

START4BIG Legal Terms

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Description and Objectives

START4BIG is an alliance of the start-up innovation arms of Aigües de Barcelona, CaixaBank, Naturgy, SEAT and Telefónica España (**these innovation arms, hereafter collectively referred to as THE START4BIG PARTNERS**) consisting of the search for *start-ups* at both the national and international level, with the aim of establishing models of collaboration in the development of new solutions and services for consumers and users.

This initiative may be also referred to as "programme", "call", "contest" or "competition" in this document.

The START4BIG competition has as its main objectives the following:

- Catalyzing the growth of eligible start-ups and launching them beyond the respective home markets of THE START4BIG PARTNERS.
- To create a community on a global scale to generate synergies between strategic sectors and key players in the ecosystem.
- To design and implement a model of multi-sectoral co-creation.
- To strengthen the entrepreneurial fabric in Spain.

To this end it is intended to select and promote the development of the most innovative and ambitious projects, which show a greater potential and relate to the business model and main objectives of THE START4BIG PARTNERS.

The presentation of a candidacy to THE START4BIG COMPETITION necessarily implies knowledge and acceptance of the terms and conditions of these rules.

This specific call is looking for innovative solutions from the start-up community in the areas of:

- First priority:
 - Access Technology/Optimisation;
 - Internet of Things including Smart Home;
 - Mobile Payment;
 - Cyber Security;
 - Customer experience
 - Big Data/Customer Analytics.
 - Privacy and Identity Management, and
 - On demand marketplaces

1. Participation process

The invitation to participate in the START4BIG COMPETITION is aimed at start-ups or companies that are at an advanced stage of maturity ([minimum TRL6](#)) and have a functional prototype developed, or a

product, technology or service existing in the market. The organisers of THE START4BIG COMPETITION reserve the right to introduce changes during the development of the same, without any responsibility deriving from that. Any changes will be communicated through the email address provided by each candidacy.

The Applicant accepts that THE START4BIG PARTNERS takes the final decisions concerning the Call and its selection process, including leave vacant the program. Any applicant that has not received notification by THE START4BIG PARTNERS within 90 days of submitting its project will be considered as not pre-selected.

Through this document the applicant acknowledges that it is sending its application form voluntarily, otherwise, the applicant releases THE START4BIG PARTNERS from any responsibility.

The information provided by the applicant must be correct, truthful and complete, and the applicant must take full responsibility for any inaccuracies. If not, THE START4BIG PARTNERS will be entitled, without prejudice to any other legal means at its disposal, to withdraw, refuse or suspend the rights granted to the applicant through these Terms and Conditions.

If you have any questions or queries, you may contact the organisation on the following email address info@start4big.com

1.1 Receipt of applications

An application can be made in two ways; firstly, *start-ups* may submit their application for participation through the registration platform available on the Start4big website: www.start4big.com; and secondly; through nominations or recommendations made by any of the initiative's ambassadors or partners.

In either of the above-mentioned ways of applying, to participate in the selection process, it will be necessary for each start-up applicant to register by completing the required information through the registration form. The purpose of this form is that THE START4BIG PARTNERS can evaluate the project (without acquiring any right thereon, nor liability to the applicant or third parties, harmless from any claim remaining)

Each start-up must fill in a single form, even though they are authorised to apply to all the challenges that are of interest, provided that they can solve each of them.

Each applicant is required to register and describe their project following the instructions provided in the online application form.

It will also be necessary to provide a description of the proposed project to solve each of the challenges to which they are applying, to which end there should be a document in PDF format with a maximum of two pages, in which the responses to the following questions are given:

1. **How would you explain the solution to the challenge in one sentence?**
2. **What does the technology/product/service consist of and at what stage of development is it? Has a functional prototype already been developed? Is there a product on the market?**
3. **How does the technology/product/service comply with the new European Data Protection Regulations?**
4. **How could the technology/product/service be implemented to develop a solution to the challenge?** You should detail what the proposal consists of in order to solve the challenge using the technology that each candidate is developing, and how it could be adapted to the different sectors in which THE START4BIG PARTNERS involved in it operate.
5. **What is the differentiating factor that the start-up brings to solving the challenge?** You should argue why the start-up should be chosen to develop the pilot project with THE START4BIG PARTNERS of Start4big.
6. **What resources does the start-up have, and which should be provided by the partner or THE START4BIG PARTNERS of Start4big to develop the project you propose?**
7. **Does the team have prior experience in the solving of a similar problem?** You should describe a case of success or a situation in which you faced a similar problem, and explain the solution applied to said problem.

