



**GLOBAL LEAP
OUTSTANDING OFF-GRID
APPLIANCE AWARDS**

**2016-2017 Off-Grid Refrigerator
Competition & Innovation Prize
Official Rules**

Global Lighting and Energy Access Partnership (Global LEAP™) Outstanding Off-Grid Appliance Awards 2016-2017 Off-Grid Refrigerator Competition & Innovation Prize “Official Rules”

1. Description.

The Global Lighting and Energy Access Partnership (“Global LEAP”) Outstanding Off-Grid Appliance Awards Competition & Innovation Prize (individually, the “Competition” and “Innovation Prize”; collectively, the “Global LEAP Awards”) seeks to transform the global market for off-grid appliances by recognizing and rewarding the most energy-efficient, highest quality off-grid refrigerator products. As a Clean Energy Ministerial initiative, Global LEAP seeks to advance global clean energy access policy goals by harnessing the power of marketplace competition to drive technical and market innovations in the off-grid appliance sector. The inaugural Global LEAP Awards were announced in May 2014 at the 5th Clean Energy Ministerial in Seoul, Korea, and featured off-grid LED luminaires and televisions. The second Global LEAP Awards were announced in June 2016 at the 7th Clean Energy Ministerial in San Francisco, USA, and featured off-grid televisions and fans.

This Global LEAP Awards Competition will focus on super-efficient off-grid refrigerators, and will recognize commercially-available products that demonstrate a strong balance of energy efficiency, quality, affordability, and off-grid appropriateness. The Innovation Prize, a component of the Competition, consists of a cash reward that will be awarded to up to three (3) commercially-available OR late-stage prototype products that demonstrate market-leading technical and/or design innovation in energy efficiency, off-grid appropriateness, and overall value.

The Collaborative Labeling and Appliance Standards Program (“CLASP”) serves as the “Awards Operating Agent” and “Administrator” for the Global LEAP Awards. The Global LEAP Awards Off-Grid Refrigerator Competition is supported by the U.S. Agency for International Development (USAID) through the *Scaling Off-Grid Energy: A Grand Challenge for Development* initiative, the U.K. Department for International Development’s [Ideas to Impact Programme](#), Power Africa’s [Beyond the Grid](#) initiative, and the U.S. Department of Energy.

RULES FOR REFRIGERATOR COMPETITION & INNOVATION PRIZE

2. Who Should Apply?

- (a) Manufacturers,
- (b) Associated distributors, or
- (c) Designers

of refrigerators intended for use with off-grid power systems (e.g., low-voltage DC systems, AC or DC mini-grids) (the “Products”) are invited to submit applications (collectively the manufacturer and any other eligible nominating party are referred to as “Nominators”). All Nominators are responsible for their nominations. For nominations from distributors, a supporting letter from the manufacturer (“Nominee”)

that confirms its support for the Product nomination must be included with the submitted materials. There is no cost to submit a nomination.

All eligible commercially-available refrigerators nominated for the Global LEAP Awards will be considered for the Competition AND the Innovation Prize. Late-stage prototype Products that are not yet commercially-available will be considered for the Innovation Prize only, and will not be eligible for the Competition or the affiliated Global LEAP procurement incentives program.

Products eligible for the Competition AND Innovation Prize must:

