



FoodTech Challenge Terms & Conditions

Participants in the FoodTech Challenge (the "**Competition**") will be deemed to have accepted these Terms and Conditions ("**Terms & Conditions**") and agreed to be bound by them when participating in any element of the Competition. Please read these Terms & Conditions carefully.

1. Promotion Overview

In teams of up to four, entrants are required to develop food and agriculture technology solutions for implementation in the UAE, with a focus on sustainability and food security. The teams which have submitted the best business cases will be selected to present such business cases to a panel of experts at a virtual final for a chance to win a share of US\$1,000,000 in prizes.

The Competition opens at 00:01 (UTC + 4) on September 23rd, 2019 and closes at 23:59 (UTC + 4) on November 19th, 2020 (the "**Competition Period**"). Access to the Competition is via www.foodtechchallenge.com (the "**Competition Website**").

2. Eligibility



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- 2.1 Subject to section 2.2 below, participation in the Competition is open to any person who is, or will be, the higher of 18 years of age or the age of majority in the participant's relevant jurisdiction of residency by the date of entry ("**Eligible Participants**").
- 2.2 The following persons are considered non-eligible participants:
- (a) Employees, officers, directors, agents and managers of Tamkeen and the Food Security Office (UAE), or any third party involved in the Competition (including any sponsor, advertiser, promotion agency or fulfilment agency of the Promoter), together with any other persons specified by law (including immediate family members) as being too closely related to such individuals; and
 - (b) Residents in a country or jurisdiction where the Competition may breach any law or regulation. Where this applies, the Promoter's invitation to enter the Competition in such country/jurisdiction is withdrawn.
- 2.4 Eligible Participants automatically lose their eligibility to participate in the Competition upon violation (or attempted violation) of these Terms & Conditions or the spirit of these Terms & Conditions.



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3. How to participate

3.1 Competition timeline

Set out below are the key timings and deadlines for each stage of the Competition. All dates are subject to change, at the Promoter's sole discretion.

Dates	Stage
Sept 23 rd , 2019	Competition Period opens and Eligible Participants register on Competition Website in accordance with the process set out in section 3.2 and may submit their Business Case in accordance with Section 3.3.
Feb 15 th , 2020	Deadline for Eligible Teams to register and to submit their Business Case (both terms defined below) for evaluation via the Competition Website.
May 18, 2020	Communication to Finalist Teams (as defined in section 3.3).
Nov 1st, 2020	Deadline to confirm attendance at the final round presentation.
November 17-19th, 2020	Virtual final event



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November 19 th [, 2020	Announcement of four Winners (as defined in section 3.4(d)).
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3.2 Registration

- (a) Eligible Participants wishing to participate in the Competition must register, as a team of between one and four, on the Competition Website. All team members must be Eligible Participants ("**Eligible Team**") and changes to the composition of an Eligible Team can only be made with the approval of the Promoter (to be granted or withheld in its absolute discretion) once registration is complete.
- (b) An Eligible Participant may only be registered for entry into the Competition once.
- (c) All Eligible Participants must provide valid contact details as part of the registration process and are responsible for updating these if there are any changes during the Competition Period.
- (d) Every Eligible Team comprised of more than one Eligible Participant must, during registration, designate a single member of the team to receive all correspondence from the Promoter related to the Competition (the "**Team Contact**"). Correspondence sent to



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the Team Contact will be deemed to have been sent to every member of the Eligible Team and correspondence received from the Team Contact will be deemed to be sent on behalf of all members of the Eligible Team.

- (e) The Promoter reserves the right to check the validity of the information submitted by an Eligible Participant at any stage during the Competition.
- (f) Any Eligible Participant not correctly registered by the end of the Registration Period will not be able to participate further in the Competition.
- (g) For the avoidance of doubt, all times mentioned in these Terms & Conditions are based on Gulf Standard Time (UTC + 4).

3.3 Business Case

- (a) Each Eligible Team will be required to submit, via the Competition Website, a proposal setting out a solution that could help develop food and agriculture technologies in the UAE, with a focus on sustainability and food security. Such document must meet the requirements set out on the Competition Website (the "**Business Case**").



