

## **Impact Awards 2023, 2<sup>nd</sup> edition by EAE Business School – Rules of Entry**

### **INTRODUCTION**

EAE Business School (hereinafter “Organizer” or “EAE”), organizes the “Impact Awards” (hereinafter “Event”) in the framework of 4YFN Barcelona (hereinafter “4YFN”).

4YFN is an event focused on promoting innovation and entrepreneurship in the mobile ecosystem. A wide program of conferences, workshops, pitches, and expert meetings are offered, designed to cater to all the needs of the mobile entrepreneurial environment. The Event will gather the best mobile industry leaders, successful entrepreneurs, and digital experts along with renowned accelerators, incubators, and investors.

EAE Institución Superior de Formación Universitaria, S.L. (EAE Business School) is a Spanish company, with corporate registration number B64273956 and registered address in Barcelona (DP 08034) Spain, at Avinguda Diagonal, 662-664.

### **IMPACT**

Together with excellence, creating an impact has been one of the guiding principles of EAE Business School since its inception.

In a context of economic frailty, demonstrating a tangible and measurable impact is essential. The EAE and its extended community is characterised by a focus on results and on achieving long-lasting impact in the way it approaches and manages innovation. It is therefore critical that the community demonstrates substantial impact at the socioeconomic level over time, and significant progress towards achieving its mission and objectives.

As per the EU guidelines, the Knowledge and Innovation Community (KIC) should harvest intellectual, human, material, and financial resources to create valuable outputs such as innovation communities, high quality curricula, startups, innovative products, services, technologies, through which it develops and sustains value-added business, enhances competencies necessary for innovation and entrepreneurship, and for developing solutions to major societal challenges.

A KIC is expected to create the following impacts:

- technological/economic/innovation impact by influencing the creation and growth of businesses, as well as the creation of new innovative solutions to address the global challenges, creating direct and indirect jobs and mobilising additional public and private investments;
- scientific and educational impact by strengthening human capital in research and innovation, enhancing innovative and entrepreneurial skills both at individual and organisational levels and fostering the creation and diffusion of knowledge and innovation openly within society;

- societal impact, including the impact derived by the delivery of systematic solutions within and beyond the EAE Community, also through Cross-community activities, by addressing EU policy priorities in the Cultural and Creative Sectors and Industries (CCSI) through innovative solutions, engagement with citizens and end-users and by strengthening the uptake of innovative solutions in these areas in society.

## **THE IMPACT AWARDS**

The Impact Awards is a global startup competition aimed to find the best impact startups around the globe and will take place in the framework of 4YFN at MWC Barcelona 2023.

### **Format**

The Impact Awards finale will take place on Tuesday 1st March 2023 at 12:30 pm on the Discovery Stage. Five (5) Finalists will be invited to pitch on stage. After the pitches, the winner (hereinafter, “Winner”) will be decided by a secret ballot by jury members and will be announced on the stage at the end of the session. From among the Finalists, only one start-up will be the overall winner.

## **HOW TO JOIN THE IMPACT AWARDS (application process)**

To enter the Impact Awards, eligible entrants must provide accurate information and upload their projects using the form available at the Impact Awards website compliance with these Impact Awards Rules and Regulations and according to the instructions set forth on the Website. Any individual or organization that submits information or a project in connection with the Impact Awards is an applicant (hereinafter, “Applicant”). An entrant is an Applicant whose submission is deemed in compliance with all the Organizer’s terms and instructions and is therefore accepted for competition by the Organizer (hereinafter, “Entrant”). All terms contained herein which reference the Applicant continue to apply should the Applicant meet the criteria to become an Entrant. All materials submitted by Applicant to the Organizer in relation to the Impact Awards constitute the project (hereinafter, “Project”).

Participation in the Impact Awards constitutes Applicant’s full and unconditional agreement to these Impact Awards Rules and Regulations and decisions of the Organizer, which are final and binding in all matters related to the Impact Awards. Winning a prize is contingent upon Applicant fulfilling all requirements set forth in these Impact Awards Rules and Regulations.

Once the Project is received, the Organizer will notify the jury members and verify that the entry was received in compliance with the Impact Awards Rules and Regulations, or if further information or clarification is required. The jury members, with the support of the Organizer, will review all validly submitted entries and make a final determination of the Entrants that will be invited to the Event as Finalists.