- (1) Be a commercially-available refrigerator OR refrigerator/freezer combination unit defined as “a refrigerating appliance with an insulated cabinet with one or more compartments that are controlled at specific temperatures and are of suitable size and equipped for household use, cooled by natural convection or a forced convection system whereby the cooling is obtained by one or more energy-consuming means (Source: IEC);
- (2) Be either:
 - a. intended for use on, and/or compatible with, off-grid energy systems (e.g., low-voltage DC systems, AC or DC mini- or micro-grids) and eligible Products should be designed to function safely and effectively within the voltage swings that are common in solar-charged, battery-based distributed energy systems. The Administrator anticipates that most Products will be designed for a nominal 12V DC application, but other voltages are eligible; or
 - b. a solar direct drive refrigerator powered by a solar electric system with no battery (Source: WHO);
- (3) Fall into one of the Categories set forth in Section 3;
- (4) Have a volume larger than 5L and be able to store at least six (6) commonly-available commercial personal beverage containers (e.g. 12 ounce soda bottles);
- (5) Include a minimum two (2) year manufacturer warranty, serviceable in one or more countries in Sub-Saharan Africa (African countries fully or partially located South of the Sahara excluding Sudan) and/or South Asia (India, Pakistan, Bangladesh, Sri Lanka, Nepal, Bhutan, Afghanistan and Maldives) (collectively, the “Territory”), to cover parts and workmanship defects;
- (6) Be available for sale, either retail or wholesale, separately from an energy system;
- (7) Be available for warehouse sampling by 24 February 2017;
- (8) Pass all safety, workmanship, durability, and environmental test protocols in accordance with the Global LEAP Off-Grid Refrigerator Test Method;
- (9) Not exceed RoHS specifications for the following six (6) toxic substances: Lead (Pb); Mercury (Hg); Cadmium (Cd); Hexavalent Chromium (Cr VI); Polybrominated Biphenyls (PBB); Polybrominated Diphenyl Ethers (PBDE);
- (10) Be intended for small retail and/or household application;
- (11) Use no Montreal-Protocol-regulated Class I ozone-depleting substances (ODS) as refrigerants; and
- (12) Use no Montreal-Protocol-regulated Class II ozone-depleting substances (ODS) (i.e., HCFCs) as refrigerants, OR have a warranty and clear implementation plan that covers reclamation and safe destruction of Class II ozone-depleting substances.

Products eligible for the Innovation Prize ONLY must:

- (1) Be a late-stage prototype refrigerator OR refrigerator/freezer combination unit;
- (2) Be intended for use on, and/or compatible with, off-grid energy systems (e.g. low-voltage DC systems, AC or DC mini-grids);

- (3) Be available for testing by 10 March 2017;
- (4) Have a volume larger than 5L and be able to store at least six (6) commonly-available commercial personal beverage containers (e.g. soda bottles);
- (5) Pass all safety, workmanship, durability, and environmental test protocols in accordance with the Global LEAP Off-Grid Refrigerator Test Method; and
- (6) Not exceed RoHS specifications for the following six (6) toxic substances: Lead (Pb); Mercury (Hg); Cadmium (Cd); Hexavalent Chromium (Cr VI); Polybrominated Biphenyls (PBB); Polybrominated Diphenyl Ethers (PBDE); and
- (7) Use no Montreal-Protocol-regulated Class I ozone-depleting substances (ODS) as refrigerants; and
- (8) Use no Montreal-Protocol-regulated Class II ozone-depleting substances (ODS) (i.e., HCFCs) as refrigerants, OR have a warranty and clear implementation plan that covers reclamation and safe destruction of Class II ozone-depleting substances.

For the purposes of the Global LEAP Awards, “commercially-available” means that Nominators must be able to fulfill an order of no less than 500 units by 31 August 2017. For the purposes of the Innovation Prize, “prototype” means a late-stage design that is (1) built, (2) capable of being tested BOTH in a laboratory and field testing environment, and (3) will NOT be commercially-available by 31 August 2017.

Further, Eligible Products: (a) must be packaged and sold with safe operating instructions; (b) must not be in violation of another manufacturer’s intellectual property; and (c) must be available for sale to consumers, retailers, distributors, and/or manufacturers separately from a power system.

Eligible Products should be designed to function safely and effectively within the voltage swings that are common in solar-charged, battery-based distributed energy systems. The Administrator anticipates that most Products will be designed for a nominal 12V DC application, but other voltages are eligible.

USAID will conduct a responsibility determination prior to award, to ensure that award to the organization meets applicable US laws, including regulations administered by the Office of Foreign Assets Control (OFAC) of the US Department of Treasury For more information see OFAC website: <http://www.ustreas.gov/ofac>. The current list of OFAC restricted countries includes Iran, Syria, North Korea, and Sudan. However, the list of countries subject to OFAC restrictions may change, and USAID will conduct a final eligibility determination prior to award. Recipients of an Innovation Prize will be required to sign the Ideas to Impact Counter Terrorism Anti-Corruption and Anti-Slavery Declaration.

3. Award Categories

The Competition will recognize the most energy efficient and highest quality Products in seven (7) categories (individually a “Category,” collectively, the “Categories”):

Table 1: Categories for Off-Grid Refrigerator Competition

	Small	Medium	Large	Extra Large
Refrigerators	5L–50L	51L-100L	101L+	-
Refrigerator/Freezer Combination Units	5L-100L	101L-150L	151L-200L	201L+

The best performer in each Category will be declared the “Winner” for the Category.

