



# CASSAVA INNOVATION CHALLENGE

## THE ROCKEFELLER FOUNDATION CASSAVA INNOVATION CHALLENGE OFFICIAL RULES

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# THE ROCKEFELLER FOUNDATION CASSAVA INNOVATION CHALLENGE OFFICIAL RULES

(Version: June 7, 2016)

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## O. PREAMBLE

Cassava is critical to food security in Africa, serving as the main source of nutrition for approximately half of the African continent’s population of 500 million. Furthermore, cassava is a major source of income for rural communities: smallholder farmers in Africa produce more than half the world’s cassava, an estimated 158 million tons annually.

Despite the crop’s importance, massive amounts of cassava are wasted due to spoilage each year. In Nigeria alone, it is estimated that almost half of the country’s output is rendered unusable and unsaleable due to spoilage, leading to massive foregone opportunities in farmer income and rural socioeconomic development. This spoilage is mainly due to cassava’s short shelf life: once harvested, and if left unprocessed and untreated, it will spoil in approximately 24 to 72 hours – less if harvesting is done incorrectly and the crop damaged. This leaves a very short window for the cassava to reach processing and makes the crop extremely vulnerable to inefficiencies in areas such as transport and storage.

To tackle these challenges, The Rockefeller Foundation, Dalberg Global Development Advisors (Dalberg) and the International Institute of Tropical Agriculture (IITA) are launching an innovation Challenge that will provide financial and technical support to implement innovations that successfully address the problem of cassava spoilage.

## 1. LEGAL TERMS

By entering The Rockefeller Foundation Cassava Innovation Challenge (the “Challenge” as defined below), you acknowledge and agree to be bound by the following official terms of the Challenge (the “Rules”). The Rules may incorporate by reference additional terms and conditions or policies stipulated in the Challenge Website (the “Website”) accessible at [www.cassavachallenge.com](http://www.cassavachallenge.com). The Rules supersede any other policies and terms and conditions to the extent there is any conflict.

By submitting an application (an “Application” as defined below) in the Challenge, the applicants (the “Applicant” or collectively “Applicants”) agree to fully and unconditionally accept the Sponsors, Administrator, and Judges’ (as defined herein) directions and decisions, which are final and binding in all matters related to the Challenge.

The Challenge and participation in the Challenge are subject to all applicable laws and regulations, and are void where prohibited or restricted by laws.

## 2. SPONSORS AND ADMINISTRATORS

The Challenge is administered by Dalberg Consulting U.S, LLC (the “Administrator”), 99 Madison Avenue, 17th Floor, New York, NY 10016; The Challenge is sponsored by The Rockefeller Foundation (the “Sponsor”), 420 Fifth Avenue, New York, NY 10018.

The Sponsor and Administrator, together with the Challenge Judges and the third parties acting on the Administrator’s behalf for the organization, administration, and promotion of the Challenge are collectively referred to as the “Challenge Organizer.”

## 3. CHALLENGE OBJECTIVE

The primary objective of the Challenge is to surface and implement solutions – product, technological, process and service innovations – that can significantly enhance the shelf life of cassava in Nigeria (hereafter “Solution” or “Solutions”), here defined as the time it takes for cassava to be rendered unsaleable due to physical deterioration following harvest.

Through this, the Challenge seeks to significantly reduce cassava spoilage. High rates of spoilage have been identified as a major constraint to smallholder farmer incomes (spoiled cassava cannot be consumed or sold) and processor growth (spoilage leads to unreliable supply of quality cassava). Reducing spoilage has the potential to increase smallholder farmers’ incomes (cassava is mainly farmed by smallholder farmers) and enhance the efficiency and job creation potential of the entire cassava industry.

## 4. CHALLENGE DATES

The Challenge is divided into five main phases:

- 1) submission of an initial concept note by Applicants (the “Phase 1 Submission Period”),
- 2) submission of a subsequent full application following initial screening by Judges,
- 3) judging of winner(s) (individually or collectively referred to as the “Winners” as defined below) by Judges (the “Judging Period”),
- 4) announcement of Winners by Sponsor, and
- 5) the implementation of winning Solutions by Winners (“Implementation”).