Some useful tips:

- If you have a demo of your product, show it to us! Demos may help also to better understand your product.
- Think whether your project is at the right stage of its development phase before you apply to this call. If you are not sure, probably it's not the right time. Don't worry; work on the project, there will be more opportunities in the future.
- Take your time in filling the application form. You will be able to save it and update, modify and complete the information at any time. Once you are comfortable enough with the content, submit it before the deadline and we will evaluate it. Note that missing or misleading information in the application may lead to your application being declined.
- Be creative. We love creative and different people.

The language in which the documents should be submitted and in which communications related to the invitation should be carried out is English or Spanish.

The platform will only allow the submission of the form once you have completed all required fields. If you complete the form but don't send it, your project will not be considered for the selection process.

Third party content that is subject to intellectual or industrial property rights should not be included without the necessary authorisation or license.

Only candidacies that comply expressly with all the requirements reflected in the rules of the contest will be taken into account (*see section 1.4 Requirements*). Applications submitted by any means or channel other than those listed here shall not be considered.

All correspondence and notifications concerning the process is delivered through the Start4big registration platform or by email to the contact person representative stated on the application.

THE START4BIG PARTNERS does not guarantee the availability and continuity of operation of the Start4big website and of the registration platform, since this undergoes a continuous updating process, and consequently it does not guarantee that this platform will operate in a permanent and flawless manner, nor will it take any responsibility for any damage or loss incurred by the applicant due to the non-utilisation or the impossibility of utilising the information or services provided through the Start4big website and its competition platform. THE START4BIG PARTNERS shall not be liable for any damage or loss that may be incurred by interference, omissions, interruptions, computer viruses or disconnections of the Start4big website and its platform for any cause, including causes beyond THE START4BIG PARTNERS 's control.

The applicant will undertake all responsibility for the interpretation and use of the information on the Start4big website and its platform. THE START4BIG PARTNERS accepts no responsibility for the reliability or utility of the services provided by third parties through the Start4big website and its platform.

If you have any questions about the application process, please send your inquiry in an email to the contact address below: info@start4big.com

1.2 Participation

CANDIDATES of THE COMPETITION will be considered as all those natural or legal persons interested in the same, being over the age of 18 and with the ability to conduct legal obligations, who have formalised in a timely manner the registration of a start-up, complying with all the required data for this purpose as indicated in the present legal rules)

1.3 Requirements

All *start-ups* that participate in THE COMPETITION must meet the following requirements:

1. The start-ups or companies must have a technology in an advanced state of maturity ([from TRL6](#)) and therefore have developed at least one demo or fully functioning beta prototype of the service or product with which they are participating in THE COMPETITION.
2. The *start-ups* or companies must have a product, service, technology or prototype that can be implemented to solve the challenge they are applying for.

3. **Commitment:** the startup founders, or at least a majority of the members of the team, shall be fully dedicated to the start-up/project should the start-up be selected for participation in the program.
4. The data provided by participants must be real and truthful. If incorrect data is detected, applicants will lose any option to participate in THE COMPETITION. To that effect, START4BIG is authorised to carry out the checks as it deems appropriate concerning the verification of the accuracy of the data provided.
5. All *start-ups* or companies participating must ensure that their solution complies with current European regulations on Data Protection.

1.4 Projects

Projects presented at the invitation stage should be original works.

Projects that contain materials, elements, units, listings, schematics, reports, manuals, support materials or other complementary elements that constitute the content of the project cannot contravene pre-existing intellectual property rights. The project owners shall be exclusively responsible in the event of a third party claim.

The ownership of each and every one of the projects submitted that are protected or are likely to be protected by Industrial and Intellectual Property Rights, belongs to the authors and/or owners of the aforementioned projects.

The *start-ups* and companies participating in THE **START4BIG** COMPETITION guarantee and expressly recognise that they are the legitimate owners of the rights over the projects presented to it, and if required, that they have the express authorisation of its legitimate owners, in order to be disclosed through this programme. Participants expressly guarantee, with full indemnity for **THE START4BIG PARTNERS**, the authorship and originality of all of the projects submitted, and that these are not copies or total or partial modifications of any protected work or brand.

2. Calendar

The phases of THE COMPETITION are as follows:

1. **Receipt of application:** the invitation will be open from December 10th 2018 at 17:00h Spanish time (GMT +1). The whole process will be done through the registration platform, which will serve both for applicants for the submission of their candidacies, as well as for judges for carrying out their evaluations. The last day to submit and send proposals through the platform is February 22nd 2019 at 23:59h Spanish time (GMT +1). Proposals received before or after the above-mentioned dates will not be considered.

The period for the receipt of candidacies is subject to extension by the mutual agreement of all THE START4BIG PARTNERS, communicating such a change to those affected by the email address provided in their applications, and to the public through the initiative's usual channels of communication.