Innovation Prizes will be awarded to up to three (3) commercially-available OR late-stage prototype products that demonstrate market-leading innovation in (1) Energy Efficiency, (2) Overall Value, and (3) Appropriate Design and User Experience.

4. Competition Period.

The nomination process for the Global LEAP Awards begins at 12:00:01 a.m. Eastern Time (“ET”) on 21 September 2016 and ends at 11:59:59 p.m. ET on 20 January 2017 (“Nomination Period”). Fully completed Nomination Forms must be received in accordance with these Official Rules during the Nomination Period to be eligible to win an award. All subsequent or incomplete nominations will be deemed void and not eligible to enter or win. Administrator’s computer is the official time keeping device for the Global LEAP Awards. Early nominations are strongly encouraged. The following chart sets forth the milestones for the entire Global LEAP Awards:

Stage	Item	Due Date and/or Timeline
Nominations	Nominations Open	21 September 2016
	Nominations Due	20 January 2017
Pre-Screening	Preliminary Finalists Selected by Expert Panel	by 10 February 2017
	Nominators Notified of Preliminary Finalist Status	by 10 February 2017
Testing & Verification of Awards Finalists	Commercially-Available Preliminary Finalist Products Available for Random Warehouse Sampling	by 24 February 2017
	All Samples Received by Test Laboratory	by 10 March 2017
	Laboratory Testing Begins	by 13 March 2017
	Laboratory Testing Ends & Winners Identified	by 31 July 2017
	Field Testing Begins	by 31 July 2017
	Field Testing Ends & Winner Identified	31 December 2017
Awards Announcements and Promotions	Competition Winners & Finalists and Innovation Prize Winners for Energy Efficiency and Overall Named	August 2017
	Innovation Prize Winner for Appropriate Design and User Experience Named	January 2018

5. How to Enter.

- A. Nomination Form. Nominators may submit more than one Product type or model, but a separate application package must accompany each submission (each a “Nomination Form”). Nominators should use the online Nomination Tool. Nominators that are unable to submit the required Nomination Form online or by email should contact the Administrator for an offline version. The

Administrator can be contacted via email at GlobalLEAP@clasp.ngo, via fax at +1 (202) 750-5601, via phone at +1 (202) 750-5589, or via post at, provided that offline applications must still be received during the Nomination Period:

Global LEAP Awards
c/o CLASP
1401 K Street, NW, Suite 1100
Washington, DC 20005
United States of America

- B. **Other Nomination Information.** All other information on the Nomination Form must be completed or the nomination will be deemed void. Nomination Forms for commercially-available Products must be accompanied by: (i) a specification sheet that states the Product’s technical requirements, and relevant performance factors); (ii) an electronic or print copy of the Product user manual and/or safety instructions to end-users; (iii) a photograph of the Product; and (iv) official documentation of the Product’s warranty. Nomination Forms for prototype Products must be accompanied by: (i) a specification sheet that states the Product’s technical requirements, and relevant performance factors; and (ii) a photograph or photographs of the product. In the case of nominations from distributors or designers, a signed letter from the Nominee that confirms its support for the Product’s nomination and agreement to be bound by the terms of these Official Rules must be included with the Nomination Form. Nominators agree to cooperate with the Administrator to supply other information regarding the Product requested by Administrator or the nomination will be deemed void. The Administrator shall have the right to place a nomination in another Category at its discretion. By submitting a nomination, all Nominators and Nominees agree to be bound by these Official Rules. Participation in the Competition is at the sole and absolute discretion of the Administrator. All nominations shall become the sole property of Administrator and will not be returned. Nominators agree and acknowledge that the information submitted in or with Nomination Forms do not contain any confidential or trade secret information. The Administrator will use reasonable efforts to maintain the confidentiality of the Nomination Forms during the period of the Competition, but Nominators acknowledge that Administrator does not guarantee that confidentiality will be maintained. Specific test results will be delivered to Nominee. The Clean Energy Ministerial, and the Administrator may use the winning and/or finalist Products for public information purposes and to promote the Global LEAP Awards via such media as websites, brochures, and events. The Clean Energy Ministerial, USAID, Ideas to Impact and the Administrator reserve the right to make public any Product specification and performance data gathered through the Competition and the Innovation Prize, and by nominating Nominators consent to this. Nominators may be included in Global LEAP, Power Africa, USAID, or Ideas to Impact’s contact databases and may receive information on their activities and Nominators agree that they want to receive such information.