Collectively, these phases are referred to as the “Challenge Period.”

### SUBMISSION PERIOD DATES

- Phase 1 Submission Period: from May 12, 2016 (07:00 ET) to July 8, 2016 (23:59 ET)
- Phase 2 Submission Period: from August 1, 2016 (07:00 ET) to August 26, 2016 (23:59 ET)

### SCREENING/JUDGING PERIOD DATES

- Phase 3 screening: from July 9, 2016 (12:00am ET) to July 31, 2016 (23:59pm ET)
- Phase 4 judging: from August 29, 2016 (12:00am ET) to November 14, 2016 (23:59pm ET)

### ANNOUNCEMENT DATES

- Shortlist Phase 2 announcement: July 31, 2016 at the latest.
- Winners announcement: November 14, 2016 at the latest.

## IMPLEMENTATION DATES

Following award, Solutions must be implemented to the satisfaction of the Challenge Organizer within twenty-four (24) months, though specific milestones and timelines will be agreed upon prior to award. Please see Section 9 for details on post-award commitments and reporting requirements.

The Sponsor and Administrator reserve the right to postpone, extend, terminate, or modify any of the Challenge dates at their sole discretion. In the event of such postponement, extension, termination or modification, Applicants will be notified via email or on the Website.

The Administrator will be the Challenge official timekeeper.

## 5. ELIGIBILITY

### A. THE CHALLENGE IS OPEN ONLY TO THE FOLLOWING CATEGORIES OF ELIGIBLE APPLICANTS:

- 1 Organizations that exist, are incorporated, or organized or legally-registered in any way at the time of first submission. An organization can be all and any lawfully-formed legal entity operating for profit or not for profit, including governmental and inter-governmental organizations.
- 2 Collaborations or partnerships of organizations (“Teams”). Applications should be made by a single organization who would then sub-contract to its collaborators or partners with the Sponsor’s written permission (see Section 9 for more information on post-award commitments).

### B. THE CHALLENGE IS NOT OPEN TO THE FOLLOWING CATEGORIES OF APPLICANTS:

- 1 Individuals applying in their own capacity and not on behalf of their organization.
- 2 Employees, representatives and immediate family (defined as parents, spouses, siblings, children, and first and second cousins) of the Challenge Organizer.
- 3 Organizations involved in Challenge design, promotion, execution, or management.
- 4 Organizations that employ a judge or an individual defined above in (3).
- 5 Organizations domiciled in a country or territory that would be prohibited to participate in the Challenge and/or receive grant money if declared a winner because of U.S. Department of Treasury Office of Foreign Assets Control (“OFAC”) rules, and any organization with whom a financial or other dealing with the Sponsor would be considered a “prohibited transaction” (defined by OFAC as trade or financial transactions and other dealings in which U.S. persons may not engage unless authorized by OFAC or expressly exempted by statute).

## C. GENERAL CONDITIONS

An organization can apply on its own and/or join one or more Teams. If an organization were to apply more than once, the Application made by said organization in its own capacity and/or through the Team may not be a simple duplicate or be substantially similar. The degree of similarity will be evaluated at the sole discretion of the Challenge Organizer.

Participation in the Challenge is subject to all applicable laws, regulations, and policies. The Applicants are responsible for ensuring before any submission that they can lawfully participate in the Challenge and that no laws or regulations in their jurisdictions prohibit or restrict their ability to participate.

Before any submission, the Applicants are responsible for ensuring that they comply with all the policies that may apply to them, including those prohibiting or restricting their capacity to participate in the Challenge.

## 6. HOW TO ENTER THE CHALLENGE

To enter the Challenge, the Applicant must first register for the Challenge by creating an account on the Website accessible at: [www.cassavachallenge.com](http://www.cassavachallenge.com). Registration may take place at any time between the Challenge official launch on May 12 2016 and must not be later than the last date of Phase 1 of the Submission Period.