2. **Evaluation of candidacies:** This will happen in the period between 4/03/2019 to 26/04/2019 inclusive. The judging committee shall consider the proposals received through the registration platform and up to a maximum of 20 finalist *start-ups* will be selected. The organization shall notify in 15 business days following the evaluation of candidacies, the finalist start-ups who will participate in the *Pitch Days*, and they will also be informed of the next phases in the process.
3. **Pitch Days:** These will happen in the period between 29/04/2019 to 10/05/2019 inclusive. The *finalist start-ups* will present their proposal to THE START4BIG PARTNERS of Start4big, who will evaluate the different aspects of it, according to the evaluation criteria contained in section 2 of these rules.

At this stage, questions or concerns transmitted by the judges can be raised. The interviews will be made via video-conference or in person if possible.

4. **Communication of winners:** Starting on May 17th 2019 *those projects that have been chosen as winners of THE COMPETITION will be announced.* Although there is no numerical limitation of the number of winners for each challenge, all those *start-ups* whose proposal meets the requirements assessed and deliberated by the judges; which have the potential to solve the challenge posed; and meet the conditions for working on a pilot project with THE START4BIG PARTNERS will be selected as winners.

The chosen *start-ups* will be required to sign a letter of intent, within 3 days of receiving the notification, through which they record that they are prepared to initiate negotiations with THE START4BIG PARTNERS.

On 11th June 2019, following the signing of the letter of intent, Start4big's organisers will publish the winning projects on their website: www.start4big.com, and they will share them through official channels of communication.

5. **Awards event:** the event at which the chosen *start-ups* will present their COMPETITION-winning projects.
6. **Negotiation [from 18/06/2019]** The negotiation phase will be to establish all the conditions under which the pilot project will be developed between the winning start-up and THE START4BIG PARTNERS involved. *Following this negotiation, the start-ups should sign an agreement containing the agreed terms and conditions (the "Agreement"), which will be a necessary condition in order to be able to initiate the development phase.*
7. **Development phase.** The stage where the chosen *start-ups* will work together with **START4BIG** in the development of the pilot project. This same document details what is the value proposition

offered to the *start-ups* during this phase and the resources that they will have available to them (see section 3.1 Value proposition)

The dates contained in the present rules are subject to possible modifications by the organisers of THE START4BIG COMPETITION, which shall be communicated to those affected via the email address provided on the registration platform.

3. Assessment process

3.1 Selection criteria

Once candidacies have been submitted, the phase of assessment by the judges will begin. The assessment process is expected to start on March 4th, 2019, and conclude on May 10, 2019. In the event that the application process period is altered, the assessment process period will be correspondingly adjusted.

The jury will be composed of experts who are independent of the organisers, as well as judges nominated by THE START4BIG PARTNERS, in order to ensure alignment with the strategy and needs of the partners and the *start-up(s)*. The information provided by each *start-up* on the registration form will be taken into account.

The panel of judges will choose the finalist *start-ups* that will subsequently be called to present their projects during the Pitch Days according to this criteria:

- State of maturity
- Motivation and expectations
- Sustainability
- Feasibility
- Scalability
- Alliances
- Innovation and Impact

Each candidacy will obtain a final qualification from each of the judges responsible for assessing and evaluating it. The organisers will be able to communicate with participants, if necessary, to request that they expand on the information or documentation provided.

In the following period of 15 days, shortlisted start-ups will be called for face-to-face online meetings to further evaluate the business and team potential. Additional information on these projects might be requested using the contact details submitted in the application form. The teams will be required to submit this information by the deadline communicated by the THE START4BIG PARTNERS.

THE START4BG PARTNERS will then select, at their sole discretion, the projects that deem most interesting according to the following non-exhaustive criteria:

- Maturity of the project
- Synergies with the members of the “Start4big” alliance
- Business opportunity and growth potential of the project

- Go-to-market strategy
- Innovativeness and disruptive nature of the project
- Team skills and balance of capabilities

START4BIG will positively value:

- Start-ups or companies that have a technological basis or make use of innovative technology as part of the solution to the challenge posed.
- Start-ups that have potential for growth and are scalable to have a strong impact.
- Projects that are driven to project internationally as a means of promoting global corporate culture.

3.2 Announcement

The final evaluations will be communicated to the winners and to the rest of the candidates via email from 17/05/2019

THE START4BIG PARTNERS reserve the right not to select any start-ups and leave vacant the program.

Upon completion of the assessment process, THE START4BIG PARTNERS may express interest in undertaking a proof of concept (“POC”) or offer other benefits to the selected projects. No limit will apply to the number of POCs/other benefits which THE START4BIG PARTNERS may undertake.

