

Call for Solutions

The Climate Solutions Prize: the Startup Challenges

Organized by Start-Up Nation Central for 2022

March 22, 2022

1. Background

- 1.1. The Climate Solutions Prize (the “**CSP**”) leverages the Startup Nation to address climate change, empowering changemakers and fostering breakthrough technologies to create a sustainable future.
- 1.2. The CSP encompasses a competition for Israeli startups (the “**Competition**” or the “**Startup Challenges**”), and the CSP festival (the “**Festival**”), where the winners of the Competition will be announced (each, a “**Winner**”).
- 1.3. The Competition is organized by Start-Up Nation Central Ltd. (CC), a non-profit organization with offices at 28 Lilienblum, Tel Aviv, Israel (the “**Organizers**” or the “**Company**”), and is run in collaboration with corporations, investors, philanthropists and non-profit organizations (the each, a “**Partner Organizations**”). Some of the Partner Organizations lead a Competition track (each, a “**Track**” or “**Challenge**”) and/or commit prizes, as described below.
- 1.4. The Breakthrough Research Prize (the “**BRP**”) is a parallel competition organized by the Jewish National Fund of Canada Inc. (“**JNF Canada**”) to recognize climate-related academic research. Participants must choose to which of the competitions Tracks they wish to apply, as it is not possible to apply for both the BRP and the Startup Challenges.
- 1.5. This Call for Solutions (the “**Call for Solutions**”) refers **only** to the Startup Challenges. Please refer to a separate call for solutions document for the BRP.
- 1.6. The Competition consists of an application process that allows applicant startups (each an “**Applicant**”) to submit a single application that will be channeled to a number of Challenges, as relevant (together with any other communications the Applicant sends to the Organizers, the “**Submission**”). Each Challenge is led by a different Partner Organization and has unique conditions and designated prizes (as described in Section 3 below).
- 1.7. The Winners of the Challenges will be announced during the Festival, or at a different time, according to the specific timelines as determined below and at the Organizers sole discretion.

2. Objectives of the Competition:

- 2.1. To spur increased funding and investment in Israeli tech innovation to address the global climate crisis.
- 2.2. To galvanize the Israeli tech ecosystem to channel its DNA of entrepreneurship and innovation to address climate change.
- 2.3. To position the Israeli tech ecosystem as a global hub of innovation in climate-tech, recognized for its ability to leverage its entrepreneurship and innovative spirit towards tackling pressing global challenges.

3. **The Challenges:**

- 3.1. Applicants can compete in multiple Challenges of the Competition at the same time.
- 3.2. Applicants can win more than one challenge, as per the Organizers and the Partner Organizations discretion.
- 3.3. The Challenges are as described below:

3.3.1. The Capital Nature Investment Challenge (Challenge A)

- 3.3.1.1. Leading Partner Organization: This Challenge is led by Capital Nature Ltd. (“**Capital Nature**”), with offices at 150 Menachem Begin Road Tel-Aviv, Israel.
- 3.3.1.2. The Challenge prize: The Winner of this Challenge will be entitled to an equity investment opportunity of \$1 Million USD led by Capital Nature (the “**Investment Prize**”) subject to the completion of corporate approvals, successful due diligence and the signing of the SAFE Agreement. The SAFE Agreement (simple agreement for future equity) agreement shall be a SAFE which includes a discount of 20%, information rights, board member right, preemptive rights, and MFN. The cap of such SAFE shall be determined together by the Partner Organization and the Winners. See more details in Section 8 of this Call for Solutions.
- 3.3.1.3. Number of possible Winners: One (1). In addition to the Winner, Capital Nature may, at its sole discretion, invest in other Applicants.
- 3.3.1.4. Eligibility criteria:
 - Need – the solution addresses a well-defined need.
 - Technology – innovative breakthrough technology with potential commercial competitive advantage.
 - Market – solution addressing significant and growing global markets; company has a well-defined GTM strategy.
 - Team – passionate and capacitated team that can lead the company through technological and commercial challenges in the company's journey to growth.