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- (b) The criteria upon which the Business Case will be assessed will be set out in detail on the Competition Website from the commencement of the Competition Period.
- (c) Submissions must not be libelous, offensive, obscene or in violation of intellectual property rights or rights of privacy or publicity. The Promoter reserves the right to disqualify an Eligible Team if a submission or any part thereof falls under one of these categories.
- (d) By submitting a Business Case, each Eligible Participant certifies that any technical information contained in their submission is not restricted for export to the United Arab Emirates.
- (e) Business Cases will be assessed by independent adjudicators. Twelve Eligible Teams will be shortlisted to present their solutions in front of a panel during the virtual final event ("**Finalist Teams**"). The Promoters, at their discretion, may choose to add additional teams to the Finalists Teams. At least one representative of a Finalist Team must be able to attend the virtual final event. In the event that any of the Finalist Teams:
- are unable, for any reason, to participate in the final round;
 - cannot be contacted by Nov 1st 2020 to confirm their attendance at the final round; or
 - are disqualified from the Competition in accordance with these Terms & Conditions,



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the Promoter may, at its sole discretion, arrange for a substitute Eligible Team to be selected in accordance with the same mechanics and criteria as described above.

- (f) The assessment process will be anonymous and confidential.
- (g) The decision of the Promoter will be final in all respects and no correspondence will be entered into.

3.4 Presentation

- (a) A briefing pack containing specific guidance as to the requirements for the presentation and the criteria upon which it will be assessed will be sent to shortlisted Finalist Teams.
- (b) Due to the current situation resulting from the Covid-19 pandemic, the Promoter will no longer stage live, face-to-face presentations by Finalist Teams. The live presentations will be delivered remotely by online video conference from the Finalist Teams' locations. The Promoter will provide details on the logistics of the remote presentations to the Finalist Teams.
- (c) The presentations will be assessed by a panel of local and international experts. The panel will select four winning teams (each a "Winning Team") The panel's decision will be final in this regard and no correspondence will be entered into.

4 Prizes



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4.1 There are four Prizes (defined below) available. The Prizes will be allocated as follows:

- (a) Each Winning Team will receive \$100,000 in prize money; and
- (b) Each Winning Team will be eligible for entry into the acceleration program run by the Competition's Start-Up Accelerator partner, The Catalyst (<https://catalyst.ae/>). Successful entrants into the Catalyst program will receive financial and in-kind support. To qualify for The Catalyst's program, each Winning Team must obtain validation from the Catalyst's Investment Committee and Board by:
 - i) submitting a complete investment memorandum, which must include, a company overview, team presentation, overview of products/technology, market and competitor analysis, strategy, business plan (forecasted P&L, funding plan), and
 - ii) presenting to both the Catalyst Investment Committee and, if required, the Catalyst Board.

Access to the Catalyst program provides start-ups with seed funding of up to US\$150,000 as well as office space, mentoring, training, networking and access to investors. Winning Teams must be registered in Masdar City Free Zone, Abu Dhabi, UAE, to take part in the Catalyst program.

(together, the "**Prizes**", each a "**Prize**").



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4.2 The Promoter, in its sole discretion, may, in awarding any Prize, additionally award in-kind benefits such as access to or provision of facilities in the UAE, provision of mentors, access to other related government programmes for funding of IPR applications, introductions to commercial partners (including private sector entities in the UAE and investors) and any other assistance as they may deem suitable. As part of the final judging process, Finalist Teams will have the opportunity to present their Business Case to potential partners and investors. All entries into the Competition are conditional on each Eligible Participant and Eligible Team:

- (a) granting to all partners of the Promoter, together with stakeholders and sponsors of the Competition, a right of first refusal to invest in any Business Case. Such partners, stakeholders and sponsors will be set out on the Competition Website; and
- (b) Acknowledging that any additional investment in a Business Case will be conditional on being implemented in the United Arab Emirates.

The rights in this section are in addition to those granted to the Promoter in section 5.4.

4.3 Eligible Teams will be required to provide details of how the Prize will be split at the time of registering and submitting their Business Case. Should a team become a Winning Team, the Prize will be paid in accordance with those instructions. Further details will be provided as part of the criteria set out on the Competition Website.



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- 4.4 Each Eligible Participant that is awarded any portion of a Prize will be wholly responsible for the payment of any tax, insurance or equivalent payment due (if any) in respect of the Prize or any portion of the Prize.
- 4.5 The Prizes are non-transferable. Should any Winning Team not qualify for The Catalyst program or chose not to take part in that program, no substitute prize will be offered, and that portion of the Prize is not redeemable or exchangeable for cash.

5 Intellectual Property

- 5.1 By uploading a Business Case to the Competition Website, each member of an Eligible Team warrants and represents that any material the Business Case contains:
- (a) is an original work, created solely by the Eligible Participants in that Eligible Team;
 - (b) does not infringe the intellectual property rights (including, without limitation, inventions, patents, copyright, designs, trade secrets, database rights, rights in know-how, rights protecting goodwill and reputation, moral rights or other similar rights in any country, in each case whether or not registered, and any applications for



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registration of any of the foregoing, and all rights to apply to register any of the foregoing) (collectively, the "IPR") of any third party;

(c) does not infringe the image rights of any third party, or any rights of privacy/publicity of any person or entity;

(d) no other party, other than the Eligible Participants in that particular Eligible Team, has any right, title, claim, or interest in the Business Case or any IPR therein, other than as disclosed in the Business Case.