In any event, note that the decision on the selection process will be final and no appeals will be considered. THE START4BIG PARTNERS will also have no obligation to explain the rationale behind the output of the selection process.

Any selected startup will be required to sign a letter of intent, in the period of 3 days, through which they will express their willingness to start negotiations with THE START4BIG PARTNERS. Following this negotiation, you will receive an agreement which governs the terms and conditions of the scale up program (the “Agreement”). In case this agreement is not signed, you will not be able to enter the program. If you are one of the final projects selected, we recommend that you obtain independent legal advice about the terms of the Agreement.

4. Winners

4.1. Value proposition

The chosen start-ups or companies will be provided business development opportunities in the THE START4BIG PARTNERS’ operating countries by participating in the development of a pilot project alongside THE START4BIG PARTNERS, with the aim of promoting the possible integration of the product or service on the market.

If a start-up is selected to participate in the program and a business unit of one of THE START4BIG PARTNERS has expressed interest in undertaking a Proof-of-Concept (“POC”), there may be the possibility to obtain some financing support for the purposes of covering the costs of the POC. Any such financial assistance, to be provided by the alliance member whose business unit has expressed interest in the POC, will be purely at the discretion of the alliance member and will be negotiated between the alliance member and the selected start-up.

In order to develop their technology within the START4BIG programme, they will potentially be given access to the following resources, subject to compliance with the requirements laid down in the regulations that might result from application, and under a prior agreement between THE START4BIG PARTNERS and the start-ups (all the partners may not offer the same benefits).:

- Access to working space, subject to availability, for at least [4] months in Barcelona (Spain), in the location of each Party
- Technical and technological support
- A dedicated mentor from each alliance member who will handle business unit introductions to that member’s business units.
- Invitations to start-up showcases, regional and global start-up events organized by any alliance member.
- Possibility of access to investment from the THE START4BIG PARTNERS. Such investment decisions shall be at sole discretion of each Start4big alliance member or their partners with potential interest in such investment. In such a case, the investment terms and conditions’ shall be negotiated individually and independently from the rest of THE START4BIG PARTNERS.
- Possibility of participate in a pilot agreement with THE STAR4BIG PARTNERS interested.

The *start-ups* or companies may receive national and international promotion through **START4BIG**’s various channels of communication.

The *start-ups* or companies may have the opportunity to connect with large companies and become part of a community of high level experts and leaders with whom they can work to grow their business.

Following the development of the pilot project, THE START4BIG PARTNERS will decide how to continue their relationship with each *start-up*:

- Come to a collaborative agreement to integrate their product in the company.
- Continue with the improvement of the pilot, where necessary.
- Terminate their collaborative relationship.

5. Legal aspects

5.1 Acceptance of the Rules

The mere fact of participating in this Competition through Start4big website at [www.Start4big.com] implies acceptance of these Terms and Conditions in their entirety and without reservations, as well as

any resolution that could result from them. **START4BIG PARTNERS** reserves the right to modify these Terms and Conditions, which includes the possibility of cancelling, repeating, extending, deferring or modifying them. Likewise, Legal Terms, Privacy Policy and FAQs (Frequently asked Questions) posted on the platform will be considered part of these Terms and Conditions.

Start4big Partners reserve the right to unilaterally modify the present Terms and Conditions. Any amendment will be therefore announced conveniently and will be effective upon publication. Any changes will be brought to the attention of the Participants in the Programme, through the same means in which they were informed of it being held, exempting **START4BIG** of any obligation or financial compensation with respect to the Participants.

Start4big Partners reserve the right to cancel, amend or suspend any aspect or criteria of the application or the selection process or to leave vacant the number of short-listed Bidders or selected bidders as it deems appropriate.

Applicant will be deemed to understand and accept that they will be solely responsible for making their projects at their own expense and risk. Likewise, you undertake to indemnify and hold Start4big Partners harmless against any claims, damages and/or losses related to and/or caused by your project (ideas, innovative items, etc.) To this end it undertakes to submit applications which are unencumbered ideas and property.

5.2 Limitations on participation

THE **START4BIG PARTNERS** are permitted to exclude Participants who do not comply with the requirements of these Rules or who, in the opinion of THE **START4BIG PARTNERS**, have breached any other provision of the present rules and/or defrauded, altered or disabled the smooth operation and normal course and regulations of this initiative.

The data provided by Participants must be truthful and correct. If false data were provided, the **START4BIG PARTNERS** may disqualify the participant and therefore their project.

In addition, Solutions whose content is contrary to the Constitution, the law or the legal system, or that violate these rules, will not be accepted. Any solution with contents that are contrary to current legislation on personal data protection, or that violate the right to honour, to privacy and to image, or which adversely affects third party property or rights, will be subject to immediate exclusion.