- Impact – Significant contribution to reaching net-zero goals.
- Funding Stage: Early stage – the focus is on (but not restricted to) companies with up to \$4 million of previous investments.
- Maturity – Technology ready for piloting or scaling up (TRLs 4-9).

3.3.1.5. Solution Areas/Themes:

Innovative technologies aimed at decarbonization of the economy and reduction of environmental footprint, including in the following domains:

1. Energy Decarbonization and Decentralization:
 - Renewable and 'green' energy generation
 - Smart grid decentralization and management
 - Energy storage and efficiency
2. Sustainable Mobility:
 - Clean automotive
 - Sustainable logistics
 - Smart cities
3. Sustainable Construction:
 - Green construction (materials, methods, equipment)
 - Low-carbon buildings (operation, optimization)
4. Circular Economy:
 - Sustainable management of natural resources (water, land, air)
 - Reusage & recycling
 - New materials

3.3.2. Challenge B

3.3.2.1. The Challenge Name: The SustainIL Challenge.

3.3.2.2. The Challenge Description: The purpose of the Challenge is to recognize Israeli startups with bold thinking and groundbreaking ideas that will revolutionize the next wave of climate-tech in Clean Energy Generation & Storage, Pollution Reduction, Water & Sewage, Recycling and Circular Economy, Carbon Capture, Utilization & Storage (CCUS), and other applications that assist the economy to decarbonize /meet net-zero targets.

3.3.2.3. Leading Partner Organization: ESIL Technologies, Limited Partnership ("**ESIL**").

3.3.2.4. Sub-Challenges and Eligibility criteria: this Challenge consists of two sub-Challenges:

3.3.2.4.1. The Early-Stage SustainIL Challenge: for startups with a minimal viable product (MVP), or R&D stage technology with initial pilots;

3.3.2.4.2. The Grand Pivot SustainIL Challenge: for startups that are exploring the adaptation of their existing

technologies to meet new climate-related use cases and applications. The new climate change use-case product must be in early stages of development (ideation, MVP or proof of concept), while the while the other existing non-climate solutions that the startup has developed may be at more advanced stages. There should be a strategic commitment by the startup to conduct the pivot, which includes the existence of at least one product manager (or equivalent) who is the owner of the pivot process.

3.3.2.5. Number of possible Winners: one (1) Winner for the Early-Stage SustainIL Challenge, and one (1) Winner for the Grand Pivot SustainIL Challenge.

3.3.2.6. The Challenge Prizes:

3.3.2.6.1. Recognition Prize: The Winners of both SustainIL Challenges will receive PR and media exposure as part of the CSP Festival, and warm introductions to potential clients or investors.

3.3.2.6.2. Cash Prizes: The Winners of both SustainIL Challenges will receive each a cash prize of \$20,000 USD (see the conditions for the cash prizes in Section 9 below).

3.3.2.7. The Challenge Solutions Areas: Innovative technologies addressing areas of: Clean Energy, Pollution Reduction, Water & Sewage, Recycling and Circular Economy, Carbon Capture, Utilization & Storage (CCUS), and other applications that assist the economy to decarbonize/meet net-zero targets.

3.3.3. **Challenge C:**

3.3.3.1. The Challenge Name: The Liveability Innovations Challenge.

3.3.3.2. Leading Partner Organization: Temasek Foundation Ltd. (“**Temasek**”), with offices at 28 Orchard Road, Temasek Shophouse, Singapore.

3.3.3.3. The Challenge Prize: The Winner of this Challenge will receive a cash prize of USD 40,000 (see the conditions in Section 9 below).

3.3.3.4. Number of possible Winners: One (1).

3.3.3.5. The Challenge Eligibility criteria & solution areas:

The Liveability Innovations Challenge is seeking innovative solutions to combat urban challenges to address climate change. Disruptive, game-changing technology are sought to help urban cities in Southeast Asia accelerate decarbonization, meet increasing demand for food and nutrition, and achieve a circular economy.

