

**RULES & REGULATIONS
SUPPORT BY AND APPLICATION FOR AID
AT VZW HEART FOR HORECA**

TITLE 1 – GENERAL

1. The promotion as described in these rules & regulations (hereinafter referred to as the “Regulations”) is organized by Heart for Horeca NPO, a non-profit association under Belgian law, with registered office at 8790 Waregem, Henri Lebbestraat 3, and registered in the Crossroads Bank of Enterprises under number 0745.541.109 (hereinafter referred to as “the Organizer”).
2. By participating in the promotion (either as a grantor or as an applicant for aid), each participant **accepts the Rules fully and unconditionally.**

TITLE 2 - THE ACTION ORGANIZED BY THE ORGANIZER

3. As a result of the advance and outbreak in 2020 of the coronavirus COVID-19 in Belgium, the VZW Heart for Horeca was founded.

The Organizer is committed to support start-up entrepreneurs active in the catering industry who are suffering from government measures taken to combat the corona virus COVID-19 in Belgium, by collecting funds as described under title 3 of these Regulations and using these means as described under Title 5 of these Regulations.

4. The fundraising activity organized by the Organizer will run until April 30, 2020 - this means that you can (a) provide financial support to the Organizer by no later than April 30, 2020, 11:59 PM, as described in Title 3 of the Regulations, and (b) you can submit an aid application as described under Title 4 of the Regulations no later than April 30, 2020, 11:59 PM.

TITLE 3 - MONEY RECEIVED BY THE ORGANIZER

5. If you wish to support the fundraising activity organized by the Organizer, you can do this through a bank transfer, within the period specified in Title 2 of the Regulations, to the bank account of the Organizer, with the following number:

IBAN number:	BE47 1030 6660 1480
BIC:	NICA BE BB
Communication:	Donation Heart for Horeca NPO

6. The Organizer always reserves the right to spend the funds it has received under this fundraising activity in a manner it deems most appropriate to achieve its goal.

TITLE 4 - SUBMISSION OF AN AID APPLICATION

7. In order to participate in the fundraising activity as described under Title 2, the aid applicant must meet the following criteria:

- the aid applicant is an enterprise within the meaning of the Economic Law Code (either as a natural person or as a company) at the time of the aid application;
- the aid applicant has been active in the hospitality sector for a minimum of three months and a maximum of thirty-six months on the date of application - this means that the aid applicant is demonstrably active as a hotel (NACE-Bel code 55.10), dining establishment with full service (NACE-Bel code 56.101), or drinking establishment (NACE-Bel code 56.30);
- the establishment of the aid applicant was closed for a period of at least 1 month as a direct and inevitable consequence of an action taken by the government to combat the outbreak and advance of the corona virus COVID-19 in Belgium
- the aid applicant is not in a state of inability, bankruptcy or insolvency at the date of application; and
- the aid applicant must pay monthly rents in accordance with a written lease, which must have been applicable for 3 months at the time of the application.

Take-away businesses (eateries with limited service) or businesses that are already in a state of inability, bankruptcy or insolvency on March 1, 2020 are not eligible.

8. The aid application must, in order to be valid, contain at least the elements and documents as stated in the application form, a copy of which is attached as Appendix 1 to the Regulations.

The relevant application will only be considered if all documents as mentioned above were sent in one email to info@heartforhoreca.be and this was received by the Organizer at the latest on the date and time as stated in title 2. Incomplete, incorrect or unsigned aid applications are not eligible for any support from the Organizer. However, the Organizer always reserves the right

to request an aid applicant to deliver additional documents to assess the concerned aid application.

9. The aid applicant can only participate once (directly or indirectly) in the fundraising activity as described in the Regulations. In case the aid applicant has several branches, the aid can only be granted to one of the branches of the aid applicant.

TITLE 5 – DECISION TO GRANT AID

10. Each aid application will be assessed individually by a panel of independent members to be further composed by the Organizer, consisting of (a) the board of the NPO and (b) representatives of a maximum of 5 companies to be selected. The Organizer will never be obliged to communicate the composition of its panel.
11. The Organizer aims for a **one-off support of 50% of one month's rent (VAT excl. and excluding any costs or charges to be covered by the tenant) that the aid applicant must pay monthly for the rental of his or her catering business, and this with a maximum amount of EUR 5,000 per aid applicant.** In case the aid applicant concerned has several branches, the rental price of only one branch will be taken into consideration.

