



GLOBAL LEAP

OFF-GRID COLD CHAIN CHALLENGE

Terms and Conditions

Terms and Conditions

1. Introduction

- 1.1. The Global Lighting and Energy Access Partnership (“Global LEAP”) Off-Grid Cold-Chain Challenge (“the Challenge”) is a global competition to identify the most energy-efficient, sustainable, and affordable technologies that can meet the diverse cold storage requirements for fresh fruits and vegetables, dairy products, meat, and fish in off-grid areas. The Challenge focuses specifically on businesses that currently deploy or plan to deploy off-grid cold storage containers (as defined in section 2.4 below). [Global LEAP](#) seeks to advance global clean energy access goals by harnessing the power of marketplace competition to drive technical and market innovations in the off-grid appliance sector.
- 1.2. The Challenge is part of the [Ideas to Impact Programme](#), a five-year Innovation Prize programme funded by the UK Government’s Department for International Development (DFID). The Programme entails the design and launch of a series of Innovation Prizes to stimulate and incentivise new Research & Development to develop and deploy solutions for low-income consumers, with a particular focus on improving poor people’s access to affordable clean energy, safe drinking water and improved sanitation, and resilience to climate change. The Ideas to Impact Programme is implemented, under contract to DFID, by a consortium of partners led by IMC Worldwide and including Energy 4 Impact.
- 1.3. The Challenge will be divided into two stages: a Nomination Stage (“Stage One”) and Verification Stage (“Stage Two”). Information provided in these terms and conditions applies to both Stages unless noted otherwise.
- 1.4. CLASP serves as the Administrator (“Administrator”) for the Challenge.
- 1.5. There is no cost to submit a nomination.
- 1.6. These Terms and Conditions (the “Terms and Conditions” and “Official Rules”) are the official rules of the Challenge.

2. Eligibility

- 2.1. Manufacturers, designers, or associated distributors of walk-in cold storage solutions intended for use with off-grid energy systems (e.g., low-voltage DC systems, AC or DC mini-grids) (the “**Products**”) are invited to submit nominations (collectively the manufacturer and any other eligible nominating party are referred to as “**Nominators**”).
- 2.2. All Nominators are responsible for their nominations. Distributors submitting nominations must include a letter from the manufacturer that confirms its support for the Product nomination.
- 2.3. Products eligible for the Challenge must:

- (1) Be a commercially-available or late-stage prototype¹ cooler or freezer defined as an enclosed storage space refrigerated to temperatures *at or above* 32° Fahrenheit/0° Celsius (coolers), or, *below* 32° Fahrenheit/0° Celsius (freezers) **that can be walked into** with a total chilled storage area of less than 3,000 square feet;
- (2) Be intended for cold storage of fresh fruits and vegetables, fish, meat, or other agricultural produce;
- (3) Be powered by renewable energy sources for the majority of its usage time and/or compatible with off-grid power systems that utilize renewable energy sources (e.g. AC or DC mini-grids);
- (4) Fall into one of the size categories set forth in Section 3 (below);
- (5) Be deployable and available (at Nominator's sole cost) for field testing and verification by Administrator or its designee in any of the following countries **by 7th September 2018**: Nigeria, Ghana, Senegal, Sierra Leone, Burkina Faso, Rwanda, Tanzania, Kenya, Uganda and Zambia²;
- (6) Use no Montreal-Protocol-regulated Class I ozone-depleting substances (ODS) as refrigerants;
- (7) 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;
- (8) Include safe operating instructions; and
- (9) Not be in violation of another manufacturer's intellectual property.

2.4. Government organisations (at state or county level) *cannot* participate, but are encouraged to partner with and support Challenge Winners and Finalists once results are announced. Individuals working for a government organisation *can* participate as an individual (with permission from the government organisation).

2.5. Nominators may be international, national, or local/community-based, but must have a bank account to participate in the Challenge.

2.6. The Administrator reserves all rights to disqualify a Nomination if a Nominator's conduct is contrary to the spirit or intention of the Challenge, as determined by the Administrator in its sole discretion.