All solutions submitted must fulfil the following criteria to be considered:

- Completed proof-of-concept
- At Technology Readiness Level 6 and beyond
- Be scalable and commercially viable
- Looking to conduct a pilot/testbed in Singapore

1. Decarbonization

We are looking for game-changing solutions that will dramatically reduce greenhouse gas emissions in our atmosphere. We are also seeking revolutionary carbon capture, utilization and storage solutions to remove carbon emissions from the atmosphere at scale, or innovations that will revolutionize the hydrogen economy.

2. Food & Nutrition

We are looking for novel or alternative foods that can increase production drastically to meet global food demand while maintaining a low carbon footprint. Other sought-after solutions are new foods that provide healthier alternatives for consumers.

3. Circular Economy

We are looking for breakthrough technologies or materials that will reinvent waste streams into valuable resources or replace or reduce packaging in sectors such as food and e-commerce.

These solutions should significantly reduce the input of resources required in the production process of food and other materials, and help achieve responsible consumption and production at scale.

3.3.4. **Challenge D:**

3.3.4.1. The Challenge Name: The Sustainable Fashion Tech Revolutionary Challenge.

3.3.4.2. Partner Organization: Kornit Digital Ltd. (“**Kornit**”), with offices at 12 Ha`Amal St., Afek Park, Rosh-Ha`Ayin, Israel.

3.3.4.3. The Challenge Prize: The Winner of this Challenge will receive a cash prize of USD 40,000 (see the conditions in Section 9 below).

3.3.4.4. Number of possible Winners: One (1).

3.3.4.5. Eligibility criteria & solution areas:

Kornit is searching for technological solutions that have the potential to accelerate sustainability in the textile industry, which may include, but are not limited to:

1. Sizing Accuracy via Avatars, helping lower retail return rates

As online sales increase, return rates are growing as well, reaching an average of 16.6% or about \$761 billion of merchandise in 2021 (read here). The majority of online returns are due to sizing issues. Many customers engage in so-called 'bracketing', i.e., they buy the same item in multiple sizes, try them on at home, and return the ones that don't fit. Each return represents lost revenue to the retailer, because of shipping and warehousing costs and are a major cause for the industry's carbon footprint, due to the generation of excess stock, unsold textiles, and the logistics and transportation involved in the returns.

The challenge is creating a product (MVP) enabling customers to use their smartphone camera or other similar tools that customers have at home to extract measurements in a simple way (within minimal time and with a friendly user-experience). This product should automatically create an avatar or inputs for an avatar engine with the user's accurate sizing, helping to reduce the rates of returns.

2. Garment Encryptions, preventing over-production and duplication of garments

There is a growing need to create authentication and proof of ownership for physical garments, creating a connection between the virtual and the physical worlds. Encryption can possibly prevent over-production and duplication of garments, cutting down on emissions and improving sustainability. The challenge is creating an authentication and ownership mechanism for physical garments which is simple and can be combined into Kornit's workflow solution, such as via a readable or scannable mechanism. For example, a physical encrypting method (MVP) that can be inserted or printed into clothing and creates a physical, reliable, impossible-to-copy mechanism embedded into the garment, which stores data and can be readable by a scanning method, proving originality owned by the user holding it.

3. Smart Packaging Materials or New Designs for Ink Containers, allowing for easier disposal of containers, without ink residues, after use

Kornit sells ink packaging bottles globally. When disposed of, ink residue remains in them and currently requires specific and demanding disposal methods. The challenge is creating a circular, sustainable solution (MVP) for Kornit by designing smart packaging material for the company's ink with full end-of-life responsibility –compostable / biodegradable /

recyclable – that reduces emissions to net-zero and incorporates circularity and effective disposing methodology.

3.3.5. Challenge E:

3.3.5.1. The Challenge Name: The Energy-Tech Challenge.

3.3.5.2. Partner Organization: SolarEdge (“**SolarEdge**”)

3.3.5.3. The Challenge Prize: The Winner of this Challenge will receive a cash prize of USD 40,000 (see the conditions in Section 9 below).