6. Selection of Award Winners.

- A. **Prescreening.** A panel of expert judges (“Expert Panel”) will pre-screen Nomination Forms and select Product preliminary finalists (“Preliminary Finalists”) for each Category. This prescreening will be based upon Product data as provided in the in the Nomination Form. The Administrator will notify Nominators if their Products have been selected as Finalists by email on or before 10 February 2017. Even if selected as a Preliminary Finalist, the Administrator reserves the right to exclude from all Competition and Innovation Prize promotions any Preliminary Finalist Product that fails or performs poorly in the Laboratory Testing and/or Expert Assessment.

B. Submitting Preliminary Finalist Products for Laboratory Testing.

1. Competition. Upon receipt of Preliminary Finalist notification, Nominators must make a minimum of fifty (50) nominated Products available for random warehouse sampling. The two (2) Product samples will be packaged by the Administrator's sampling agent and will then be delivered by the Nominator to the Nominator's shipping agent of choice.
2. Innovation Prize. For all Preliminary Finalists, Nominators must ship two (2) nominated late stage prototype Products to the Administrator's designated laboratory for laboratory testing.
3. Alternatives. In the event that the foregoing sample acquisition process is not feasible, a Preliminary Finalist shall submit an alternative proposal to the Administrator for obtaining Product samples, which the Administrator may accept or reject in its sole discretion.
4. Deadline. All sampling must be completed and all Product samples must be received by Administrator's designated test laboratory facility no later than 10 March 2017.
5. Fees: The Administrator will provide further information about the fee to cover the cost of laboratory testing as it becomes available. USAID expects to be able to provide whole or partial support for product shipment and laboratory testing costs associated with the evaluation of nominated products for select participants. Provision of support will be based on a case-by-case needs assessment. The Administrator will notify Nominators of the outcomes of the assessment on a rolling basis.

C. Laboratory Testing.

Preliminary Finalist Products will be evaluated in laboratory testing based on a combination of quantitative and qualitative performance factors, as follows:

- Quantitative Factors
 - Power Consumption
 - Cooling and/or Freezing Capacity
 - Performance in Under- and Over-Voltage Conditions
 - Performance After Exposure to High Heat and Humidity
 - Total Cost of Ownership
- Qualitative Factors
 - Design and Usability
 - Innovative Features/Functions
 - Warranty (for commercially-available products only)
 - Truth in Advertising

“Truth in advertising” refers to a product's tested performance versus specified or claimed performance on key performance metrics (e.g., power consumption). Commercially-available products that badly violate “truth in advertising” norms (e.g. specified or claimed performance significantly overstates actual performance) may be excluded from the program. Prototypes will not be evaluated on “truth in advertising.” Product test results will be delivered to the Nominator on a confidential basis.

Should other performance or qualitative factors be determined to be significant to the evaluation of products, the Administrator may adjust this list at its sole discretion.

D. Field Testing.

Field testing relates to one of the Innovation Prize categories only. All Products that satisfactorily complete laboratory testing will undergo field testing to evaluate Products' design and technical performance in a real-world setting.

Products will be evaluated based on a selection of the factors listed in the Laboratory Testing section above, as well as additional user-oriented factors, including:

- Impact of Product (e.g., new revenue generated by selling chilled food and/or beverages)
- Perceived Value
- Usability

Field testing will be coordinated by Ideas to Impact, and is expected to take place in Uganda. Field testing may be subject to additional terms and conditions, as determined by Ideas to Impact. The Administrator will provide further information about this process as it becomes available.

E. Winner Selection Process. Preliminary Finalists Products will be awarded up to 100 points by means of two parallel assessments.

1. Competition

The Competition's Preliminary Finalists will be awarded up to 100 points based on the following:

- a. "Laboratory Testing": Testing of Product's power consumption and cooling performance, and certain design and quality factors, will be conducted according to the Global LEAP Off-Grid Refrigerator Test Method, a method developed referencing internationally-accepted test standards. Referenced test methods include IEC 62552 (Household refrigerating appliances – Characteristics and test methods) and WHO/PQS/E003/RF05-VP.4 (Refrigerator or combined refrigerator and water-pack freezer: Solar direct drive without battery storage).
- b. "Expert Assessment": The Expert Panel will evaluate quality, design and usability factors (e.g. options and functionality, look and feel of Product, packaging and instructions), based on data provided in the nominations and gathered through Laboratory Testing. The panel of Expert Judges will include technical, development, and off-grid industry and market experts, and may include representatives from the donor agencies supporting the Competition (e.g. USAID, U.S. Department of Energy). Expert Judges will not have personal or financial interests in, or be an employee, officer, director, or agent of any entity that is participating in the competition.