¹ For the purposes of the Challenge, "commercially-available" means that the Product has been deployed or sold at the time of Nomination. "Late-stage prototype" means a design (1) has been built, (2) is capable of being tested in a laboratory or field testing environment, and (3) is deployable by 7th September 2018.

² While eligible products do not have to be deployed in these countries at the time a nomination is submitted, Nominators must be able to deploy them in at least one of the eligible countries by 7th September 2018. Failure to deploy Products by this date will result in disqualification from the Challenge.

2.7. Nominators must not be on the [HM Treasury Consolidated list of targets](#), [Home Office Proscribed Terrorist Organisations list](#), nor on the [World Bank Debarred list](#).

2.8. The Administrator will not accept Nominations that are:

- a. Illegible, have been altered, reconstructed, forged or tampered with; or
- b. Incomplete or not submitted on time.

3. How to Enter

3.1. Nominators may submit more than one Product, but a separate application package (“Nomination Form”) must accompany each submission.

3.2. Nominators should use the online [Nomination Tool](#)

3.3. Nominators that are unable to submit the required Nomination Form online or by email should contact the Administrators for an offline version. The Administrators can be contacted via email at OGCCC@GlobalLEAP.org, via phone at +254 726 339990 or +254 700 328273, or via post, provided that offline applications must still be received during the Nomination Period:

Global LEAP OGCCC

c/o CLASP

Unit 14, 9th Floor, Pinetree Plaza

Nairobi, Kenya

3.4. All information on the Nomination Form must be provided or the nomination will be deemed void. All such information must be complete and accurate.

3.5. 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 operating instruction, user manual, and/or safety instructions; (iii) a photograph of the Product; and (iv) official documentation of the Product’s warranty.

3.6. Nomination Forms for prototype Products must be accompanied by: (i) a specification sheet that states the Product’s technical requirements, and relevant performance factors; (ii) operating instructions (informal if necessary), and (iii) a photograph or photographs of the Product.

4. Conditions of Entry

4.1. Participants in the Challenge may be added to Global LEAP, Energy 4 Impact, and Ideas to Impact mailing lists, email lists, and other contact databases, and consent to receiving information on activities from these organizations.

- 4.2. The Administrator and/or select Challenge donors and partners may use winning and/or finalist Products (including, without limitation, pictures of Products) for public information purposes and to promote the Challenge via any media or forum, including, without limitation, websites, brochures, and events.
- 4.3. By submitting a nomination, all Nominators and Nominees agree to be bound by these terms and conditions.
- 4.4. The Administrator reserves the right to adjust, strike, make reasonable changes to or redefine any of the Challenge’s terms and conditions at any time.
- 4.5. All decisions rendered by the Challenge’s Expert Judges or Administrator are final.
- 4.6. Participation in the Challenge is at the sole and absolute discretion of the Administrators.

5. Size Categories

- 5.1. The Challenge will recognize the most energy efficient and highest quality Products in four (4) categories (individually a “Category,” collectively, the “Categories”):

Table 1: Size Categories

	Small	Large
Coolers (Operating temperature is at or above 0°C)	100ft ³ – 500 ft ³ (2.8 m ³ – 14.2 m ³)	>500 ft ³ (>14.2 m ³)
Freezers (Operating temperature is below 0°C)	100ft ³ – 500 ft ³ (2.8 m ³ – 14.2 m ³)	>500 ft ³ (>14.2 m ³)

- 5.2. The best performer in each Category will be declared the “Winner” for the Category.
- 5.3. The Administrator can place a Nomination in another Category or expand the Categories at its discretion.
- 5.4. Should no nominated Product in a given Category satisfy the Challenge judges, the Administrator reserves the right to not name a Winner in that category.

6. Selection of Winners – Stage One (Nomination Stage)

- 6.1. A panel of expert judges (“Expert Panel”) will screen Nomination Forms and select up to ten (10) winners and finalists across all categories.
- 6.2. The Administrator will notify Nominators if their Products have been selected as Stage One Winners by email on or before 25 June 2018.