## **SELECTION OF PROJECTS**

All Projects will be screened for eligibility in line with the following criteria:

- All required application forms are submitted in English and prior to the announced deadline.
- Projects are submitted by start-ups already incorporated and duly registered with no more than seven years of existence (early-stage ventures). EAE has decided to increase the period from five to seven years, to take into account the two years of business disruption due to the pandemic.
- Submitted projects must be making a difference and have a positive impact in our world.
- Submitted project must be solving one or more UN Sustainable Development Goals Fit.
- Representatives must have high-level English language skills, as the competition process will take place in English.

Following eligibility screening, the Finalists will be selected by the jury members. The jury will use the following criteria in selecting the Finalists:

- Ventures from any sector, creating a demonstrated impact at the socioeconomic level and in the environment
- Innovation: extent, uniqueness, proprietary rights, and centrality of the project.
- Impact: solving one or more UN Sustainable Development Goals.
- Fit: with the team, the initial markets, the resources available.
- Scalability and potential for growth.
- Potential for financial return.
- Ventures do not contradict EAE, [Co-organiser] and GSMA values, initiatives, and principles.

## **CALENDAR**

### Registration period

The Impact Awards registration is open from November 21<sup>st</sup>, 2022, and closes January 30<sup>th</sup>, 2023 23:00 CET (the “Registration Period”). Entries sent outside the Registration Period will not be accepted or considered.

The Organizer reserves the right to extend, modify or cancel the application process or Registration Period. Any change will be posted on the EAE registration website and communicated to Entrants.

### Selection process

Following the closing of the Registration Period, the projects will be screened for eligibility by the Organisation team. Projects deemed eligible will be analysed by the jury members who will choose the Finalists.

### Finalist announcement

The Finalists will be contacted by February 8<sup>th</sup>, 2023. The Organizer will contact the selected finalists via message through the e-mail address provided on the entry form informing the Entrant of its selection. The prospective finalist must expressly agree to become a Finalist of the Impact Awards.

If the prospective finalist does not agree to become a finalist within TWO calendar (2) days of the notification email, the Organizer will disqualify said Entrant. Organizer reserves the right to select another finalist at that time. The Organizer reserves the right to extend the said confirmation period of two calendar (2) days at its own discretion.

A prospective finalist may be required to execute and return an Affidavit of Eligibility, Release of Liability and, unless prohibited by law, Publicity Release. If a prospective finalist cannot be contacted within the specified time, fails to respond within the specified time of two calendar (2) days, fails to sign and return the required documentation (if applicable), or has not properly completed the items required for entry, the prospective finalist forfeits all rights in and to the prize and the Organizer shall be entitled to select an alternative finalist. Acceptance as a Finalist and receiving a prize are contingent upon compliance with these Impact Awards Rules and Regulations.

The public announcement of the finalists on the EAE Business School website Impact Space will take place on February 17th, 2023.

### Impact Awards Finale

The finale of the Impact Awards will be held during the 4YFN Barcelona 2023 event.

On March 1st, 2023 at 12:30 pm, the Finalists will pitch their entries at 4YFN Barcelona in Discovery stage in the finale in front of a live audience that will include investors, business executives, entrepreneurs, government officials, and the general public. All individuals entering 4YFN Barcelona are required to meet all terms of entry, including acceptance of the 4YFN Barcelona Attendee Terms and Conditions and any other requirements from the Organizer.

After the pitches, the Winner will be decided by a secret ballot by jury members and will be announced at the stage at the end of the session.

The Organizer reserves the right to modify these rules, amend the terms applicable to the Impact Awards, cancel and/or change the date and time of the Impact Awards shows. Any such changes will be communicated to the relevant parties.

### PRIZES

The Impact Awards designate prizes for the Winner and Finalists. Prizes are subject to change at the discretion of the Organizer. Any changes to prizes will be updated on the website.

Each Finalist will receive the following:

- Pitch Opportunity at the 4YFN Discovery Stage in front of Spanish and international impact investors
- Meet international press for promotion of the finalists' projects
- One dedicated highlight article on EAE and [Co-organiser] website during 4YFN Barcelona
- Mentions on social media and newsletter
- Invite to the 4YFN VIP Activity
- EAE certificate of participation

The Winner will receive the following:

- Complimentary passes for Mobile World Congress Barcelona 2023\*\*Meet international press for promotion of the winning project.
- EAE promoted events highlighting the company and interactions with the investor community in Spain, both on the Madrid and Barcelona campuses.
- A dedicated article as a winner published on EAE and [Co-organiser] website and included in newsletter and across social channels.
- Mentions on social media and newsletter during and after 4YFN 2023.