- c. Selection of Winners. Winners of the Competition (“Competition Winners”) will be identified in the following way by the Administrator awarding up to 80 points based on a formulaic assessment of “total cost of ownership” (which is based on Laboratory Testing results of power consumption and standardized Global LEAP Awards assumptions about retail price, \$/kWh, Product lifetime, and usage) and performance (which is based on the products’ (i) time to cool a standardized load to a steady state and (ii) time holding a band of acceptable temperature once power has been disconnected).

The formulaic assessment shall be Total Cost of Ownership (Product energy consumption*standardized lifetime usage assumptions [kWh]*\$/kWh) + (wholesale price*standardized retail price modifier) x Time to Cool to Steady State Modifier (where less time is better) x Time Holding Acceptable Temperature Modifier (where more time is better) = \$XXX. In this assessment, Preliminary Finalists with a lower total dollar figure will receive a higher score. This calculation will be used only for the purposes of judging the Global LEAP Awards, and its results will not be shared

The remaining 20 points will be awarded based on the Expert Assessment of the Expert Panel. A Finalist may earn two (2) points of “extra credit” for each year of its warranty beyond the required two years (see eligibility requirements), up to eight (8) total points. Nominators must provide a copy of the warranty in English. Finalists using exclusively natural refrigerants will receive three (3) points of “extra credit”.

The Product in each Category that earns the most points will be declared the “Winner” of its Category, and all other high-performing Products will be declared “Finalists.” The Administrator reserves the right to exclude from all Competition promotions any Preliminary Finalist that fails or performs poorly in the Laboratory Testing and/or Expert Assessment.

2. Innovation Prize. “Innovation Prize Winners” will be those Products that clearly demonstrate market-leading innovation, as identified by the Expert Panel based on the data and observations made during the Competition Laboratory Testing and Field Testing processes outlined above. Up to three (3) Innovation Prizes may be awarded pending the demonstration of market-leading innovation. Products may be eligible for more than one Innovation Prize. One (1) Innovation Prize is expected to be awarded for each for following product characteristics:

- Energy Efficiency based on Laboratory Testing
- Appropriate Design & User Experience based on Field Testing
- Overall Value based on Laboratory Testing

For the purposes of this program, “Overall Value” refers to the total score as determined by the Laboratory Testing and Expert Assessment process outlined herein. To allow for comparison of commercially-available products and late-stage prototypes, Nominators of prototypes will be required to provide an estimated wholesale cost along with a detailed justification of that cost. The Winner of the Innovation Prize for Overall Value will be that product with the highest total score across all competition categories.

7. Awards.

- A. Competition Winners and Finalists. Administrator anticipates that a total of up to seven (7) Competition Winners will be selected, with one Winner in each Product Category. All Preliminary Finalists that get invited for testing post-nomination, after the initial Expert Assessment and pass through testing and final expert evaluation successfully shall be referred to as “Finalists.”
- B. Innovation Prize Winners. Up to three (3) Innovation Prize Winners will receive a \$200,000 cash prize, paid by USAID and DFID’s Ideas to Impact Programme.
- C. All Global LEAP Award Winners and Finalists. A Global LEAP-sponsored communications campaign will be launched in conjunction with the awards to publicize the Winners and Finalists in the Competition and Innovation Prize, and raise consumer awareness about high-quality and energy-efficient off-grid refrigeration. Among other efforts, Global LEAP will distribute information about Winners and Preliminary Finalists to off-grid industry leaders and procurement officials.
- D. Commercially-Available Winners and Finalists. Commercially-available Winners and Preliminary Finalists will be eligible to benefit from an affiliated Global LEAP program focused on incentivizing the large-scale procurement and distribution of Global LEAP Awards winners and finalists in Bangladesh and East Africa. Further details about this program are forthcoming. For more information, please see an [overview of this program](#).