6.3. Products will be awarded up to 100 points based on the following:

- a. **Financial Viability – 30 points** will be awarded based on an assessment of the viability of the Product’s financial model. The financial model must show the Product’s operating costs plus upfront costs associated with the purchase of the Product by end users. Operating costs for the purposes of the evaluation are defined strictly as the energy and maintenance costs associated with operation of the Product.
 - b. **End-User Impact – 30 Points** will be awarded based on an assessment of (1) how many people the Product will benefit and (2) what types of benefits the Product provides, with a particular focus on the poorest and most vulnerable groups. Benefits can include any aspect of the overall value provided by the Product to end-users (e.g., ROI and payback period, financing options that increase accessibility, information regarding relevance of design for high-value products). Nominators must specify the population and geographical area the Product will target
 - c. **Understanding of Target Market and Deployment Plan – 30 Points** will be awarded for demonstrating a strong understanding of the proposed target market and a credible plan to deploy the Product within the timeframe stipulated in these Terms and Conditions.
 - d. **Sustainability – 10 Points** will be awarded based on demonstration that the planned Product deployment is sustainable in terms of local environmental and climate change considerations (particularly use of climate-friendly refrigerants) and the Product’s financial model.
- 6.4. The Product in each Category that earns the most points will be declared the “Stage One Winner” of Stage One in its Category, and all other high-performing Products will be declared “Stage One Finalists” up to a total of ten (10) Stage One Winners and Stage One Finalists across all four (4) categories.
- 6.5. The Expert Panel will include technical, development, agriculture and off-grid industry and market experts, and may include representatives from the donor agencies supporting the Challenge (e.g. DFID).
- 6.6. The 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 Challenge.

7. Selection of Winners – Stage Two (Verification Stage)

- 7.1. All Stage One Winners and Stage One Finalists will be eligible and expected to participate in Stage Two, which will consist of field testing to assess Products’ design and technical performance in a real-world setting.
- 7.2. Upon receipt of Stage One results, Nominators must confirm that their Product is (1) already deployed at one of the eligible countries or (2) they will be able to deploy their Product to one of the Eligible countries by 7th September 2018. The Administrator may

request proof of ability to deploy by the target date. Details of the intended or actual Product location MUST be provided.

- 7.3. The Administrator expects that the cash prize provided for Stage One (see Section **Error! Reference source not found.**) will be adequate to offset some of the shipping and set-up costs for selected Products that are not already deployed in one of the eligible countries.
- 7.4. Product technical performance will utilize remote monitoring devices to assess criteria such as energy consumption and temperature maintenance.
- 7.5. Product impacts and user experience will be assessed qualitatively through surveys and interviews.
- 7.6. Field-testing and site visits will be coordinated by the Administrator and Energy 4 Impact.
- 7.7. The Administrator will provide additional information about Stage Two testing (e.g., evaluation criteria, details on winner selection) as it becomes available. Note that the Challenge will proceed to Stage Two only after confirmation by the Administrator of its viability based on the outcomes of the Stage One nominations and evaluation processes.
- 7.8. After the close of Stage Two testing, the Expert Panel will select up to one (1) winner for each Category (each such winner, a “Stage Two Winner”).

8. Stage One Prizes

- 8.1. The Administrator will select up to a total of **ten (10) Stage One Winners and Finalists**.
- 8.2. All Stage One Winners and Stage One Finalists will receive a cash prize of GBP 10,000, paid by DFID’s Ideas to Impact Programme, with the condition that such Stage One Winners and Stage One Finalists must participate in Stage Two.
- 8.3. This prize will be paid out in two tranches. The first tranche of GBP 5,000 will be paid within 20 working days of selection of the Winners. The remaining GBP 5,000 will be paid once the Administrator has confirmed the Nominator has deployed the Product in one of the eligible countries.

9. Stage Two Prizes

- 9.1. Up to **four (4) Stage Two Winners** will receive a cash prize of GBP 37,500 also paid by DFID’s Ideas to Impact Programme.

10. Other Benefits for Winners and Finalists

Global LEAP-sponsored communications and promotional activities will take place in conjunction with the announcement of results for both Stage One and Stage Two to raise awareness about high-quality, energy-efficient and off-grid appropriate walk-in cold storage solutions among off-grid industry leaders, distributors, donors, and investment organizations.