In the cases referred to above, any Participants excluded will lose their right to participate, and if they were chosen as winners they will be automatically disqualified.

5.3 Confidentiality

As regards the confidentiality, the stakeholders and their responsibilities are below defined:

- “*The parties*” term refers to any stakeholder
- “*The other party*” term refers either to the Receiving Party or the Transmitting Party depending on who communicates the confidential information

The Parties agree that all information in the development of this open innovation Programme is

communicated to the other Party, whatever the form of communication, and will have to be considered as Confidential Information. It may not be disclosed to third parties without the prior written consent of the other Party.

For these purposes, the term Confidential Information shall include: (I) the terms of this Programme; (ii) the business secrets of each of the Parties, business plans, business strategy, business methods and practices; (iii) the distinctive signs, names, trademarks, logos or any other element that could be the subject of industrial and/or intellectual property; and (iv) any other information relating to each of the Parties or its business that is not in the public domain, including, by way of example, information relating to the staff of the other Party, to their products, customers, marketing strategies, services or future business plans.

Notwithstanding the above, expressly excluded from the concept of Confidential Information is: (a) information that passes into the public domain in the future without the intervention or culpable omission of the other Party; (b) information received by any of the Parties from an independent third party; (c) information disclosed at the request of a judicial or governmental authority; (d) information developed independently for each Party; and (e) information known prior to it being received.

Damages resulting from of the custody, use, treatment and/or wilful or negligent disclosure of confidential information, will give the right to claim for compensation and reparations to the aggrieved Party, for any breach of confidentiality obligations that either of the Parties have committed.

The above-mentioned confidentiality commitments shall survive throughout the duration of the innovation programme and for five (5) years after its completion.

5.4 Responsibility

Applicants will be responsible for all mediate or immediate, direct or indirect damages caused or may be caused to THE START4BIG PARTNERS by infringement of these Terms and Conditions.

THE START4BIG PARTNERS are not responsible for any damages arising from participation in this Programme. Consequently, the Participants exonerate **THE START4BIG PARTNERS** from any type of responsibility, punishment, claim, civil, commercial, criminal or administrative action, or action of any other nature, including compensation of any kind, costs or any other type of expenses (with the express inclusion of Lawyers' and Solicitors' fees) in which **THE START4BIG PARTNERS** could be involved because of this Programme.

Applicants will likewise be responsible in the same terms for infringement of the rights of third parties through their participation by means of supply of work or contents to the call, and will indemnify the third parties concerned and THE START4BIG PARTNERS for any damage caused by any claims instigated, judicial or extra-judicial proceedings, including in all cases the fees of lawyers, defence teams and other professionals, due to non-compliance with the obligations described above.

Should applicants fail to meet the commitment undertaken by acceptance of these Terms and Conditions, they will be liable for any damage caused to THE START4BIG PARTNERS or its related parties.

Liability will include immediate, contingent and future consequences. The commitment undertaken herein will take effect from acceptance of these Terms and Conditions and remain in force and effect until five years after termination of the call.

THE START4BIG PARTNERS are not responsible for the acts and behaviours of the Participants, nor for possible criminal or civil responsibility, or responsibility of any other nature, as well as for the potential losses, damage, theft, delays, or any other circumstances attributable to the participant or to third parties.

THE START4BIG PARTNERS are exonerated of all responsibility for any incident or malfunction of the servers or of electronic communication networks that may disrupt the normal course of the Programme, provided that they are due to causes extraneous to **THE START4BIG PARTNERS**.

5.5 Industrial or Intellectual Property Rights

The ownership of each and every one of the projects submitted that are protected or are likely to be protected by industrial and intellectual property rights, belongs to the authors and/or owners of the aforementioned projects. Without prejudice to subsequent agreements, by merely taking part in the call the applicant will not lose or otherwise assign ownership in relation to any rights that may arise from its Application Form. Each of **THE START4BIG PARTNERS** reserves the right to assign and transfer any of its rights and obligations under these Terms and Conditions to any entity of their Group of Companies. The *start-ups* participating in the **START4BIG PARTNERS** innovation programme guarantee and expressly recognise that they are the legitimate owners of the projects presented to it, and if required, they should declare that they have the express authorisation of its legitimate owners, in order to be disclosed through this programme. Participants expressly guarantee the authorship and originality of all of the projects submitted, and that these are not copies or total or partial modifications of any work or brand. In this sense, participants undertake to hold **START4BIG PARTNERS** harmless against any claims by third parties for damages arising from any of the projects submitted or from the use of these by **START4BIG PARTNERS** if intellectual or industrial property rights are infringed, involve acts of unfair competition or suppose any breach. **START4BIG PARTNERS** will not assume any responsibility, whether direct or indirect, with regard to any type of controversy, dispute and/or litigation that may arise from the publication, disclosure and/or dissemination of projects through the programme without the consent of their legitimate owners. **START4BIG PARTNERS** reserves the right to automatically disqualify any applicant which seeks to bypass or interfere with the selection process or which engages in any untoward practices and/or which avails itself of any practices that may be considered as contrary to the spirit of **START4BIG PARTNERS** or to the business principles of the group of companies to which belong each **START4BIG** Partners.