8. Award Restrictions.

Nominators and Nominees agree not to challenge or seek to register any intellectual property associated with the Global LEAP Awards, Competition or Innovation Prize. Winners will be granted a limited personal license to use the Global LEAP Awards IP to advertise and promote the award granted to the specific model of their Product for one year from the date of award. All use of the Global LEAP Awards IP must be in compliance with the guidelines published by Administrator. Nominators, Nominees, Winners and Finalists agree not to use the Global LEAP Awards IP or make any mention of winning an award that is not consistent with these Official Rules, and to immediately cease all inconsistent use upon notice by Administrator. Winners and Finalist may only promote that an award pertains to the specific Product model winning an award, and may not state or imply that the award applies to other Product models of a Winner or Finalist. Winners and Finalists may not use the Global LEAP Awards IP to state or imply that the Administrator or any other entity or person associated with the Competition endorse or are affiliated with the Winner or its Products.

9. Publicity.

Except where and as may be prohibited by law, participation in the Global LEAP Awards constitutes express permission of a Nominee and Nominator for the Administrator (and those acting pursuant to the authority of the Administrator) to use each Nominator’s and Nominee’s name and nomination for the Global LEAP Awards in advertising, trade, and publicity purposes for the Global LEAP program and the Competition in all forms of media now known or hereafter discovered or devised, worldwide, in perpetuity, without further notice, review or approval, or compensation. Subject to the permissions granted in these Official Rules, Nominees shall retain all rights, title and interests in and to the intellectual property in their Products.

10. General Conditions.

By participating in the Competition, each Nominator and Nominee fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and binding in all respects. By participating in the Competition, each Nominator and Nominee waives any right to claim ambiguity in these Official Rules. A Nominee is not a Winner or Finalist until it has fully complied with these Official Rules. The Administrator reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, extend, or suspend the Global LEAP Awards (in whole or in part) should non-authorized intervention, fraud, or other causes corrupt or affect the administration, security, fairness, or proper conduct of the Global LEAP Awards. In such case, the Administrator may name Winners from all eligible nominations received for the Global LEAP Awards prior to and/or after (if appropriate) the action taken by Administrator or via some other means determined by Administrator in its sole and absolute discretion to be fair, appropriate and consistent with these Official Rules. Awards may not be given if in the Administrator's sole discretion, an insufficient number of nominations were received in a Category. In its sole discretion, the Administrator may award more than one Winner in a Category. The Administrator anticipates that all Winners will be announced in August 2017. The Administrator reserves the right to exclude from all Competition promotions any finalist Product that fails or performs poorly in the Laboratory Testing and/or Expert Assessment. Administrator reserves the right to disqualify any Nominee it determines, in its sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Competition, (b) defraud the Global LEAP Awards, (c) undermine the legitimate operation of the Global LEAP Awards, its sponsors, its partners, or the Administrator by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, the Administrator, or representatives of Global LEAP, or (e) act in violation of these Official Rules. In such event, the Administrator reserves the right (in addition to disqualification of such Nominee) to seek damages from any such Nominee to the fullest extent permitted by law. The Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Any entity that enters the Global LEAP Awards through means not permitted by these Official Rules is subject to disqualification. The Administrator is not required to respond to questions about the Global LEAP Awards.

11. General Release and Waiver of Claims.

By entering this Global LEAP Awards, each Nominee hereby releases the Administrator, Global LEAP, and all of their respective parents, subsidiaries, affiliates, advertising agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the "Releasees") from: (i) any and all liability, loss, harm, damage, cost, expense, or claims, including third party claims based on publicity and/or privacy rights, defamation, and intellectual property associated with the Nominee or Winner's participation in this Global LEAP Awards, any award associated with this Global LEAP Awards, the use, collection, or release of any and all testing data permitted hereunder, and/or use or misuse of any award in connection with this Global LEAP Awards, including, but not limited to, all reasonable counsel fees and court costs incurred; (ii) anything related to the Global LEAP Awards, or execution of this Global LEAP Awards (or participation therein), including preemption, cancellation, or rescheduling; and (iii) anything that may occur in connection with acceptance and/or use of the award or while participating in the Global LEAP Awards, even if caused or contributed to by the negligence of Releasees.