11. Challenge Timeline

11.1. The nomination process for Stage One begins at 12:00:01 a.m. East African Time (“EAT”) on 26th March 2018 and ends at 11:59:59 p.m. EAT on 25th May 2018 (“Nomination Period”).

11.2. Fully completed Nomination Forms must be received in accordance with these Terms and Conditions during the Nomination Period to be eligible to win an award.

11.3. All subsequent or incomplete nominations will be deemed void and not eligible to enter or win.

11.4. The Administrators’ computer is the official time keeping device for the Challenge.

11.5. Early nominations are strongly encouraged. The following table sets forth the milestones for the Challenge³:

11.6.

Table 2: Challenge Timeline

Phase	Item	Due Date and/or Timeline
Nominations Period	Nominations Open	26 March 2018
	Nominations Closed	25 May 2018
Screening	Nominators Notified of Stage One results	by 25 June 2018
	Stage One Winners and Finalists Selected by Expert Panel	by 29 June 2018
Field Testing & Verification (Stage Two)	Shipment of remote monitoring devices to Stage Two applicants	by 7 September 2018
	Collection of performance data and Product usage information	by 31 March 2019

³ The Challenge timeline is subject to change.

	Identification of Products shortlisted for Stage Two prizes	by 31 March 2019
	In-person verification visits	by 29 March 2019
	Stage Two Winners by Expert Panel	by 3 May 2019
	Nominators notified of Stage Two results	by 15 May 2019
Winner Announcements and Promotions	Announcement of Stage One results	June 2018
	Announcement of Stage Two results and prize winners	May 2019

12. Ownership of Nominations and Intellectual Property Rights

- 12.1. All nominations and submissions shall become the sole property of the Administrator and will not be returned.
- 12.2. By making Nominations, Nominators agree to grant DFID and the Administrator a perpetual, world-wide, non-exclusive, irrevocable, royalty-free licence to use and create derivative works from the Nomination Materials for any purpose and in any media.
- 12.3. When making their Nominations, Nominators may identify specific passages of text, data or values in the Nomination Materials that they reasonably believe are commercially sensitive and that they wish to be kept confidential. In disclosing the Nomination Materials (other than to the judges and to persons involved in administering the competition), the Administrator will take into account Nominators' reasonable concerns about commercial sensitivity and will redact the relevant passages of text, data or values appropriately.
- 12.4. Until after the awards have been made for Stage 2 (or until Stage 2 has been terminated for any other reason), the Administrator will use best endeavours not to disclose the Nomination Materials of any Participant to any person not involved in the judging of the entries or in administering the competition. The Administrator, however, may prepare and disclose short summaries of the Nomination Materials, for example in order to describe a Product that has won a prize in Stage 1.
- 12.5. Nominators confirm and covenant that they have obtained all necessary consents (including from their licensors, employers, employees, consultants, agents and representatives) to enable them to fulfil their obligations in clause 12.2.
- 12.6. Specific field testing data collected during the Verification stage will be delivered to Nominee.

13. Data Protection and Publicity

- 13.1. Without limiting any other provision in these Official Rules, the Administrator may use the winning and/or finalist Products for public information purposes and to promote the

Global LEAP Off-Grid Cold Chain Challenge via such media as websites, brochures, and events.

- 13.2. Winners further agree to participate in any reasonable publicity required by the Administrator and/or DFID.
- 13.3. 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.
- 13.4. 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.
- 13.5. Nominators agree to promptly provide such information and answer such questions as requested by the Administrator and any other person or organisation forming part of the evaluation team for the purposes of administering or evaluating the Products and Programme. This information may include financial accounts and impact data.

14. Award Restrictions

- 14.1. Nominators and Nominees agree not to challenge or seek to register any intellectual property associated with the Global LEAP Off-Grid Cold Chain Challenge.
- 14.2. Winners will be granted a limited personal license to use the Global LEAP Off-Grid Cold Chain Challenge IP to advertise and promote the award granted to the specific model of their Product for one year from the date of award.
- 14.3. All use of the Global LEAP Off-Grid Cold Chain Challenge IP must follow the guidelines published by Administrator and as otherwise provided by Administrator from time to time. The guidelines attached to these Official Rules are hereby incorporated in these Official Rules, including any amendments to the same by Administrator from time to time.
- 14.4. Nominators, Nominees, Winners and Finalists agree not to use the Global LEAP Off-Grid Cold Chain Challenge 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.
- 14.5. 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 products or models.
- 14.6. Winners and Finalists may not use the Global LEAP Off-Grid Cold Chain Challenge IP to state or imply that the Administrator or any other entity or person associated with the Challenge endorse or are affiliated with the Winner or its Products.