\*\*Entry to any event, including 4YFN or GSMA events, is contingent on acceptance of and compliance with the relevant event's applicable attendee terms and conditions, and all directions and requirements of the event organizer as may be provided from time to time.

All federal, state, and local taxes associated with receipt of any prize or benefit and all other costs and expenses associated with the acceptance and use of a prize or benefit shall be the sole responsibility of the recipient. All prizes are awarded "as is" with no warranty or guarantee, either expressed or implied. Prizes are not transferable to any other person or organization in whole or in part, redeemable for cash or substitutable except by the Organizer, which reserves the right to substitute prizes of comparable or greater value, at its sole discretion. All prize details (including without limitation, method, and location of delivery of the prize, brands, and other variables) are at Organizer's sole discretion.

The Organizer reserves the right to award no prize if the submitted Projects do not meet the minimum criteria for quality.

The Organizer may, but is not obliged to, modify, or include additional prizes that will be updated at the Website, if any. Organizer's obligations regarding award of the prize shall conclude when the prize is awarded to the applicable recipient.

The prizes are subject to these Impact Awards Rules and Regulations and will not be replaced by cash. The prizes are subject to modification only at the discretion of the Organizer. If a Finalist or Winner rejects a prize, no alternative gift will be offered. Each prize is personal and not transferable. The sale or marketing of prizes is prohibited.

Without limiting in any way, the consumer rights recognized by any applicable regulations, the Organizer is not liable for the negligent or illegal use of any prize by a Winner or Finalists.

Prizes may be subject to additional terms and conditions of the party providing the gift or prize. The Organizer is not liable or responsible for any restrictions or limitations that may prohibit a recipient from being eligible for, or able to accept or use, any prize. Further, in the event a recipient is not eligible for, or able to accept or use a prize, no alternative gifts or prizes will be provided.

## **PARTICIPATION DETAILS**

Submitted Projects must be the original work of the Applicant and must be entered by either an individual of legal age, teams are not accepted. The identity of the Applicant must be capable of verification through official documents (ID, passport, driving license, business documents, etc.) which will be provided to the Organizer immediately on request.

Without limiting in any way the consumer rights recognized by any applicable regulations, the Organizer is not responsible for the loss or delay of an attempted Project submission due to any interruption, temporary lack of availability or continuity in operation, transmission problem, loss of information, fraud, network error, software malfunction, access, or communication or response error. The Organizer is not responsible for the loss, delay, or change of Event due to technical problems or problems of any other nature not attributable to us, beyond our control or attributable to network operators, providers of intermediary services, postal or message services, or third parties. The Organizer shall be exempt from any obligation or compensation to the participants if for reasons of force majeure or legal imperative the Event must be cancelled or suspended.

Each Applicant may enter a maximum of one time. Applicants must have access to the Internet as the Impact Awards can only be accessed online. Applicants must provide a valid e-mail address. Where an Applicant submits more than one entry, only the last submitted entry will be considered.

Neither any Applicant nor any family members, ascendants, descendants, or partners, may enter as a contestant if an individual has taken part in organizing the Impact Awards or is an employee of the Organizer.

By entering the Impact Awards, Applicants represent and warrant that the Applicant holds all right, title and interest in the Project, that the information contained is accurate and complete, and that by submitting the Project to the Organizer Applicant is not and will not be violating any contract or third-party rights including any patents, copyrights, trade secrets, proprietary or confidential information, trademarks, or rights to privacy including personal data. The Organizer shall not be liable for any violation of any rule or third-party rights by Applicants, and Applicants assume the obligation to hold the Organizer free of liability in such an event. Should the Organizer discover or suspect that there has been plagiarism, third party rights have been violated or projects entered have not been created by their purported author or authors, the Organizer reserves the right to eliminate the Project, and Applicant or Entrant, from the Impact Awards. Similarly, the jury reserves the right to disqualify any Project that, in its sole judgment, violates the letter or the spirit of the Impact Awards Rules and Regulations, guidelines, processes and rules of the Impact Awards. The jury members' decisions are final and binding.

The Organizer is exempt from all liability, penalty, claim, demand or civil, commercial, criminal, administrative proceedings, including compensation of any kind and/or nature, expenses, costs (expressly including attorneys' fees and solicitors).

