this clause and make such records available upon our reasonable request. We are under no obligation to regularly monitor the accuracy or reliability of your Content incorporated into the Platforms. We reserve the right to modify or remove any Content at any time.

## 1.4. Code of Conduct

Any activities promoting or related to alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling, or illegal drugs are explicitly excluded from participation to the Action.

We are dedicated to providing a harassment-free experience for everyone, regardless of race, creed, colour, ethnicity, nationality, religion, sex, sexual orientation, gender expression, age, physical appearance, body size, disability, or marital status. We do not tolerate harassment of Matchmaking participants in any form.

Sexual language and imagery are not appropriate for any Matchmaking venue, including talks, workshops, parties, social media, and other online media and events.

Any Participant violating these rules may be sanctioned or expelled from the Action at the discretion of the Organisers.

## 2. Conditions of participation

### 2.1. Right of participation

Registration in the Action is free and open to any interested persons. The Action welcomes all Participants of legal adult age and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

### 2.2. Eligibility of Participation

We are committed to upholding stringent quality standards throughout the community-building phase and the subsequent selection processes for our events. Ensuring that start-ups integrated into the EUDIS networks meet specified minimum requirements is a priority. Upon completing registration on the Matchmaking Platform, applications will undergo a thorough review based on the criteria outlined below, alongside other internal assessments, to determine alignment with the community and suitability within the Matchmaking ecosystem.

#### 1. Innovator (SMEs, including start-ups and scale-up):

- Must be an established, active, and operational company.
- Must be incorporated and registered as a legal entity.
- Must have a realistic and documented business plan detailing market opportunity, value proposition, revenue model, and growth strategy.
- Must comply with applicable laws in their country of operation.
- Must have a staff headcount of fewer than 250 employees.
- Must have an annual turnover of €50 million or less.
- Must have a balance sheet total of €43 million or less.

#### 2. Innovator (Small mid-cap):

- Must be an established, active, and operational company.
- Must be incorporated and registered as a legal entity.
- Must have a realistic and documented business plan detailing market opportunity, value proposition, revenue model, and growth strategy.
- Must comply with applicable laws in their country of operation.
- Must have a staff headcount of fewer than 500 employees, while not falling into the category of SME.

#### 3. Corporate:

- Must exceed the SME and small mid-cap requirements listed above.  
Must demonstrate proven legal compliance with applicable laws in their country of operation.

#### 4. Investor:

- Must be professional investors such as Business Angels, Venture Capital Firms, Business Accelerators, etc., with a demonstrated interest in Defence innovators.
- Must comply with applicable laws in their country of operation.

#### 5. End-User:

- Must be a recognized governmental defence entity within the EU.
- Must actively contribute to fostering innovation and security within the defence sector.
- Must ensure compliance with all applicable EU defence regulations.

#### 6. General Conditions:

EUDIS, as part of the European Defence Fund (EDF), will apply the eligibility criteria outlined in Tender Specifications EU-DEFIS/2024/OP/0004 EUDIS BAMB.

Participants:

- Must be established and have their executive management structure in the EU, Norway or Ukraine.
- should not be subject to control\* by a country/entity established outside the EU, Norway or Ukraine.
- \*'Control' is to be understood as the possibility to exercise decisive influence on your company (notably in relation to its strategic business decisions), directly or indirectly, through one or more intermediate entities, 'de jure' or 'de facto' ([guidance-participation-in-dep-he-edf-cef-dig-restricted-calls dep-he-edf-cef-dig en.pdf](#)).

A company established in the EU and Norway, and controlled by non-associated third-country entity, is eligible to participate if it has already received a guarantee<sup>1</sup> approved by the country in which it is established (to participate in the European Defence Fund).

These criteria are established to ensure the integrity, security, and alignment of participants with the overarching goals of the EUDIS initiative.

## 2.3. Obligations of Participation

### 2.3.1. Matchmaking Platform

We encourage you to engage actively with the online community by participating in discussions, updating your professional profile, and interacting respectfully with fellow members. When selected for events, please confirm your attendance promptly. If you become unable to attend, it is your responsibility to notify the Organisers without undue delay, explaining any changes in your circumstances and how they impact your participation.