To be formally registered, the Applicant will have to create an account (“Account”) by providing his/her first name, last name and an official valid email address. The Applicant will then receive through the email address provided a unique link to access to the Application form. The individual creating the Account must be authorized to enter the Challenge and abide by its Rules on behalf of the Applicant organization or the Team he/she represents.

By registering an Account, the Applicant acknowledges and agrees that his/her Account is complete and accurate, and that the Administrator may reject or close an otherwise qualified Application if any of the information provided were to be assessed, at the sole Challenge Organizer discretion, as incomplete or inaccurate.

The Applicant may not sign up for or submit Applications from multiple Accounts.

The Applicants are responsible for all equipment necessary to prepare and submit the Application on the Website.

## 7. APPLICATION PROCEDURE AND GUIDELINES

Beyond the below Application procedures, the Applicants are advised to regularly visit the Website for practical information, tips, and FAQs about the submission procedure and guidelines.

Once his/her Account has been created, s/he will be able to submit, following the procedure detailed below, a concept note (“Concept Note”) during Phase 1 of the Submission Period and, if applicable,

submit a full application (“Full Application”) during Phase 2 of the Submission Period (hereafter also referred to as “Application,” or “Applications”).

All Applications, as well as each associated document, must be submitted in English. The Challenge Organizer reserves the right to take or not take into account any content not provided in English.

The Challenge application process is divided into two phases:

- Phase 1: Concept Note Submission
- Phase 2: Full Application Submission, if shortlisted after Phase 1 Judging

## PHASE 1: CONCEPT NOTE SUBMISSION

Submission from May 10, 2016 (07:00 ET) to July 8, 2016 (23:59 ET)

Shortlisting decision by July 31, 2016 (23:59 ET)

The Concept Note form shall be completed online or downloaded, completed, and uploaded to the Challenge Website via the submission platform and according to the instructions that appear on the Website. Applicants with distinct Solutions may apply more than once by submitting two or more separate Concept Notes.

The specific instructions regarding the format and substance of the information to be included in the Concept Note, as well as the content that shall not be included for Phase 1, will be provided with the form. By submitting the Concept Note, the Applicant acknowledges that s/he has read and understood the application instructions.

The Challenge Administrator will proceed to a pre-screening of the Concept Notes prior to the start of the judging period. The purpose of the pre-screening is to detect incomplete Applications, to confirm Applicant eligibility or the compliance of the Application with the Rules. This pre-screening phase is not a judging one and will be performed uniquely for Challenge administration purposes.

In case of significant change of Rules, Guidelines, FAQs or Application instructions, before the end of the Phase 1 Submission Period, the Applicants that had fully submitted their Application at the time of the said change may be contacted and informed of their ability to update their Application if they deemed it needed. The degree of significance of the change will be appraised at the sole discretion of the Challenge Organizer.

As indicated in Section 11, no Confidential Information shall be shared within the Concept Note during Phase 1. The Challenge Organizer will treat any information provided during Phase 1 as non-confidential, even if indicated Confidential in the Concept Note. The Applicant, therefore, acknowledges that no obligation of secrecy is established with the Challenge Organizer during Phase 1.

Applicants are invited to refer to the FAQs and guidelines content related to Confidentiality in the Website.

Phase 1 of the Challenge will solely be judged on the content of the Concept Note. Any unsolicited information and other content and/or attachments, regardless of their relevance, will not be taken into account.

The shortlisted Applicants invited to submit a Full Application in Phase 2 will be contacted through the email address associated with the Applicant Account by July 31, 2016 at the latest. Unsuccessful Applicants will also be notified; however, reasons for why their Application was not successful will not be provided due to the large number of expected Applicants.

The Challenge Judges' decisions are final and definitive.