3.3.5.4. Number of possible Winners: One (1).

3.3.5.5. Eligibility criteria & solution areas:

SolarEdge is looking for partners and applications that will complete their offering for energy management within the Residential, Commercial, Utility-scale and Grid service application markets. Examples of applications include:

- Clean energy power generation
- Energy storage systems
- Hybrid and high-capacity storage systems
- Seasonal storage solutions
- Battery Management Systems
- Energy management systems (Devices and applications)
- Energy network/infrastructure cybersecurity
- Renewable energy generation (wind, geothermal, biowaste, other)
- PV modules technology including building integrated PV
- Hydrogen ecosystem technologies (electrolysis, storing, transporting, power generation)
- EV Charging solutions and Communal energy management
- Space heating and load management
- Grid services and VPP
- Consumption/production optimization and tools (software and hardware)
- PV systems auditing/management/optimization and maintenance applications

3.3.6. Challenge F:

3.3.6.1. The Challenge Name: Greener Materials, Packaging, and Supply Chains for Biotech and Semiconductors

3.3.6.2. Partner Organization: Merck (“**Merck**”)

3.3.6.3. The Challenge Prize: The Winner of this Challenge will receive a cash prize of USD 40,000 (see the conditions in Section 9 below).

3.3.6.4. Number of possible Winners: One (1).

3.3.6.5. Eligibility criteria & solution areas:

Merck is looking for solutions to improve the sustainability of its research and biotech production and semiconductor production, including in the following areas:

1. Green Chemistry
 - Greener solvents, surfactants, etc.
 - New compounds that replace REACH-affected chemicals
 - Sustainable alternatives for “forever chemicals” (e.g. per-fluorinated compounds)
 - Bio-privileged molecules
2. Sustainable Supply Chains
 - Tier 1/2/3 supplier transparency
 - Scope 1, 2, 3 emissions reduction of suppliers
 - Chain of custody (e.g blockchain technology)
3. Plastic Degradation
 - Biological/enzymatic/microbial degradation
 - Chemical degradation
 - Physical degradation
4. Sustainable Packaging
 - Isolation packaging
 - Chemical packaging
 - Regulated pharma packaging
 - Plastics alternatives (bio-degradable, bio-based, renewable, by-product-based, recycled, etc.)
5. Sustainable Semiconductor Production
 - Energy efficiency at tool, manufacturing process, and supply chain levels
 - Water sustainability technologies to enable increased manufacturing process efficiencies, reclamation, reuse, and restoration in industrial treatment centers
 - Material usage and sustainability, including alternative chemistries for wafer processing, materials recycling, and waste stream abatement

3.4. The Challenges information and conditions may be updated from time to time by the Organizers and/or by the Partner Organizations. Additional Challenges may be added to the Competition throughout 2022, as per published from time to time on the Competition’s Website: www.climatesolutionsprize.com.

4. Eligibility:

- 4.1. Participation in the Competition is subject to meeting all the conditions set forth in this Call for Solutions.
- 4.2. To be eligible to submit an application to the Competition, Applicants must meet the following criteria:
 - 4.2.1. Applicants must be:
 - 4.2.1.1. For-profit companies incorporated in Israel, and that have their offices and R&D teams in Israel; or
 - 4.2.1.2. For-profit ventures that have not yet been incorporated, at least one of the entrepreneurs must be an Israeli resident, and the venture must be developing its technology in Israel.
 - 4.2.2. Applicant must own full legal rights to the intellectual property used in the Submission by the Applicant and by all the members of the group who contributed to the Submission (the “**Group Members**”), and by the legal entity on whose behalf the Applicant submit its Submission (the “**Legal Entity**”).
 - 4.2.3. To the extent that the intellectual property of a third party is used within the framework of the Submission and/or idea and/or the proposed solution, the Applicant must have that party’s express written permission to use the intellectual property. Applicants are expressly prohibited from using ideas and content that are the original work or confidential information of any other third party without such written permission. Additionally, the use of images, symbols and/or other visual means during the Competition, including the start-up presentation during the events under the Competition or the CSP Festival, will be done only after receiving written permission from the rights holders for this use and according to any applicable law.
 - 4.2.4. To the extent that any claim and/or demand concerning the infringement of any third party's intellectual property rights, or any other rights of any third party within the Submission and/or concept and/or proposed solution as presented by any of the Applicants is argued and/or filed against the Organizers and/or the JNF Canada and/or a Partner Organizations and/or their employees, directors or agents, contrary to the Applicants' obligation as stated above, the Applicant will compensate the Organizers and/or the JNF Canada and/or the Partner Organizations, immediately upon their first demand, for any expense and/or payment (including legal expenses) and/or damage and/or loss and/or lawsuit and/or demand as stated, and this without detracting from any of the other rights of the Organizers and/or the JNF Canada and/or a Partner Organizations under any law.
- 4.3. Applicant is subject to meeting all the conditions set forth in this Call for Solutions, and the conditions of at least one of the Challenges as described in Section 3, and any other rules and/or conditions set by the Organizers.