START4BIG PARTNERS will assume no responsibility for any breach of any rule or any infringement of third party rights made by the participants within the framework of their participation in the innovation programme of **THE START4BIG PARTNERS**, with these assuming the obligation to hold **START4BIG PARTNERS** harmless in such a case.

The participating *start-ups* will retain the industrial and/or intellectual property rights, and will therefore

be considered sole and exclusive owners of the technologies developed in the context of their projects. The presentation of the projects shall not imply any transfer of industrial or intellectual property rights, unless expressly agreed otherwise.

5.6 Limitation of use

The applicant is aware and accepts that it may not use THE START4BIG PARTNERS platform to:

- Upload or send any contents that may be in breach of the law or public morals or any other contents that are damaging, abusive, disrespectful, defamatory, vulgar, obscene, invasive, racist, xenophobic or otherwise objectionable.
- Cause harm to individuals or groups in any way.
- Carry out any unlawful or fraudulent act.
- Upload or send any contents without the rights required to do so. Nor may any commercial or advertising contents be sent, uploaded or otherwise transmitted.
- Upload or send any contents in breach of any intellectual property rights, however whatsoever and wherever arising.
- Upload or send any material containing viruses as files designed to interrupt, destroy or limit the functioning of software, hardware or telecommunications equipment.
- Interfere with or violate any policies of the platform or any connected network or third party service provider.
- Intentionally or accidentally violate any laws applicable at local, state, national or international level.
- Collect or store personal information concerning other participants.

THE START4BIG PARTNERS will be entitled to remove any contents that infringe these Terms and Conditions. The applicant will assume full responsibility for the use of any own or third party content, either partially or totally. Without prejudice to the above, THE START4BIG PARTNERS will be entitled (though not obliged) to reject any contents and eliminate it from any of its processes and platforms.

5.7 Trademark

Each THE START4BIG PARTNERS and the applicant retain all rights, ownership and interests in their respective registered trademarks.

The submission of a proposal will not, unless authorized otherwise, grant any rights in favour of the applicant to use any intellectual property rights of each of THE START4BIG PARTNERS, including the promotion of the project in any forum using the name associated with Start4big.

Neither THE START4BIG PARTNERS nor the applicant will use the registered trademarks or any other registered trademark or brand name of the other party or any words, symbols, or similar designs that may be confused for them, either as part of their corporate name, or as part of the name of any product of its counterparty.

Trademarks, notifications, brand names, commercial advertising, drawings, designs, logos, texts etc.

appearing on THE START4BIG PARTNERS web portal or used in the services hosted on any subdomain of its platform are the exclusive property of THE START4BIG PARTNERS or of third parties which have issued it with prior express authorisation to use same. Any use or operation by any means of any contents on THE START4BIG PARTNERS website or its platform is prohibited without prior consent in writing by THE START4BIG PARTNERS. The design and contents of the portal and the services are protected pursuant to the stipulations of national and international regulations concerning protection of industrial property and copyright, and THE START4BIG PARTNERS prohibits any: amendment, copying, distribution, transmission, deployment, publication, editing, sale or exploitation in any way of the design and contents of the Start4big PARTNERS website or its platform.

5.8 Data protection

Who is the data controller of your personal data?

We inform you that each of the START4BIG PARTNERS is in compliance with the provisions contained in the EU General Data Protection Regulation (hereinafter "GDPR") 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Each of the START4BIG partners acts as data controllers of any personal data provided by you.

Data controller identity	Address	Data Protection Officer Contact Details
Aigües de Barcelona, Empresa Metropolitana de Gestió del Cicle Integral de l'Aigua, S.A. CIF A-66098435	Carrer del General Batet 1-7, 08028 Barcelona	dpo@aiguesdebarcelona.cat
CaixaBank, S.A. CIF A-08663619	Pintor Sorolla 2-4, 46002 Valencia	www.caixabank.com/delegadoprotecciondedatos
Naturgy Energy Group, S.A. CIF A-08015497	Avenida San Luis 77, 28033 Madrid	dpd-dpo@naturgy.com
SEAT, S.A. CIF A-28049161	Autovía A-2, Km. 585, Martorell (Barcelona)	dataprotection@seat.es
Telefónica de España, S.A.U. CIF A-82018474	Gran Vía 28, 28023, Madrid	DPO_Movistar@telefonica.com

Considered together from now on as the "START4BIG PARTNERS".