The amount that each aid applicant actually receives will depend on the funds collected by the Organizer and will be distributed pro rata (after deduction of costs incurred by the Organizer under this fundraising activity):

- if the total amount of funds collected by the Organizer is equal to or exceeds the total amount of aid requested by the aid applicants whose aid application were approved by the Organizer, taking into account a maximum amount of EUR 5 000 per aid applicant:
 - o the aid applicants involved will receive a one-off amount equal to 50% of one month's rent (excluding VAT and excluding any costs or charges to be covered by the tenant) that each aid applicant must pay monthly for the rental of his or her catering business, with a maximum amount of EUR 5 000 per applicant for aid; and

- If it would appear that all aid applicants approved by the Organizer have received the requested aid amounting to a maximum of EUR 5,000, any remaining balance will be distributed pro rata among the aid applicants approved by the Organizer whose aid exceeds the maximum amount of EUR 5 000 (provided that the aid granted can never exceed 50% of one month's rent that the aid applicant must pay monthly for the rental of his or her catering business and this to the exclusion of any costs or charges to be covered by the tenant).
 - if the total amount of funds collected by the Organizer is less than the total amount of aid applications approved by the Organizer, taking into account a maximum amount of EUR 5,000 per aid applicant, the funds to be distributed in function of the total amount of the money received funds and the amount of aid requested for each aid application shall be distributed pro rata among aid applicants whose aid application has been approved by the Organizer (taking into account the maximum amount of EUR 5 000 per aid applicant).
12. The Organizer shall endeavor to notify each aid applicant by e-mail by 1 June 2020 if the requested aid has been approved by the Organizer and for what amount, and to pay the amount awarded within 14 days. after sending the aforementioned notification, by bank transfer to the account number as indicated in the completed application form.

The Organizer always reserves the right to extend the aforementioned deadlines (for example in the case of a large number of aid applications).

13. The Promoter's decision, whether or not to grant support, should never be motivated and is final, binding and irrevocable, without recourse.

TITLE 6 – OTHER

14. In the event of suspected abuse, deception or fraud, the Organizer expressly reserves the right to exclude the participant concerned from participation in this and / or other fundraising activities organised by the Organizer. In such cases, the Organizer also reserves the right to claim from the participant the restitution of any sum already paid and to demand compensation for the damage suffered by the Organizer (incl. reputational or brand damage).

15. The Regulations or any other communication from the Organizer (either through its website or in any other way) can never create any obligation on the part of any person to provide any support. The Organizer reserves the absolute right to use the resources available in the context of its purpose and object as determined by statutory regulations of the organisation.

16. The Organizer respects the privacy of the visitors to its website and of the persons who share its personal data. The information is treated confidentially, including by third parties responsible for the security of the data storage.

By using our services, participating in our fundraising activities or by using our website, you agree to the collection and processing of your personal data in accordance with applicable privacy legislation.

The responsible entity for the processing is VZW Heart for Horeca, with address and contact details as mentioned above. We only use your data for the processing of your request for information, for the processing of your participation in our fundraising activities, for the proper functioning of our website and for direct communication with you regarding our operation, events, news items or publicity. The information and data collected by the Organizer as part of the fundraising action described under Title 2 of the Regulations will be kept no longer than 3 months after the end of the action described under Title 2 of the Regulations.

Your data will not be shared with third parties for commercial purposes. You have the right to request the information that relates to you. If necessary, the information can be corrected or withdrawn at your request. If you do not want us to contact you in the context of direct marketing, you can let us know free of charge and this will be taken into account. Your data will not be passed on for the benefit of third parties. For more information about our privacy policy we refer to the Organizer's address at 8790 Waregem, Henri Lebbestraat 3 and by e-mail info@heartforhoreca.be.

17. The Organizer always reserves the right, without this leading to any liability on the part of the Organizer, to change, postpone, shorten or cancel entirely or partially the fundraising activity described in these Regulations, and this accordingly to the absolute discretion of the Organizer, in case the circumstances require this.

The Organizer can in no way be held liable for this.

Printing, spelling or other errors cannot be invoked as grounds for any obligation on the part of the Organizer.

18. The Organizer reserves the right to make changes to the Regulations by updating them on its website, after which these new provisions will take effect immediately. The Organizer cannot be held liable if, due to force majeure, impregnation, nuisance or otherwise, in whole or in part, temporarily or definitively its fundraising activity cannot take place or if the modalities must be adjusted, regardless of the reason for such adjustment or cancellation.
19. Any additional notices and / or publications by the Organizer regarding this promotion (as described on its website) are irrevocably deemed to form part of the Regulations.
20. The Organizer, when receiving aid (as referred to under Title 3 of the Regulations) and when assessing an aid application (as referred to under Title 5 of the Regulations), makes no distinction based on sex, age, national or ethnic ancestry, religion or belief, sexual

orientation, disability or any other form of discrimination.

21. The members and board members of the Organizer are not personally bound by the association's commitments. By participating in the promotion, either as an aid grantor or an aid applicant, you grant them a complete discharge from any potential contractual or extra-contractual liability, including for serious errors, except for willful misconduct or fraud.
22. The action is supervised by bailiff [name], with office at [address]. All complaints regarding the promotion can only be validly addressed to the following e-mail address: [e-mail], and this no later than 5 (five) days after knowledge of the fact that gives rise to the complaint, with a detailed description of the facts which give rise to the complaint, with the addition of evidence of these facts and with detailed motivation for the reasons for the complaint, all of this separately under penalty of inadmissibility of the complaint.

23. Any disputes will only be governed by Belgian law, to the exclusion of private international law, and fall under the exclusive jurisdiction of the courts of the judicial district of Ghent, department Ghent.

FOR ACKNOWLEDGMENT AND AGREEMENT:

Name:

Qualification:

Attachments:

Appendix 1: blank application form.