## PHASE 2: FULL APPLICATION SUBMISSION

Submission from August 1, 2016 (07:00 ET) to August 26, 2016 (23:59 ET)

Judgement decision by November 14, 2016 (23:59 ET)

The Full Application form shall be completed online or downloaded, completed, and uploaded to the Challenge Website via the submission platform and according to the instructions that appear on the Website.

The specific instructions about the format and substance of the information to be included in the Full Application will be provided to the shortlisted Applicant via the Website and/or by other means of communication by August 1, 2016 at the latest. As indicated in Section 11 on Confidentiality, no Confidential Information shall be shared within the Application during Phase 2. The Challenge Organizer will treat any information provided during Phase 2 as non-confidential, even if indicated Confidential in the Application. The Applicant, therefore, acknowledges that no obligation of secrecy is established with the Challenge Organizer during Phase 2.

If requested by the Applicant and if deemed reasonable and necessary in the sole discretion of the Judges and Administrator, a non-disclosure agreement (defined as a contract through which all undersigned parties agree not to disclose information covered in the agreement to third parties, hereafter referred to as an "NDA") may be signed between the Challenge Administrator, the Judges, and the Applicant for selected information in the Full Application in Phase 2.

The Challenge Organizer reserves the right to contact Applicants and ask for revisions to their submission or additional documentation at any time before the Winners announcement. By submitting the Full Application, the Applicant acknowledges that s/he has read and understood the application instructions.

## 8. JUDGING

### JUDGING PANEL

The Concept Note and the Full Application will be evaluated by a panel of cassava experts as well as by leading professionals in the fields of innovation and business development. Considering the broad spectrum of potential Solutions, business strategies and expertise areas, Applicants should ensure that their Application is clear and comprehensible by all members of the Judging Panel. See the Challenge Website for updates on the composition of the Judging Panel.

The Judging Panel will be responsible for evaluating the Concept note and then the Full Application according to the judging criteria detailed below.

## JUDGING CRITERIA

The Judging Panel will use the following criteria to guide their decision:

- **Innovativeness:** potential to introduce new practices, products, and processes to the cassava value chain, thereby significantly reducing cassava spoilage.
- **Development impact:** potential to significantly reduce spoilage in the cassava value chain in a manner that enhances smallholder welfare and rural economic development.
- **Replicability and scalability:** likelihood that the Solution can be successfully and affordably scaled, both within Nigeria and within other developing countries.
- **Financial sustainability:** ability of the Solution to become commercially viable once Challenge funding is depleted.

## WINNER SELECTION

The Applicants agree and acknowledge that, considering the broad range of eligible innovations and the multifaceted nature of the problem of spoilage, the selection of a winning Application does not depend only on how the said Application compares to the other Applications submitted in the Challenge, but on how it performs against the Judging Criteria and how it addresses the Challenge Objectives.

The Challenge Organizer has the right to decide the final Winners list based on the Solution portfolio and combination of Applicants that will guarantee, in the Challenge Organizer's opinion, the greatest impact.

## VERIFICATION OF POTENTIAL WINNERS AND DUE DILIGENCE

Each Applicant considered for a grant award will be subjected to a verification of its eligibility and general compliance with the present Rules.

As a condition of the award, the potential Winners will have to undertake a complete due diligence process performed by the Challenge Organizer. The scope of the due diligence will depend on the Applicant specifics at the time of the award but the Applicant may be asked to submit the following materials, each of which is required.

- An itemized budget with a budget narrative.
- A completed tax questionnaire. In addition to general information related to the Winner, the Winner will also be asked to verify the organization's annual budget and fiscal year.
- The organization's constitution/charter, registration statement and/or articles of association.
- Solution related Intellectual Property Rights ("IPRs") information and associated documents
- A full proposal.
- Additional due diligence materials as requested.



## DISQUALIFICATION

Any Applicant that fails to comply with the present Rules, to provide requested information or additional documentation in a timely manner, to comply with the due diligence process, and/or to accurately represent the details of its situation may be disqualified.