How do we use your personal data and what is the lawful basis for processing it?

START4BIG platform could be accessed by different kind of users; and, depending on the type of user you are, your data will be processed for different purposes according to the terms detailed in this privacy policy. Thus, we inform you that you can access the platform as:

Employee: Internal experts from each of the START4BIG PARTNERS, which are able to decide if the projects presented suit the START4BIG PARTNERS needs. They are responsible for evaluating candidates' projects and deciding about the submissions that deem most interesting.

As an employee the START4BIG PARTNERS will use your personal data for the following main purposes:

- Manage your participation as judge of the competition and enable the evaluation process of candidates.
- Handle your requests, queries or suggestions.

The legal basis for the processing of the above purposes is the performance of a contract, considering the **Legal Terms** as a valid contract between each Partner and the data subject.

Candidate: Representative of a legal entity who, on behalf of a start-up, applies in order to participate in the competition by submitting the requested candidacy to the START4BIG platform.

As a candidate, the START4BIG PARTNERS will use your personal data for the following main purposes:

- Manage your registration to the START4BIG platform.
- Evaluate your submission through the START4BIG platform in order to choose the projects that better fit with the START4BIG PARTNERS needs.
- Handle your requests, queries or suggestions.
- Send information related to the competition process, as well as inviting you to relevant events.

The legal basis for the processing of the above purposes is the performance of a contract, considering the **Legal Terms** as a valid contract between each Partner and the data subject.

- Finally, and only if you have expressly accepted by clicking the current check box, the START4BIG PARTNERS will use your personal data in order to inform you about other open innovation initiatives that each Partner could have or develop.

The legal basis for this processing is the **express consent** you have given at the submission registration. You can withdraw this consent at any time as a data subject following the procedure established in the following section: “What are your rights as affected individual?”

For these purposes, any of the START4BIG PARTNERS could contact you by mail, email or phone.

External judge: Individuals or legal entities responsible for evaluating candidates' projects and deciding about the submissions that deem most interesting.

As an External judge, the START4BIG PARTNERS will use your personal data for the following main purposes:

- Manage your registration to the START4BIG platform as an external judge.
- Contact you for awarding the candidates submissions that must be evaluated by you.
- Handle your requests, queries or suggestions.

The legal basis for the processing of the above purposes is the performance of a contract, considering the **Legal Terms** as a valid contract between each Partner and the data subject.

For these purposes, any of the START4BIG PARTNERS could contact you by mail, email or phone.

Ambassadors: Individual or legal entities that participate as ambassadors, with extensive connections within the innovation ecosystem that, due to their experience and knowledge will help START4BIG to promote the competition and find the best projects to achieve challenges.

As an ambassador, the START4BIG PARTNERS will use your personal data for the following purposes:

- Manage your participation request as ambassador in the START4BIG initiative.
- Handle your requests, queries or suggestions.

For any of the abovementioned purposes, any of the START4BIG PARTNERS could contact you by mail, email or phone.

The legal basis for this processing is the performance of a contract due to the processing is necessary to attend your request.

Other users: Individual/s or legal entity that contacts the START4BIG initiative to request general information about START4BIG.

As other users, the START4BIG PARTNERS will use your personal data for the following main purpose:

- Manage your queries, requests, suggestions or your subscription to the START4BIG mailing list.
For this purpose, any of the START4BIG PARTNERS could contact you by mail, email or phone.

The legal basis for this processing is the performance of a contract due to the processing is necessary to attend your request.

Participants: Any individual or legal entity described above as employee, candidate, external judge, ambassador and other users. The legal basis to be applied for the processing is described in each category.

Which kind of data do we deal with?

In the framework of the functionalities and, for the management of their participation through the platform, the START4BIG PARTNERS will process the following categories of data:

- Employee: Name, email and company.
- External judges, ambassadors and other users: name, corporate email and corporation.
- Candidates:
 - Name and surname
 - Phone
 - Corporate email
 - Position or function in the company
 - Name of the start-up
 - Start-up website
 - Level of maturity of the start-up
 - Description of the start-up
 - Country of origin of the start-up
 - Year of creation
 - Technical area
 - Challenge in which they participate
 - Proposal for a solution to the challenge
 - Optional data:
 - CV
 - Business model
 - Number of workers
 - Annual turnover volume
 - LinkedIn, Facebook and Twitter.
- Ambassadors: Name, email and company.
- Other Users: Name, email and company.

How long do we retain your data?

START4BIG PARTNERS will retain your personal data only during the required period to carry out the purposes for which they were collected, while not revoking the consents granted when applicable. Subsequently, if necessary, the information will be blocked by the legally established deadlines.