15. General Conditions; Warranty

- 15.1. If there is any reason to believe that there has been a breach of these terms and conditions, the Administrator may, at its sole discretion, exclude a Nominator from participating in the Challenge.
- 15.2. The Administrator reserves the right to hold void, suspend, cancel, or amend the Challenge for any phase where, in the Administrator's opinion, it becomes necessary to do so.
- 15.3. These terms and conditions are governed by English law.
- 15.4. Nominator and each Nominee each warrant and represent that the Products, nominations, submissions, and all acts of participation will comply with these Official Rules and all applicable laws and regulations. Nominator and Nominee each warrant and represent that participation in this Challenge does not violate any agreement or the rights of any other person or entity.

16. General Release and Waiver of Claims

- 16.1. By entering this Global LEAP Off-Grid Cold Chain Challenge, each Nominator and Nominee hereby releases the Administrator, Global LEAP, and all their respective parents, subsidiaries, affiliates, advertising agencies, and all 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 Off-Grid Cold Chain Challenge, any award associated with this Global LEAP Off-Grid Cold Chain Challenge, 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 Off-Grid Cold Chain Challenge, including, but not limited to, all reasonable counsel fees and court costs incurred;
 - (ii) anything related to the Global LEAP Off-Grid Cold Chain Challenge, or execution of this Global LEAP Off-Grid Cold Chain Challenge (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 Off-Grid Cold Chain Challenge, even if caused or contributed to by the negligence of Releasees.

17. Limitations of Liability

- 17.1. Neither Administrator's nor any other Releasee is responsible for lost, late, incomplete, stolen, misdirected, illegible, erroneous or incomplete applications.
- 17.2. 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 Off-Grid Cold Chain Challenge, 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 Off-Grid Cold Chain Challenge, or for any damage to any computer related to or resulting from participating in the or entity Global LEAP Off-Grid Cold Chain Challenge.
- 17.3. 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.
- 17.4. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries by such methods.
- 17.5. 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 Off-Grid Cold Chain Challenge; and none of the Releasees assume any responsibility for any error, omission, interruption, deletion, defect, delay in operation of the Global LEAP Off-Grid Cold Chain Challenge.
- 17.6. 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 OFF-GRID COLD CHAIN CHALLENGE, OR ADMINISTRATION OF, THE GLOBAL LEAP OFF-GRID COLD CHAIN CHALLENGE, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF AN AWARD. WITHOUT LIMITING THE FOREGOING, ALL AWARDS AND THE GLOBAL LEAP OFF-GRID COLD CHAIN CHALLENGE 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 OFF-GRID COLD CHAIN CHALLENGE 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.

18. Copy of Official Rules.

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

19. Copy of Winner's List.

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

Administrator: CLASP, 1401 K Street NW, Washington, DC 20005, USA

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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 Off-Grid Cold Chain Challenge.

1.1 Subject to the Official Rules for the Global Lighting and Energy Access Partnership ("Global LEAP") Outstanding Off-Grid Appliance Off-Grid Cold Chain Challenge (the "Global LEAP OGCCC"), 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 Off-Grid Cold Chain Challenge 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.

1.2

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 Off-Grid Cold Chain Challenge 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 Off-Grid Cold Chain Challenge, 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 Off-Grid Cold Chain Challenge, 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 Off-Grid Cold Chain Challenge 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 Off-Grid Cold Chain Challenge entry, subject to GLOBAL LEAP's rights to reprint, display, reproduce, perform, and exhibit the Global LEAP Off-Grid Cold Chain Challenge entry for advertising and/or promotional purposes. By participating in this Global LEAP Off-Grid Cold Chain Challenge, Nominee agrees that any materials we generate in reviewing and accessing the Products is the sole property of GLOBAL LEAP.