Applicants may also be disqualified if, following the due diligence process or for any other reasons, the Challenge Organizer has a legitimate doubt about the sincerity of the information shared and/or about the ability to exploit the Solution because of Intellectual Property Rights (“IPRs”) infringement risks (see Section 10 for more detail).

Any Winner that would fail to agree with the Sponsor as indicated in 9.B below in a timely manner may be disqualified.

Sponsor reserves the right, in its sole discretion, not to award a grant to any or all Winners.

## 9. GRANT AWARDS

### DEFINITION

The Sponsor will award a grant of up to US\$ 1 million (“Challenge Funds”) to one or more Winners to implement the Solution. In case of multiple Winners, the split of the Challenge Funds will depend upon the relative quality of the Solutions awarded and the resource needs for each Winner, as assessed by the Judging Panel and Sponsor,

The Winner will additionally benefit from technical assistance provided by Dalberg and IITA and, where possible and relevant, other partners to support the piloting, implementation, and scaling of the Solution.

### POST-AWARD COMMITMENTS

As a condition for being awarded, the Winners will have to sign a grant agreement (“Agreement”) with the Sponsor. The Agreement will be a legal instrument relevant to the specific context of the Winners’ status, technology, and implementation capacity and will notably include agreed-upon decisions about the Solution implementation and commercialization strategy, the condition of exploitation of the IPRs related to the Solution (see Section 10), the budget for the Challenge Funds use, the milestones and timing of disbursements, and the projected partnerships for optimal impact and rapid scaling.

Once Challenge Funds have been awarded, in addition to any specific project deliverables outlined in the grant agreement, Winners may be responsible for the following reports:

- Interim and final narrative reports that describe the progress made in achieving the agreed upon deliverables and milestones, periodically and at least at the end of each of the Winner’s fiscal years in which grant funds are held by the Winner.
- Interim and final financial reports that track actual receipts and expenditures against the budget approved for the grant award, at the same intervals as narrative reports.

Note that Challenge Funds cannot be used for the following:

- General operating expenses or overhead (also often referred to as facilities or administrative expenses);
- Purchasing equipment without the Sponsor's prior written permission;
- Lobbying or political campaign/election activities;
- Re-granting to organizations or individuals without the Sponsor's prior written permission; or
- Expenses incurred prior to the award.

Note also that Challenge Funds not used for the purpose of the Solution implementation must be returned to the Sponsor.

## TAXES

The Winner is solely responsible for any and all taxes, fees, expenses, and reporting associated with receiving the Challenge Funds and technical assistance.

## CHALLENGE ORGANIZER RIGHTS

In addition to rights described elsewhere in these Rules or provided by law or regulation, the Challenge Organizer reserves the right to:

In addition to rights described elsewhere in these Rules or provided by law or regulation, the Challenge Organizer reserves the right to:

- i Request further information, more comprehensive development, or additional documentation (including, but not limited to, information regarding Applicants' technology, financials, and business model) at any time before the grant award;
- ii To award none, one, or multiple Winners, in addition to awarding more or less funding as deemed by the Challenge Organizer to be in the best interest of the Challenge objectives;
- iii To accept Applications in their entirety or to select only portions of Applications for award;
- iv To disqualify Applicants from any award should they fail to abide by the letter and spirit of the Rules, to provide requested information or additional documentation in a timely fashion, to comply with the due diligence process, to reach agreement on post-award terms and conditions within a reasonable time, or if the Challenge Organizer believes it is in their best interest to do so.

## 10. INTELLECTUAL PROPERTY RIGHTS

### DEFINITION:

IPRs refer to copyright and related rights, software, database rights and other Sui Generis rights, patents and rights to claim priority, utility models, industrial designs, plant breeders' rights, trademarks, business names and other designation, indications of origin, unfair competition, trade dress, goodwill, passing off action, rights to use and protect confidential information such as business secret and know-how, or all other intellectual property assets, whether registered or unregistered, including rights to apply for and/or be granted, renewals or extensions.