In the case of the personal data provided to START4BIG PARTNERS, the data will be stored for five year from the date of the capture. After this period, the data will be deleted, unless you indicate otherwise.

While not revoking the consents granted, in the case of your contact data provided to START4BIG PARTNERS to inform you about other open innovation initiatives will be stored for one year. After this period, the data will be deleted, unless you indicate otherwise.

What other recipients will the personal data be disclosed to?

START4BIG PARTNERS will not communicate your personal data stored to third parties, except in legally established cases or when it is necessary to comply with the purpose of data processing, as well as to service providers with which it has concluded agreements.

Which are your rights as data subject?

You will be able to exercise your rights of access, rectification, erasure, or objection at any time, as well as the rights of restriction of processing and the right to data portability under the GDPR regarding your personal data, by sending a written communication attaching a copy of your identity card or another document proving your identity and stating the right you want to exercise to the following addresses:

Partner	E-mail
<p>Aigües de Barcelona, Empresa Metropolitana de Gestió del Cicle Integral de l’Aigua, S.A.</p>	<p>innovab@aiguesdebarcelona.cat</p> <p>Please be informed that in case you exercise your rights at Aigües de Barcelona, you should specify that the exercising of rights is in regard of the START4BIG Programme. Your personal data related to the START4BIG Programme will be located in separate data bases from those containing data related to commercial relationship with Aigües de Barcelona.</p> <p>Aigües de Barcelona in no circumstances will cross check the data bases of the START4BIG Programme with any of its data bases.</p>
<p>CaixaBank, S.A.</p>	<p>ejercicio.de.derechos@caixabank.com</p> <p>Please be informed that in case you exercise your rights at CaixaBank, you should specify that the exercising of rights is in regard of the START4BIG Programme. Your personal data related to the START4BIG Programme will be located in separate data bases from those containing data related to commercial relationship with CaixaBank.</p> <p>CaixaBank in no circumstances will cross check the data bases of the START4BIG Programme with any of its data bases.</p>
<p>Naturgy Energy Group, S.A.</p>	<p>dpd-dpo@naturgy.com</p> <p>Please be informed that in case you exercise your rights at Naturgy Energy Group, you should specify that the exercising of rights is in regard of the START4BIG Programme. Your personal data related to the START4BIG Programme will be located in separate data bases from those containing data related to commercial relationship with Naturgy Energy Group.</p> <p>Naturgy Energy Group in no circumstances will cross check the data bases of the START4BIG Programme with any of its data bases.</p>

<p>SEAT, S.A.</p>	<p>customercare@seat.es</p> <p>Please be informed that in case you exercise your rights at SEAT, you should specify that the exercising of rights is in regard of the START4BIG Programme. Your personal data related to the START4BIG Programme will be located in separate data bases from those containing data related to commercial relationship with SEAT. SEAT in no circumstances will cross check the data bases of the START4BIG Programme with any of its data bases.</p>
<p>Telefónica de España, S.A.U.</p>	<p>DPO_Movistar@telefonica.com</p> <p>Please be informed that in case you exercise your rights at Telefónica de España, you should specify that the exercising of rights is in regard of the START4BIG Programme. Your personal data related to the START4BIG Programme will be located in separate data bases from those containing data related to commercial relationship with Telefónica de España. Telefónica de España in no circumstances will cross check the data bases of the START4BIG Programme with any of its data bases.</p>

The exercise of these rights is free of charge.

Likewise, if you consider that the Partners has not processed your personal data in accordance with the applicable regulations, you can file a complaint before Spanish Data Protection Agency through the following website www.aepd.es.

5.9 Early Termination

In the event of becoming a winner of the competition, specific and measurable goals will be set, that guarantee achievement of the milestones.

Not achieving the marked milestones, may lead to the immediate termination of their participation in THE PROGRAMME. In cases where **THE START4BIG PARTNERS** deems fit, they may be granted a period of time to resolve any deficiencies. In this case, the offending beneficiary will receive written notification stating that such a breach should be rectified within a specified period of time. If the breach is not corrected in time, the start-up could be punished by being asked to leave the programme.

5.10 Prevention of Occupational Hazards

Those selected to develop the project must submit documentation relating to the prevention of occupational hazards in order to ensure that business activities can be coordinated.

5.11 Non Offer Employment

Under no circumstances will the submission of a project, its use by THE START4BIG PARTNERS or any mention in these Terms and Conditions be interpreted as an offer or a contract of employment by THE START4BIG PARTNERS.

5.12 Applicable Law and Jurisdiction

The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of Spain and the parties hereby submit to the exclusive jurisdiction of Barcelona Capital Courts.