4.4. By clicking the "I accept" button below, the Applicant confirms that the Applicant has read this Call for Solutions and agree that the Applicant, all the Applicant Group Members, and/or the Legal Entity are bound by its terms, and that such acceptance will be the equivalent of a signature on this Call for Solutions. Applicant also represents that he/she is authorized to execute this Call for Solutions for the Legal Entity on whose behalf they are accepting the terms of this Call for Solutions, and on behalf of all other Group Members.

4.5. Applications statements:

4.5.1. By participating in the Competition, each Applicant agrees and declares to the Organizers that:

4.5.1.1. All the details it gave are correct and accurate.

4.5.1.2. The Applicant consents to the use and disclosure of full application and information included in the Submission at the time of application, for purposes of relevance review and/or funding decisions.

4.5.1.3. The Organizers and/or its affiliates and/or the JNF Canada and/or the Partner Organizations will publicly acknowledge all finalists and Winners and display basic information, such as name, short description of the company, photograph and biographical information, on the Website (as defined below), social media and press releases, at its sole discretion.

4.5.1.4. The Applicant consents to waive and agree never to assert against the Organizers and/or its affiliates and/or the JNF Canada and/or the Partner Organizations, any moral rights that the Applicant may have in the Submission, including without limitation any rights to attribution or limitation on subsequent modification, for publicity and promotional purposes.

4.5.1.5. The Applicant represent that it is of legal age and competent to enter this Call for Solutions.

5. **Overall criteria for the review of Applications:**

5.1. The Partner Organizations leading each Challenge will establish its own internal judging committee and procedure for reviewing the submissions and selecting the Winner(s) and may apply its own criteria to the review.

5.2. The review criteria may include, but it is not limited to:

- Overall scientific and technical feasibility of the proposed solution
- Novelty and creativity
- Business potential
- Potential for proprietary position (i.e., is the technology novel or protectable)
- Quality of team – capabilities and related experience
- Maturity level of the proposal
- General impression

6. **Timeline:**

6.1. All qualifying Submissions will be reviewed by the Organizers.

6.2. **Overarching timeline:**

6.2.1. Applications Open: March 1 to May 25, 2022.

6.2.2. Applications Reviewed: May 26 to October 25, 2022.

6.2.3. Applications reviewed by Partner Organizations: June 2022.

6.2.4. Shortlisted companies by Partner Organizations invited to Pitch Event: July 2022

6.2.5. Winners announced: Oct 25 - Oct 27, 2022.

6.3. All the Challenges' judging procedures will conclude with the announcement of the Winner and the awarding of the prizes during the CSP Festival, unless determined otherwise in this Call for Solutions.

6.4. Applicants may be invited to present their pitches to a live or Internet audience during the review process, as well as during the CSP Festival, either as part of individual events or a ceremony.

7. **Submission, Application Form:**

7.1. Submissions to the Competition are sent via the Competition's website (the "**Website**"): www.climatesolutionsprize.com.

7.2. Submissions will be submitted in English only.

7.3. Applications must include all the required fields in the application form.

7.4. The application process includes validating the information of the Applicants company or venture's existing profile on the Website startupnationfinder.org or creating a new profile for the Applicants company or venture in case it does not yet exist.