## GENERAL CONDITIONS:

Except for the license described below, any actual IPRs related to the Application and/or the innovation described in the Application remain the property of the Applicant. By submitting an Application, the Applicant is not granting to the Challenge Organizer any rights related to the innovation or technology described in the Application, and the Challenge Organizer makes no claim of ownership on any IPRs that it may contain.

However, by submitting a Concept Note in Phase 1 or a full Application in Phase 2, Applicants do grant to the Sponsor and Administrator and their affiliates, a non-exclusive, free, irrevocable, worldwide, and perpetual license to use and reproduce all or part of the Application information in connection with the Challenge and the post-Challenge phase, as well as other Sponsor or Administrator activities such as the ones related to food security and smallholder farmer livelihood. Applicants notably, but not only, grant the right to:

- Publicize, reproduce, adapt or otherwise display in any media or format the Application and Applicant name and a reasonable amount of information about the innovative solution and the sustainability model provided.
- Use or reproduce in any ways on the Website and in any other media or format, their legal name, trademark, service mark, and/or trade name, and any or all of the Team members when applicable.
- Use their name, likeness, and image in any media or format and in any location worldwide.

If requested by the Applicant and if deemed reasonable and necessary by the Judges, an NDA may be signed between the Challenge Administrator, the Judges, and the Applicant for selected information in the Full Application in Phase 2.

Nothing in the Rules grants to the Applicant, or any of the Team Members when applicable, a right or license to use the Challenge Organizer's name, trademark, service mark, and/or trade name. However, a literal mention of the Challenge and the Sponsor or Administrator name is allowed in relation to the Challenge as long as it creates no confusion about the nature of the relationship between the Applicant and the Sponsor or Administrator.

## AWARD WINNERS:

Except if agreed differently before the announcement of Winners, the acceptance of an award will not be conditional upon the full assignment of the IPRs to the Sponsor.

However, the acceptance of an award is conditional upon the commitment by the Winners to enter into a post-award grant Agreement that will, among other things, stipulate the conditions of protection and exploitation of the IPRs related to the Solution in Nigeria.

By submitting a Full Application, the Applicants acknowledge that the swift implementation, replication, and scaling-up of the Solutions for smallholder farmers' optimal benefit constitute a

crucial objective of the Challenge. The Applicants correspondingly agree and acknowledge that the optimal implementation of the awarded Application will require them to significantly open the right to use, adapt, sell, distribute, and/or produce the Solution in Nigeria, and potentially other countries, at low cost.

Consequently, the Applicant agrees if judged needed in the sole discretion of the Challenge Organizer for optimal implementation of the Solution, to negotiate in good faith with the Sponsor in order to assign, license, or otherwise open or transfer, to the Sponsor, and/or any other agreed upon third-party, the IPRs necessary for the full, optimal, and cost-effective exploitation of the Solution in Nigeria and potentially other countries.

The agreement on IPRs will notably be determined by the Applicant specifics, particularly its capacity to directly or indirectly exploit the Solution in Nigeria, the overall Solution portfolio at the end of the Challenge, the Solution IPRs status and strength in Nigeria at the time of the award, and the potential for cost-effective exploitation in Nigeria and beyond.

## **11. CONFIDENTIAL INFORMATION**

### **DEFINITION:**

Confidential information refers to any nonpublic information pertaining to any aspect of the Applicant's Solution, as designated by the Applicant and accepted by the Challenge Organizer.

### **GENERAL CONDITIONS:**

Applicants undertake not to disclose any confidential information during the Challenge. It is agreed that, with respect to your Application, that no obligation of secrecy and no confidential relationship is established between the Sponsor, Administrator, and/or the Judges and you, the persons and entities you represent when submitting a Concept Note or the owner of any part of your Application. Furthermore, you agree that a reasonable amount of information related to your Application may be made public as per Section 10.B.

If requested by the Applicant and if deemed reasonable and necessary by the Judges, an NDA may be signed between the Challenge Administrator, the Judges, and the Applicant for selected information in the Full Application in Phase 2.