The decision of the jury members on the Finalists and Winner is final and the Organizer will not enter into any correspondence about the results. The Organizer accepts no responsibility for submissions which are lost, misdirected, illegible, late, mutilated, altered, or lost for any reason.

#### Location

The Impact Awards finale pitches will be held in [Hall 8.1] of Fira Gran Via.

#### Attendance finalists

In order to participate in the final, all Finalists must attend the conference events scheduled from February 27th to March 2nd, 2023. The details of these events will be communicated to the Finalists sufficiently in advance.

## **CONFIDENTIALITY**

Any and all materials submitted, including business plans, must be appropriate for public dissemination. Submissions must not include any confidential information that the Applicant does not wish to make public. Due to the nature of the Impact Awards, the Organizer will not be held responsible for the confidentiality of the business plans and their content.

## **DECLARATION AGREEMENT**

Each Applicant agrees to:

- Attend the Event if selected, make a public presentation of their business plan, and participate in the informal presentations and discussions with interested parties at the designated place;
- Follow all of the Impact Awards Rules and Regulations and instructions of the Organizer, and accept the Organizer's decision; and
- Meet all deadlines.

Any failure to meet deadlines or comply with the procedures expressed in these Impact Awards Rules and Regulations will disqualify the Applicant/Entrant from the Impact Awards. Similarly, any misrepresentation, fraud, or infringement of intellectual property or third parties' rights, will result in immediate disqualification, and, if applicable, the obligation to return all prizes.

## **INTELLECTUAL PROPERTY**

The Organizer may publish any and all information submitted by the Applicant (including but not limited to all Project materials and fields requested in the application form that do not contain information of personal nature) at any time, in any media and for any reason, including without limitation, publishing Project materials or the publication on any of its websites or any social networking website, or in any advertising or promotional campaign.

Applicant hereby grants a non-exclusive, royalty-free, irrevocable, for the maximum period of validity in each territory, transferable, worldwide license to the Organizer to use Applicant's Project, logo, and contact information for any purpose, including without limitation for advertising and promotion of Organizer's activities.

Additionally, by entering, Applicant authorizes the Organizer to:

- Capture Applicant's image, voice and/or statements during the Event as well as during any prior or subsequent act which is directly or indirectly related thereto;
- Reproduce and/or fix the above, in whole or in part, on audio-visual, video-graphic, photographic or paper, among other forms;
- Use for promotional purposes the image (including the voice and name) and the Project of the Applicant, through any method or medium that the Organizer deems appropriate (including,

by way of illustration and not limitation, brochures, newspapers, magazines, books, and Internet), all without geographical or temporary limitation.

## **DATA PROTECTION**

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and with Organic Law 3/2018, of December 5, of Protection of Personal Data and Guarantee of Digital Rights (LOPD), EAE Institución Superior de Formación Universitaria S.L. (hereinafter, EAE) will be responsible for the processing of the personal data that the participant provides in accordance with the "Participation Details" section of these Rules of Entry, as well as those others that are provided throughout the participation in the Impact Awards.

In order to participate, interested parties must provide all the data referenced in the section "Participation Details" of these Rules of Entry. If they do not provide the indicated data, they will not be able to participate.

EAE will process the above-mentioned data for the purposes of (i) managing the participant's registration, (ii) evaluating the Project and, in case of being a finalist, (iii) confirming the presentation of the Project to the Impact Awards, (iv) contacting, when necessary, to communicate relevant information about the Impact Awards and (v) awarding the prize, in case of winning.

The legal basis for the processing of the aforementioned data for the purposes indicated above, is the execution of these Rules of Entry, freely accepted by the participant previously.

Additionally, and only when the finalists have signed the granting of their consent to do so, EAE:

- will process the data relating to the name and image of those in order to spread information of the results and presentation of the projects.
- will treat the image and voice of the finalist to manage their participation in communication actions such as the presentation of the project, interviews, video recording and publication in EAE's press and digital media.

The aforementioned consents will be requested from the finalist through the corresponding authorization.

In no circumstance, EAE will use personal data for profiling, or for automated decision-making based on such profiling.

EAE will keep the personal data relating to participants for the duration of the Impact Awards, and after it ends, the data will be kept duly blocked, preventing their treatment, the time

during which some type of responsibility arising from the treatment of the same could arise, being, subsequently, deleted.

Notwithstanding the foregoing, the data processed (including the image and voice) for the purpose of spreading information of the results and presentation of the projects and / or to manage participation in communication actions such as the presentation of the project, interviews, video recording and publication in press media and digital media of EAE, will be kept while the finalist does not revoke the consent, if any, granted.