12. Limitations of Liability.

Neither Administrator's nor any other Releasee is responsible for lost, late, incomplete, stolen, misdirected, illegible, erroneous or incomplete applications. Neither Administrator nor any other Releasee is responsible for any incorrect or inaccurate information, whether caused by Nominee, tampering, or by any of the

equipment or programming associated with or utilized in the Global LEAP Awards, and neither Administrator nor any Releasee assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Global LEAP Awards, or for any damage to any computer related to or resulting from participating in the or entity Global LEAP Awards. No responsibility is assumed by the Administrator for lost, late, mutilated, incomplete, illegible, stolen, misdirected, erroneous or delayed entries or e-mail; or for any computer, telephone, cable, satellite, network, electronic or on-line/Internet hardware or software malfunctions, failures, connections, or availability, or garbled or jumbled transmissions, or service provider/Internet/website use, accessibility or availability, or traffic congestion, or unauthorized human intervention, other errors of any kind, including without limitation, testing results, whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries by such methods. No responsibility is assumed by the Administrator for any incorrect or inaccurate information, whether caused by Nominators, website users, testing organizations, tampering, hacking, Product testing or by any of the equipment or programming associated with or utilized in the Global LEAP Awards; and none of the Releasees assume any responsibility for any error, omission, interruption, deletion, defect, delay in operation of the Global LEAP Awards. IN NO EVENT WILL THE ADMINISTRATOR OR ANY RELEASEE BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, GLOBAL LEAP AWARDS, OR ADMINISTRATION OF, THE GLOBAL LEAP AWARDS, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF AN AWARD. WITHOUT LIMITING THE FOREGOING, ALL AWARDS AND THE GLOBAL LEAP AWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY AN NOMINEE OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GLOBAL LEAP AWARDS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Choice of Law.

All United States federal, state, and local laws and regulations apply to the Global LEAP Awards, regardless of region. Nominators agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Global LEAP Awards, or any award, or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Global LEAP Awards but in no event attorneys' fees. All Nominators acknowledge and agree that the Global LEAP Awards shall be administered solely in the District of Columbia, United States of America, and that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Nominee and/or Administrator in connection with the Global LEAP Awards, shall be governed by, and construed solely and exclusively in accordance with, the laws of the District of Columbia, United States of America, without regard to conflicts of law/choice of law

doctrine of any other jurisdiction, and all proceedings shall exclusively take place in the United States District Court for the District of Columbia. Nominee agrees to the exclusive jurisdiction of such court and waives any right to change of venue or any like right.

14. Copy of Official Rules.

Official Rules may be obtained by visiting Administrator's website at www.GlobalLEAP.org during the Competition Period. For general inquiries, contact Global LEAP at info@GlobalLEAP.org.

15. Copy of Winner's List.

For a list of Winners visit the website of the Administrator located at GlobalLEAP.org.

Administrator: Collaborative Labeling & Appliance Standards Program (CLASP), 1401 K Street NW, Washington, DC 20005

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GLOBAL LIGHTING AND ENERGY ACCESS PARTNERSHIP (GLOBAL LEAP™) INITIATIVE GUIDELINES FOR USE OF INTELLECTUAL PROPERTY

1. Use of GLOBAL LEAP Marks and References to the Global LEAP Awards.

1.1 Subject to the Official Rules for the Global Lighting and Energy Access Partnership (“Global LEAP”) Outstanding Off-Grid Appliance Awards (the “Global LEAP Awards”), and using the same capitalized terms as used in the Official Rules unless indicated herein to the contrary, pursuant to these policies and guidelines (“Guidelines”), each Winner shall have a non-exclusive, non-transferrable, restricted, revocable limited right to use and refer to the phrase “**Global LEAP Outstanding Off-Grid Products Award Winner™**” (the “Mark”), solely in a factual manner or context, and solely in connection with materials or activities specifically related to the particular winning Product that (i) have been previously reviewed and approved by GLOBAL LEAP in the first instance; and (ii) must comply with the Guidelines at all times. Once the use of the Mark and GLOBAL LEAP name in materials or activities has been approved by GLOBAL LEAP, subsequent materials or activities that do not alter or modify the use of the Mark or GLOBAL LEAP name need not be submitted for approval. Except upon the prior written consent of GLOBAL LEAP in each instance, the Mark and GLOBAL LEAP name must only be used in association with the Winning Product as submitted in the Global LEAP Awards where the model and release number are identical. For the avoidance of doubt, the Mark and GLOBAL LEAP name may not be used in any way or for any purposes whatsoever in connection or association with other non-winning Products or models that vary in any way from the winning Product.