7.5. Only full Submissions will be accepted and considered for the Competition, and it is the responsibility of the Applicant to make sure that the details are complete and correct before submitting them.

7.6. Applications include the option of opting-out from specific Competition Challenges that are not of interest or relevant to the Applicants. If Applicants opt-out from a Challenge, then their application will not be channeled to that Challenge.

7.7. Qualifying Applicants will be channeled to the relevant Challenges as per the Organizers' sole discretion. The application may be channeled to multiple Challenges at the same time.

7.8. Applicants that do not meet the eligibility criteria of the Competition will not be channeled to any Challenge, as per the Organizers sole discretion, and will be notified by email.

7.9. All communications from the Applicant, including the Submission, are on a non-confidential basis, and may be sent to third parties, including without limitation consultants and/or employees of Organizers and/or the JNF Canada and/or the Partner Organizations and/or others.

- 7.10. The Applicant agrees that Organizers can email you information relating to the Competition, the Festival, or events and opportunities related to climate-tech.
- 7.11. Applicants will be notified via email that their Submission has been channeled to one or more of the Challenges, and if additional information is needed during the review process.

8. **Conditions of Funding the Investment Prize (Challenge A):**

- 8.1. The Winner of the Capital Nature Investment Challenge (Challenge A) shall be entitled to receive the Investment Prize led by Capital Nature. The Investment Prize consists of an equity investment opportunity of \$1 Million USD led by Capital Nature Ltd., subject to completion of corporate approvals, successful due diligence and the signing of the SAFE Agreement. The SAFE Agreement (simple agreement for future equity) shall include a discount of 20%, information rights, board member right, preemptive rights, and MFN. The cap of such SAFE shall be determined together by the Partner Organization and the Winner.
- 8.2. The Investment Prize, and any financial contribution associated with the investment, will be paid directly by Capital Nature and an additional investor, if applicable and relevant, to the Winner. The Organizers do not bear any responsibility for any financial or non-financial commitments of the Investment Prize, or any other types of prizes made by Capital Nature and an additional investor (if applicable and relevant) and will not bear any responsibility in this regard.
- 8.3. The financial contributions are subject to the availability of funds. The Organizers will make commercially reasonable efforts to maintain the level of the prize as advertised, but the Organizers and Capital Nature do not guarantee that the monetary or other non-financial commitments will be received. Should funding levels not be available or decreased due to unforeseen circumstances or for any other reason, the Organizers and Capital Nature reserve the right to reduce, defer or suspend the prize, and are not liable for any shortfall.
- 8.4. The Partner Organization's willingness to offer the Investment Prize to any particular Applicant is based upon, inter alia, considerations pertaining to the practicability of the Applicant's venture and the feasibility of its Submission. Therefore, in the event Partner Organization reasonably concludes that none of the Submissions are satisfactory in respect to quality or stage of development, and substantially do not meet the minimal criteria for investments by Partner Organization, then it shall not be obligated to elect a Winner or offer the Prize. Applicants waive any claim or demand it may have against Partner Organization in such respect. In the event that the Partner Organization determine that there is no suitable Applicant to be chosen as the Winner and/or to be offered the Prize, the Partner Organization shall provide a written explanation detailing the reasons for its decision to each of the Finalists, and in the event that no Finalists were chosen, as to the top 3 Applicants of the Shortlisted companies pitching at the Startup Showcase Event.

8.5. It is the Winner's sole responsibility to pay any required taxes associated with the winnings, as per the law of the State of Israel or other applicable law.

9. **Conditions of Funding Cash Prizes for the Winners of the Challenges B, C, D, E and F:**

9.1. The Winners of Challenges B, C, D, E and F will be awarded a non-refundable grant (cash prize), transferred to them by the Organizers. The transfer will be conducted after the Winner receives a written confirmation of winning the Challenge, and after the announcement is made public during the CSP Festival.