## 2.3.2. Events

Participants must confirm their attendance promptly upon receiving an invitation and adhere strictly to the event schedule. They are required to furnish all requested documents and materials to the organisers, which may include pitch decks, reports, company materials or other relevant documentation essential for event activities. Due to the limited capacity at our events, non-compliance with these requirements may result in forfeiture of participation. Participants are expected to fully engage in all activities hosted by the action at the event to which they have been invited. The specific details regarding any pre-event training sessions, activities occurring on the event days and follow-up tasks will be communicated to Participants as part of the invitation, however you acknowledge the following scenarios and requirements of you for each:

- **Start-up exhibitor:** If your event includes the opportunity for you to display and present your company within a pre-defined EUDIS floorspace, your participation requires you to be present and available at the stand, table, or location assigned to you, where reasonable.
- **Pitching Sessions:** If your event includes a pre-arranged EUDIS pitching opportunity, you are required to provide relevant pitch decks and materials ahead of time and comply with requests by the organisers in relation to the organisation and successful running of them.
- **Matchmaking:** You will be responsible for ensuring that you are available and present at the meetings that have been organised for you and for which a clear timeline will be provided ahead of time.

In cases where you are unable to attend, you must notify the organisers at the earliest opportunity to allow for adjustments in participant arrangements and event planning.

## 2.4. Rolling Admission

### 2.4.1. Process to join the Matchmaking Platform

The primary source of information regarding the Action and related Platforms is its homepage, [www.eudis-matchmaking.eu](http://www.eudis-matchmaking.eu), from which direct links to the Matchmaking Platform's registration process is available. This process by which you can become a Participant of the Action is freely available at all times, except in the event of unforeseen or unplanned website maintenance or technical issues beyond our control that may temporarily affect access.

To be considered for Participation in the Action and any related activities as laid out above, prospective Participants must first create an account on the Matchmaking Platform. As part of this registration process you will be required to read and accept these Terms and Conditions with accompanying Privacy Notice as listed in footer of the EUDIS Matchmaking website ([www.eudis-matchmaking.eu](http://www.eudis-matchmaking.eu)). The specific steps required to be taken are:

1. Complete the platform registration form;
2. Be approved by the Organisers;
3. Complete the onboarding process including the creation of personal and professional profiles, for which the specifics on personal data collection are laid out in the section on Personal Data of these Terms.

## 2.4.2. Process to attend events

To attend any event or activity, you must first register on our platform. By joining the Matchmaking community, you gain access to regular updates on actions and initiatives, and opportunities to interact, connect, organise meetings, and forge relationships. Each event's guest list is curated from this community through a rigorous selection and approval process led by EUDIS.

There are two methods by which the shortlist is created:

- Members can express interest in specific events during their platform onboarding for which the full list is available at: [www.eudis-matchmaking.eu](http://www.eudis-matchmaking.eu);
- Organisers select members directly from the Platform community.

Upon selection, invitees will receive an invitation to join a private event page within the Platform. This page contains all relevant event details and facilitates continued community interactions specific to that event. While matchmaking is the primary purpose of their invitation, selected participants may also have the opportunity to engage in additional activities, including pitching sessions and networking. These are dependent upon the specificities of the event to which you have been invited and no guarantees are made to that extent.

### 3. Termination

We may terminate your participation to the Action in written (by letter or e-mail) without limitation if you breach these Terms & Conditions. This termination will take effect immediately after such termination letter or e-mail has been sent, with the date indicated on post or time stamps as legal basis. Upon termination, your right to benefit from the Action will immediately cease.

If you wish to terminate your participation to the Action, you may do so in written (by letter or e-mail). This termination will take effect immediately after such termination letter or e-mail has been sent.

All provisions of the Terms & Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and Non-Disclosure Agreements.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.



## 4. General Clauses

### 4.1. Accounts

To participate in the Action, Participants must create an account ("Account") on the Matchmaking Platform, which is collectively the personal information and credentials inserted on the registration form, used by Participants to access the Matchmaking Platform. To create an Account, Participants must have read and accepted these Terms & Conditions and Matchmaking Platform Privacy Notice which can be found on the Action's website.

When you create accounts on our Platforms, you must provide us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Platforms and your participation to the Action.