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1.2.1 Any use or reference of the Mark or to the GLOBAL LEAP name beyond use in a factual manner or context (for example, packaging, advertising, marketing materials and/or the Global LEAP Awards entry's website for the winning Product), shall require the Winner to:

1.2.1.1 obtain written permission from GLOBAL LEAP prior to its use or distribution, including where such approval is contingent on strict adherence to the Guidelines;

1.2.1.2 maintain the quality controls and abide by the minimum standards of quality control provided in the Guidelines; and

1.2.1.3 execute such further documents, assignments, agreements, and instruments and take any further acts as GLOBAL LEAP may deem necessary and reasonably request in order to effectuate these terms.

1.2.2 GLOBAL LEAP will retain all rights, including intellectual property rights, associated with the Mark (and any variants) and the GLOBAL LEAP name and reserves the right to monitor and/or police the use of the Mark or any other reference to GLOBAL LEAP names, marks or trademarks, including without limitation, on any winning Product or other materials associated with the winning Product.

1.2.3 It is understood the Guidelines may be updated and/or modified periodically in GLOBAL LEAP's sole discretion, and you agree to accept and be bound by any updates and/or modifications. You further agree to abide by your use or reference of the Mark or any other

GLOBAL LEAP owned names or marks in a manner expressly consistent with the minimum standard of quality controls specified and as updated and/or modified in the Guidelines.

2. Intellectual Property and Publicity Rights.

2.1 As between the Nominators and GLOBAL LEAP, GLOBAL LEAP is the owner of the service mark/trademark **GLOBAL LEAP**. Nominee acknowledges GLOBAL LEAP's exclusive right, title and interest in and to the GLOBAL LEAP name and will not, at any time, do or cause to be done any act or thing contesting or impairing such rights, titles and interests. Nominee further acknowledge that the sole right granted to a Winner under these Guidelines and the Official Rules is to use the Mark solely and specifically in connection with those materials or activities associated with the winning Product and that are previously approved by GLOBAL LEAP as a result of winning the Global LEAP Awards, and for no other purpose whatsoever. Any and all goodwill that arises from your use of the Mark will inure to the sole benefit of GLOBAL LEAP.

2.2 Nominee agrees not to challenge, oppose, petition to cancel or otherwise attack the validity of the GLOBAL LEAP name or Mark and/or GLOBAL LEAP's ownership thereof. Nominee acknowledges that it has no right, title or interest in the Mark or the GLOBAL LEAP name, and that nothing in these Guidelines or the Official Rules shall be construed as an assignment of any right, title or interest in the Mark or the GLOBAL LEAP name, except the limited right to use and refer to the Mark as provided in this agreement and under these Guidelines.

2.3 Nominee acknowledges and agrees that GLOBAL LEAP has complete authority to control use of the GLOBAL LEAP name or the Mark. Nominee shall use the Mark in strict compliance with the provisions of the Official and in conformity with the Guidelines, as amended from time to time. Should Nominee fail to comply with the Guidelines as outlined in the Appendix, or fail to maintain proper quality controls and/or act, behave and/or do anything to negatively impact the goodwill and/or the GLOBAL LEAP name, GLOBAL LEAP shall have the right in its sole discretion to terminate the rights granted under these Official Rules or Guidelines at any time.

2.4 Nominee acknowledges and agrees that GLOBAL LEAP shall have the sole right and discretion to determine whether any action should be taken to terminate unauthorized use of the Mark or the GLOBAL LEAP name, or settle any proceeding brought by GLOBAL LEAP to terminate such unauthorized use. All proceeds from any enforcement action shall belong exclusively to GLOBAL LEAP.

2.5 By participating in this Global LEAP Awards, Nominee agrees and hereby grant GLOBAL LEAP permission to use statements, quotes, testimonials, photographs, designs, models, and/or any other material(s) provided by you as part of the Global LEAP Awards entry, as well as your name, photograph, likeness, and, if applicable, the name of eligible Nominee's company and affiliation, for advertising, and/or promotional purposes without any additional compensation to eligible contestant unless prohibited by law. Nominee retains ownership of the Products' intellectual property rights in the Global LEAP Awards entry, subject to GLOBAL LEAP's rights to reprint, display, reproduce, perform, and exhibit the Global LEAP Awards entry for advertising and/or promotional purposes. By participating in this Global LEAP Awards, Nominee agrees that any materials we generate in reviewing and accessing the Products is the sole property of GLOBAL LEAP.