The personal data of the participants will not be transferred to third parties and no international transfer of such data will take place.

All interested parties may exercise their rights of access, deletion, rectification, limitation, objection to the processing of their data and portability, as well as revoke the consents, if any, granted, by means of a communication addressed to EAE Institución Superior de Formación Universitaria S.L., PO Box 221 de Barcelona or by sending an email to [lopd@eae.es](mailto:lopd@eae.es).

Likewise, when you consider it appropriate, you may file a claim with the Spanish Data Protection Agency, especially if you consider we have not duly satisfied the exercise of your rights.

All interested parties may also contact EAE's Data Protection Officer by writing to [dpo@planeta.es](mailto:dpo@planeta.es) or Grupo Planeta, At.: Data Protection Officer, Avda. Diagonal 662-664, 08034 Barcelona.

## **CONDITIONS OF PARTICIPATION**

Acceptance of a position as Finalist, or Winner constitutes permission for the Organizer and its designees to use details of the Entrant including company name, company logo, and/or likeness for purposes of advertising and trade in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law.

By participating, Applicants agree to: (i) be bound by these Impact Awards Rules and Regulations and the decisions of the Organizer, which are final and binding in all matters; and (ii) release, discharge and hold harmless Organizer, GSMA Ltd. and each of their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents, attorneys and representatives (collectively, the "Released Parties") from any and all claims and liability whatsoever for any injuries, losses or damages of any kind resulting from the acceptance, possession or use of a prize (including any injuries resulting from use of a prize) or participation in the Impact Awards to the fullest extent permitted by applicable law.

Limitation of Liability: As a condition of participation, Applicant agrees that: (i) Applicant waives all rights to claim indirect, punitive, incidental, consequential, or any other damages, other than actual out of pocket expenses, if any; (ii) all causes of action arising out of or connected with the Impact Awards, or any compensation or credit to be provided, shall be resolved individually, without resort to any form of class action; and (iii) except as otherwise limited by law, the Organizer's total aggregate liability under these Impact Awards Rules and Regulations is limited to \$1,000 USD. Organizer is not

responsible for any computer or network malfunctions which may occur of any kind, whether human, mechanical, or otherwise, any failed, lost, returned, or misdirected communications or submissions, relating to or in connection with the Impact Awards, for any incorrect or inaccurate information, howsoever caused.

**Choice of Law:** The Impact Awards shall be governed by the substantive and procedural law of the Kingdom of Spain. By participating in a Impact Awards, Applicants irrevocably agree that the courts located in Barcelona shall have personal jurisdiction over any dispute or litigation arising from or relating to the Impact Awards and that venue for a legal dispute shall only be the courts located in Barcelona, Spain.

**Rules/Winner's Lists:** For a copy of the Impact Awards Rules and Regulations, please contact us on [info@eaeinvierte.es](mailto:info@eaeinvierte.es).

**Disqualifying Acts:** Persons who tamper with or abuse any aspect of the Impact Awards or who are in violation of these Impact Awards Rules and Regulations, as solely determined by Organizer, will be disqualified and their entries deemed void. Any attempt to damage any web site or undermine the legitimate operation of the Impact Awards is a violation of criminal and civil laws, and should such an attempt occur, Organizer reserves the right to seek damages from any such Applicant to the fullest extent permitted by law.

**Trademarks:** Organizer will grant to the Winner a royalty-free, non-exclusive, revocable license to use and reproduce the "Impact Awards Winner, 2023" logo solely for a term extending from 27 February 2023 through 2 March 2023. All resulting goodwill shall vest in Organizer or its licensors. The winner shall comply with any guidelines for the use of the Organizer trademarks issued by Organizer. Winner acknowledges and agrees that title to the Organizer trademarks shall remain vested in Organizer and/or its licensors at all times. Winner shall indemnify Organizer for any loss which Organizer suffers as a result of a claim by a third party arising out of improper use of the trademarks in breach of this licence by the Winner. Winner warrants that all Organizer trademarks will be accurately replicated. The use of Organizer trademarks is granted exclusively to the Winner and may not be assigned to a third party without the prior written consent of Organizer. Organizer's trademarks shall not be used again for any purpose whatsoever without written authorization from Organizer. The Winner will immediately stop using the Organizer trade marks at the request of Organizer on 2 March 2023.