5.2 If the Business Case or final round presentation contains any material or elements that are not owned by the Eligible Team and/or are subject to the rights of third parties, the Eligible Team is responsible for obtaining, prior to submission of the Business Case or delivery of the presentation, all releases and consents necessary to permit the use of the Business Case in the manner set out in these Terms & Conditions without additional compensation.

5.3 Subject to section 5.4 below, Eligible Participants grant the Promoter and its affiliates an irrevocable, worldwide, non-exclusive, royalty-free, perpetual, sub-licensable license to reference the whole or any part of the Business Case and final round presentations for any purpose whatsoever and in any media, whether or not currently invented. Eligible Participants warrant that they have the necessary rights to grant the license contemplated in these Terms & Conditions.



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- 5.4 In addition, the Eligible Participants within each Finalist Team hereby:
- (a) offer the Promoter a right of first refusal in relation to the acquisition of any IPR related to the Business Case and final round presentation and owned or licensed to the Eligible Team, or the individual Eligible Participants making up such Eligible Team, or that may come into existence, for a period of two years following the award of the Prize; and
 - (b) agrees, to the extent that patent protection related to the Business Case or final round presentation is pursued, to file a patent application in the UAE. The Promoter may provide assistance to obtain funding through UAE Government programmes for this purpose.
- 5.5 Nothing in these Terms & Conditions shall be construed as the Promoter granting any Eligible Participant any license of the Promoter's and/or any of its affiliate's IPR (including, without limitation, the Promoter's/any of its affiliate's trade marks, trade names, copyright in any images, publications and/or other materials produced by, or on behalf of, the Promoter/any of its affiliates and distributed to Eligible Participants in connection with the Competition).
- 5.6 The Eligible Participants within each Finalist Team acknowledge and agree that:



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- (a) the Promoter, its affiliates and/or persons authorised by the Promoter/its affiliates may film, photograph and/or make other forms of recording of the Finalist Teams whilst Eligible Participants are present at and/or participating in the final round of the Competition ("**Audio-Visual Materials**");
- (b) the copyright and any and all other IPR, title and interest in the Audio-Visual Materials shall vest in the Promoter and/or its affiliates who shall be entitled to deal with the Audio-Visual Materials in such ways as the Promoter and/or its affiliates, in their absolute discretion, see fit; and
- (c) The Promoter shall have no obligation to acknowledge any member of the Finalist Teams in any finished material in which all or any part of the Audio-Visual Materials is included.

5.7 Eligible Participants acknowledge and agree that the Promoter and/or its affiliates may use, and reproduce their name, image, nationality, country of residence, details of any institutional affiliation and such other information provided by the Eligible Participant for the purpose of promoting the Competition and/or the Promoter and/or its affiliates by all means, in any kind of medium and format and in any territory.



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5.8 If an Eligible Participant has submitted the same, or a broadly similar, solution in any other competition, details of the competition(s) in which that solution has been used must be provided to the Promoter. The Promoter reserves the right to disqualify any entry which is composed of substantially the same solution or concept as has been submitted by an Eligible Participant in any other competition.

5.9 In the event that any Business Case or presentation is discovered to not be an original creation of the appropriate Eligible Team and/or breaches a third party's IPR, the Promoter shall be entitled to disqualify that entry and the relevant Eligible Team from the Competition.

6 Confidentiality

Subject to section 5.3 above, Business Cases and final round presentations, together with all ideas contained in these materials, will be treated as having been submitted on a confidential basis and should be kept confidential by the Eligible Teams. Nevertheless, the Eligible Teams acknowledge and agree that the Promoter may share the materials with such parties as it deems necessary for the effective conduct of the Competition.

7 Collection and Use of Personal Information



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- 7.1 Eligible Participants are required to provide personal information to the Promoter in order to register for this Competition. By registering, an Eligible Participant explicitly consents to the Promoter and its appointees using his or her personal information to the extent deemed necessary by the Promoter for the effective conduct of the Competition.
- 7.2 Eligible Participants acknowledge and agree that the processing of his or her personal information outlined in clause 7.1 above may include the passing of such personal information to third parties, as well as to parties outside the Abu Dhabi Global Market zone. The Promoter will ensure that the personal information is encrypted for international transfer purposes. Eligible Participants nonetheless acknowledge that such jurisdictions may not have data protection laws which are either equivalent or stricter than those of the Eligible Participant's country of residence and explicitly consent to such transfer.
- 7.3 Personal information relating to Eligible Participants will be retained by the Promoter for a reasonable period after the Competition Period to assist the Promoter in conducting the Competition in a consistent manner and dealing with any queries relating to the Competition.