You are responsible for safeguarding the password that you use to access the Platforms and for any activities or actions under your password, whether your password is with our Platforms or a third- party service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. Organisers will never ask you to share these details with other persons. You must notify Organisers immediately upon becoming aware of any breach of security or unauthorised use of your Account.

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

### 4.2. Copyright policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platforms infringes the copyright or other intellectual property of any person ("Infringement").

If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes a copyright infringement that is taking place through the Platforms, you must submit your notice in writing to the attention of "Copyright Infringement" of [EUDISmatchmaking@civitta.com](mailto:EUDISmatchmaking@civitta.com) and include in your notice a detailed description of the alleged infringement, as well as the following information:

- Your name and address;
- Details of the alleged breach of copyright; and
- URL link to the alleged breach of copyright (if applicable)

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any content is infringing your copyright.

### **4.3. Intellectual property**

The Action, the Platforms, and their original content (excluding Content uploaded by Participants), features and functionality, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software are and will remain the exclusive property of Organisers. By continuing to use the Platforms, you acknowledge that such material is protected by applicable Belgian and International intellectual property and other laws. The Action and the Platforms are protected by copyright, trademark, and other laws of Europe. Our trademark and trade dress may not be used in connection with any product or service without the prior written consent of the Organisers. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

You are permitted to use the Action and the Platforms only as authorised by us and you are prohibited from modifying or attempting to modify the Platforms in any manner of form, except that you have the right to modify your self-generated Content on the Matchmaking Platform. Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute. You must not modify the physical or digital copies of any Content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.

As a user of the Platforms, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platforms to create, display, use, play and download Content subject to these terms, for the purpose of featuring your Content on the Platforms.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users on the Platforms are those of the respective authors or distributors and not of us.

Any images taken by the Organisers during the Action are and remain the property of the Organisers and EUDIS. You may not print, copy, reuse or distribute these images without the permission.

### **4.4. Links to other sites**

Our Action and Platforms may contain links to third-party websites or services that are not owned or controlled by the Organisers.

The Organisers have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Organisers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites does not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **4.5. Indemnification**

As a condition of your participation to our Action, and/or access to and use of our Platforms, you agree to indemnify us, our subcontractors and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of related to your participation to the Action and access to and use of the Platforms, or your breach of these Terms & Conditions and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

## **4.6. Limitation of liability**

You agree that we shall not be liable for any damages suffered as a result of participating in the Action and/or using the Platforms, as well as copying, distributing or downloading Content from the Action and Platforms.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) through your application to the Action on the Platforms, or through your participation in the Action, however it arises, whether for breach of contract or in tort, even if the possibility of such damage has been previously advised of.

In no event shall we be liable for any claims by a third party in tort or contract, including, but not limited, to any misleading statements made and/or incorporated into any Content provided by third parties, such as manufacturers and wholesalers, and users of the Platforms. It is your sole responsibility to ensure the accuracy of the data inputted on the Platforms.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Platforms and will not make a claim against us for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Platforms. You must not assign or otherwise dispose of your account to any other person.

## **4.7. Disclaimer**

The Action and its Platforms are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non- infringement, or course of performance. The Action and its Platforms are provided on an "AS IS" and "AS AVAILABLE" basis.

The Organisers do not warrant that a) the Action or Platforms will function uninterrupted, secure, or available at any particular time or location; or b) the results of participating in the Action or using the Platforms will meet your requirements.



We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the content contained on the Platforms for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platforms or that the operation of the Platforms will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Platforms.

## **4.8. Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## **4.9. Governing law**

These Terms & Conditions shall be governed and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms & Conditions will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms & Conditions will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Action and supersede and replace any prior agreements we might have between us regarding the Action.

## **4.10. Changes**

These Terms & Conditions and the documents integrated by reference express the entire agreement between you and Organisers relative to your use of the Platforms.

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms & Conditions for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platforms or participating in the Action. Your continued use of the Platforms or participation in the Action will be deemed as your acceptance thereof.

## **4.11. Contact us**

If you have any questions about these Terms, please contact us at [EUDISmatchmaking@civitta.com](mailto:EUDISmatchmaking@civitta.com).