## **12. WARRANTIES**

By submitting the Application, you represent and warrant that, to the best of your knowledge, all information you submitted with your Application is true and complete, that you have the right and authority to submit the Application on behalf of the persons and entities you represent, and that:

- i The Application is your own original work, and/or the original work of the persons and entities you represent, and/or is done with the authorization of the owner(s) with proper credit given within your Application.
- ii The Application does not contain any confidential information or trade secrets from you or a third-party.

- iii The Solution does not and will not violate or infringe upon the IPRs (including, but not limited to, patents, utility models, industrial designs, trademarks, and copyrights), confidentiality rights, privacy rights, or other legal rights of any third-party, including, but not limited to, any contractual rights.
- iv The Solution does not trigger any undisclosed reporting or royalty obligation to any third party.
- v The Application does not violate any applicable law, statute, ordinance, rule, or regulation.
- vi The Solution is not the subject of any actual or predicted litigation or claim.

Any breach of warranty will result in invalidation of the Application and indemnification of Sponsors and administrator against all claims, losses, damages, and expenses (including, without limitation, reasonable attorney fees and court costs) incurred from the breach.

### **13. LIMITATION OF LIABILITY**

By entering and applying to the Challenge, the Applicant agrees to indemnify, defend, and hold harmless the Challenge Organizer and their affiliates, subsidiaries, agents, representatives, shareholders, and employees from and against all and any claims (including claims related to the infringement, misappropriation, or violation of a third-party's IPRs and/or confidential information), actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Applicant's participation in the Challenge.

The Challenge Organizer and their affiliates, subsidiaries, agents, representatives, shareholders, and employees are not liable to any Applicant for any direct, indirect, incidental, consequential, or punitive damages, however, caused or resulting from the following:

- i The use or the inability to use the Challenge Website.
- ii The Application to the Challenge.
- iii Unauthorized access to or alteration of Applicant data and Application content.
- iv Any other matter relating to the Challenge.

These limitations shall not apply in case of damages due to deliberate wrongdoing or gross negligence by the Challenge Organizer. Since some jurisdictions do not permit the limitation of liability, all or part of the above limitation may not apply to you.

For the purpose of clarity, you acknowledge that the Challenge Organizer is not responsible for any incomplete, late or misdirected Application that would be caused by a communication or Information Technology failure (such as delays or interruptions in transmission, malfunctions of network, servers or any equipment and services related to the Challenge, viruses, incorrect content, loss, or deletion of data). These limitations shall not apply in case of deliberate wrongdoing or gross negligence by the Challenge Organizer. The Challenge Organizer may at his/her sole discretion, and in respect of fairness and equity, decide if an incomplete, late, or misdirected Application shall be allowed or not.

By entering the Challenge, you agree to these Rules and to all decisions of Challenge Organizer, which are final and binding in all respects. The Challenge Organizer reserves the right at their sole discretion to extend or modify the dates of the Challenge and to change the terms of these Rules.

## **14. NO OBLIGATION**

By submitting the Application, you acknowledge and agree that:

- i The Sponsor is not required or obliged in any way to take any action whatsoever with regard to your Application.
- ii Multiple participants may submit applications that include ideas, hypotheses, concepts, designs, knowledge, or technologies comparable or similar to your own Application and that the Sponsors, the administrator, and/or their affiliates, subsidiaries, agents, business partners, and employees may already be investigating or developing technical solutions or business models that are related or similar to those that you disclose in your Application.
- iii The Sponsor's decision regarding another Application to the Challenge, even if similar to yours, shall not create among the Sponsors, the administrator, and/or their affiliates, subsidiaries, agents, business partners, and employees any liability to you and/or the persons or entity you represent. The Sponsor and administrator shall not be restricted in any way from, directly or indirectly, supporting, pursuing, developing, exploiting, or distributing, in any country, any technology, technical solutions, or business models that are created independently of your Application.