9.2. The amount of the cash prize of each of the Winners is defined in Section 3 above.

9.3. Payments will be made to the bank account whose details will be provided by the Winners. Winners must specify only one bank account information. In the case of a Winner venture that is not yet incorporated as a company and is led by multiple entrepreneurs, then they must select a representative to receive the award on behalf of all (the "**Representative**"). The Organizers and/or the Partner Organizations will not bear any responsibility in connection with the distribution of the prize among the various entrepreneurs after it has been transferred to the Representative.

9.4. The use of the prize money is not limited, and the Winners will be given absolute discretion to do with the prize money as they see fit.

9.5. It is the Winner(s) sole responsibility to pay any required taxes associated with the winnings, as per the law of the State of Israel or other applicable law.

9.6. The cash prizes are subject to the availability of funds. The Organizers will make commercially reasonable efforts to maintain the level of prizes as advertised, but the Organizers do not guarantee that the funding or other non-financial commitments will be fulfilled. Should the funding in relation to the prizes, as detailed above, are not available or decreased due to unforeseen circumstances or for any other reason, the Organizers reserve the right to reduce, defer or suspend the prizes, and are not liable for any shortfall.

10. **Intellectual Property:**

10.1. Unless otherwise agreed between the Partner Organization leading a Challenge and the Applicants (including, but not limited to, the Winner and the Finalists), nothing in this Call for Solutions shall be regarded as transfer of any of Applicants' Intellectual Property rights to the Partner Organization or anyone on its behalf, and each Applicant will retain exclusive interest and ownership of its Intellectual Property.

- 10.2. The Applicants may sign an NDA with the Partner Organization during the review process. The NDA will be negotiated directly between the Partner Organization and the relevant Applicant.

11. **Miscellaneous:**

- 11.1. The Organizers reserve the right to update this Call for Proposal and the terms of the Competition and the Tracks, at their sole discretion, in a notice that will be published on the Competition's Website, and a notice that will be sent to the relevant Partner Organizations. Notwithstanding the above, changes to sections 3 and 8 to this Call for Proposal shall be done in coordination with the relevant Partner Organization.
- 11.2. The Organizers will be entitled, in consultation with the relevant Partner Organization, to disqualify participants from participating in the Competition and/or cancel the winnings of participants if, in their opinion, they act in improper ways, and also reserve the right not to award the prize to winning participants if it is found that those participants acted dishonestly and/or incorrectly.
- 11.3. In the event of any inconsistency between the provisions of these Call for Solutions and other publications regarding the Competition or the Tracks, the provisions of this Call for Solutions shall prevail, for all intents and purposes. Notwithstanding the above, if the Organizers issue additional terms which are stated explicitly to be added to this Call for Solutions, such additional terms will prevail, provided that a notice of such additional terms was published on the Website and a notice that was sent to the relevant Partner Organizations.
- 11.4. The Organizers and/or those on their behalf have the full exclusive right and discretion to change the dates specified in this Call for Solutions and the rules set forth therein, including by terminating the Competition, provided that, the Organizers provided each relevant Partner Organization with a written notice to that effect. If the Applicant continues with the Competition after any changes in the Call for Solutions, the Applicant will be bound by those changes.
- 11.5. The law applicable to the Call for Solutions and all that derives from it is Israeli law only. The exclusive jurisdiction is given to the competent courts in the Tel Aviv-Yafo, Israel.
- 11.6. The Applicant's participation in the Competition and the Applicant's use of the Competition content, the website and/or the prize are at the Applicant's sole risk and such is provided "as is" and "as available".
- 11.7. For the avoidance of doubt, it is clarified that the above prizes are the full and exclusive reward for winning the Challenges. These awards include any expense, tax or other mandatory payment involved in its award. Any tax applicable to the payment of the winning amount, will be borne by the Winner alone. The Organizers and/or the applicable Partner Organization will be entitled to transfer to the tax authorities, if required to do so by law or by a competent authority, the details of the Winner

and/or to deduct any withholding tax to the extent they are required to do so by law or by a competent authority.

- 11.8. By applying, the Applicant agrees to release and hold harmless the Organizers and each Partner Organization and their subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) the Applicant's participation in the Competition and/or its acceptance, possession, use, or misuse of the prize or; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service.