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7.4 Personal information you submit via the Competition Website may be provided to any company, department, agency or individual involved in the operation, evaluation or judging of the Competition and, for the avoidance of doubt, may be used for marketing and communications purposes.

8. General

8.1 All correspondence and information submitted throughout the Competition must be in English.

8.2 Eligible Participants agree to indemnify Tamkeen and the Food Security Office (UAE) (and their officers, employees and agents) against, and hold the foregoing harmless from, any damages, liabilities, losses, or expenses incurred or arising directly or indirectly out of their participation in the Competition including, without limitation, an Eligible Participant's breach of these Terms & Conditions (including, without limitation, any warranty in relation to third party rights); or negligent or fraudulent acts or omissions in relation to the Competition.

8.3 Wi-Fi charges/connection or roaming charges may be required for participation; such charges are the sole responsibility of Eligible Participants in all cases.



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- 8.4 The Promoter accepts no responsibility for network, computer, hardware and/or software failures of any kind, which may restrict or delay the sending or receipt of your entries or participation in any element of the Competition.
- 8.5 The Promoter makes no promises or warranties (either express or implied) that use of the Competition Website will be uninterrupted, error-free or fit for any particular purpose. The Promoter reserves the right to suspend temporarily the operation of the Competition Website without notice in the case of system failure, maintenance or repair or for any other reason beyond its control.
- 8.6 The Promoter assumes no responsibility or liability for any loss arising out of or from user errors; negligent use of the Competition Website; or late, lost, delayed, damaged, misdirected, incomplete or unintelligible registrations/submissions. Proof of sending will not be accepted as proof of receipt.
- 8.7 Eligible Participants are responsible for providing accurate and correct information on signing up for the Competition.



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- 8.8 This Competition is void in any jurisdiction in which it is prohibited or otherwise rendered invalid by any applicable law or regulation. The Promoter makes no representation or warranty that the Competition is permitted by law in any particular country.
- 8.9 To the extent permitted by law, the Promoter may terminate or modify the Competition or modify these Terms & Conditions at any time, by posting the revised Terms & Conditions on the Competition Website. Where these Terms & Conditions are made available in more than one language, the English language version will prevail in the event of any inconsistency.
- 8.10 Any enquiries in relation to this Competition should be directed to the following email address: info@foodtechchallenge.com.
- 8.11 The Promoter reserves the right to monitor any information/materials posted on or submitted through the Competition Website by an Eligible Participant and may, at its sole discretion and without prior notice, at any time remove or otherwise block any information/materials posted on or submitted through the Competition Website.
- 8.12 This Competition is governed by the laws of the Emirate of Abu Dhabi and such Federal Laws of the United Arab Emirates as are applicable to the Emirate of Abu Dhabi.



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- 8.13 The Promoter is Tamkeen Abu Dhabi LLC of Abu Dhabi Global Market Square, 31st Floor, P.O. Box 6250, Abu Dhabi, United Arab Emirates (also referred to as “**Tamkeen**” in these Terms & Conditions). The Promoter can be contacted by sending an email to info@foodtechchallenge.com. The Promoter is responsible for managing this Competition and all issues related it.
- 8.14 If any provision of these Terms & Conditions is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained in these Terms & Conditions will be not affected or impaired in any way.
- 8.15 These Terms & Conditions govern the conduct of the Competition only. Save as expressly set out herein, nothing in this Agreement shall create any contract or relationship of employment between the Promoter and an Eligible Participant.
- 8.16 If by reason of any event of Force Majeure the Promoter or any third party involved in the delivery of the Competition is delayed in, or prevented from, performing any of the requirements under these Terms & Conditions, then such delay or non-performance will not be deemed to be a breach of these Terms & Conditions and no loss or damage may be



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claimed by any Eligible Participant. For the purpose of these Terms & Conditions "**Force Majeure**" means any event affecting the delivery of the Competition in accordance with these Terms & Conditions arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party (other than lack of funds on the part of a party) being fire, explosion, earthquake, subsidence, structural damage, epidemic or pandemic, failure or shortage of power supplies, war, military operations, riot, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions for reasons outside the control of either party) of any relevant government, court or any competent national or international authority.