## **15. CANCELLATION-MODIFICATION**

The Sponsors and Administrator reserve the right, at their sole discretion and without notice, if justified by circumstances or events beyond their control, to postpone, extend, or modify the Challenge Period and its constituent phases, and/or to cancel the Challenge in whole or in part.

The Sponsors and Administrator reserve the right, at their sole discretion, to modify at any time the terms of the Official Rules governing any portion of the Challenge, and the Terms and Conditions or Policies stipulated in the Website.

The changes to the dates or terms will be effective immediately upon notice to the Applicant through the email associated with their Application or by any other means deemed acceptable by the Administrator.

The applicant acknowledges that the Website content, other than the Terms and Conditions and Policies indicated in paragraph 2 of this clause, may be changed and updated by addition, deletion, or modification of content. The Applicant will not be notified of such changes and updates.

Challenge Organizer will not be responsible for any Applicant failure to receive or notice change of Rules, Guidelines, FAQs or Application instruction.

## **16. SEVERABILITY**

The invalidity or unenforceability of any provision of the Rules shall in no way affect the validity or enforceability of any other provision. In the event that any of the provisions are deemed unenforceable, illegal, or otherwise invalid, the remaining provisions shall remain in effect and be enforced as fully as possible as if the unenforceable, illegal, or otherwise invalid provision was not contained herein.

## **17. PRIVACY**

The Challenge Organizer will collect personal information about Individuals Applicants, and/or individual members of a Team entering and applying to the Challenge. The personal information collected is subjected to the Challenge privacy policy (“Privacy Policy”) stipulated on the Website and accessible at [www.cassavachallenge.com](http://www.cassavachallenge.com). By entering the Challenge, the Applicants explicitly agree to be bound by the Privacy Policy.

You acknowledge and agree that the Challenge Organizer may, in accordance with the Privacy Policy, process, transfer, and/or share the personal information with third parties for the Challenge purposes as defined in the present Rules.

Applicants shall expect that some personal information could be published in the Website as well as on the Sponsor and Administrator’s websites and, notably, the Application title, Applicant name, organization, country, and a brief summary of the Application.

For non-U.S. residents, please be aware that the information you submit may be collected, treated, transferred and/or used in the United States of America. In addition to being subject to these Official Rules and the Privacy Policy, your data will be subject to U.S. laws and regulations, which may be different from the laws and regulations of your home country. By participating in the Challenge, you understand and consent to this collection, transfer, storage, and use and you warrant that you have obtained, if applicable, the consent of all the Organization or Team members.

## **18. APPLICABLE LAW – DISPUTE**

This Challenge shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. All Applicants hereby irrevocably (1) agree that any and all disputes, claims, causes of action, or controversies (“Claims”) arising out of or in connection with this Challenge shall be brought exclusively in the state or federal courts located in New York County in the State of New York, USA and (2) consent to the exclusive jurisdiction and venue of those courts and waive any objection to such venue based on grounds of forum non conveniens. Should any part of this these Official Rules be declared invalid by a court of competent jurisdiction of the State of New York, such invalidation should not invalidate the remaining portions of these Rules, and they shall remain in full force and effect.

## **19. ADDITIONAL INFORMATION, FAQs, AND CONTACT INFORMATION**

If you have any questions about the Challenge that would not be answered by these Official Rules, please check the Website content and notably its FAQs. If your question or concern remains unanswered, please submit it to us by email at the following address: [info@cassavachallenge.com](mailto:info@cassavachallenge.com). If applicable we will answer your concern directly, and may update the FAQ accordingly.

## **APPENDIX 1: RULES MODIFICATIONS RECORDS**

Pursuant Section 15 the present Rules can be modified by the Challenge Organizer. Modification have been made on

- June 6th, 2016 (Version June 6, 2016)
  - o Section 1: "LEGAL TERMS". Paragraph 1 and 2 were modified
  - o Section 7.A: "PHASE 1: CONCEPT NOTE SUBMISSION". 2 paragraphs were added after the 3rd paragraph.
  - o Section 15: "CANCELLATION-MODIFICATION". 1 sentence was added at the end of the section.