

START4BIG Legal Terms

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Description and Objectives

START4BIG is an alliance of the *start-up* innovation units of Aigües de Barcelona, CaixaBank, Naturgy, SEAT and Telefónica España (**these innovation units, 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 also be 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 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:

- Biometric Identification, Biometric & Secure Identification
- Internet of Things (IOT)
- Smart Homes
- Mobile Payment;
- Cybersecurity;
- Intelligent Buildings
- Smart Mobility
- Big Data
- Circular Economy
- Renewable Energy
- Artificial Intelligence
- Virtual, Augmented & Mixed reality

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 take final decisions concerning the Call and its selection process, including the possibility that they do not select winners of the competition. 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. First, *start-ups* may submit their application for participation through the registration platform available on the START4BIG website: www.start4big.com. Second; *start-ups* may submit their application through nominations or recommendations made by any of the initiative's ambassadors and/or partners.

In either of the above-mentioned application methods, to participate in the selection process, each applicant will need to register by providing the required information and completing the registration form. The purpose of this form is so 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 complete 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. Applicants will also need to describe the pilot project proposed to solve each challenge to which they are applying by completing a two-page document in PDF format answering the following questions:

1. How would you describe your solution in 140 characters?
2. What is your solution?
 - a. How do you plan to adapt your product or service, so that it can solve the Start4big challenge?
3. What is the value proposition of your solution?

- a. Is it unique or are there any similar solutions that already exist in the market?
 - b. In the second case, what are these similar solutions, and how is yours different from them?
4. What model do you propose in order to launch a pilot project based on your solution?
 - a. How do you plan to implement your solution and make it scalable?
 5. How would a pilot project based on your solution add value to the Start4big partner(s)?
 - a. Which benefits can it bring to their business and to their customers?
 - b. How does it adjust to the needs of their specific industry(-ies)?
 6. Do you have a functional prototype of your solution, or have you already launched a similar product or service in the market?
 - a. If yes, briefly describe the use case, the clients involved, if any, and the results that were obtained by testing your solution with real customers. Is it a story of success?
 7. What resources would you contribute to the development of a pilot project based on your solution?
 - a. Which resources would need to be provided by the Start4big partner(s)?
 8. Does your solution require a contribution from any external parties (other than the members of Start4big) in order to develop a pilot project?
 - a. If yes, please specify the type of contribution you would consider necessary and/or if you already have an external party you would like to involve as a contributor.
 9. How does a pilot project based on your solution meet the requirements of the new European Data Protection Regulations (GDPR)?

Useful tips:

If you have a demo of your product/service, show it to us! Demos may also help to better understand your product/service.

- Think about whether your project is at the right stage of its development phase before you apply to this call. If you are not sure, it is probably not the right time. Don't worry; continue to work on the project as there will be more opportunities in the future.
- Take your time to complete the application form. You will be able to save, 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: Missing or misleading information in the application may lead to your application being declined.
- Be creative. We love creative and different people.

All documents should be submitted in **English** as all competition evaluations and communications will be carried out in English. Documents submitted in other languages will not be considered.

The platform will only allow the form to be submitted once the *start-up* has completed all required fields. If the form is completed but not submitted, the *start-up's* 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 do 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' 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 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 *start-up* 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 application period will be open from **October 23rd, 2019 at 17:00h Spanish time (GMT +1)**. The entire 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 **March 1st, 2020 at 23:59h Spanish time (GMT +1)**. Proposals received before or after the above-mentioned dates will not be considered.

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

2. **Evaluation of candidacies & communication of pre-finalists*:** This will take place during the period between **09/03/2020 to 30/04/2020** inclusive. The judging committee shall consider the proposals received through the registration platform and up to a maximum of 40 pre-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 take place during the period between **19/05/2020 to 20/05/2020** inclusive. The *pre-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 outlined in section 2 of these rules.
4. **Communication of finalists:** On **01/06/2020**, projects that have been chosen as the *start-up* finalists from Pitch Days will be notified and will also be informed of the next phases in the process via the email address provided on the registration platform. Although there is no numerical limitation on 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 finalists.

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.

5. **Pre-negotiation:** Starting on **11/06/2020**, projects that have been chosen as finalists will enter the negotiation preparation processes. The chosen *start-ups* will be required to sign a letter of intent, within 5 business days of receiving the notification, through which they record that they are prepared to initiate negotiations with THE START4BIG PARTNERS.
6. **Negotiation [from 10/07/2020-01/08/2020]** 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. **Winners announcement:** On **28/09/2020**, following the negotiation phase, the chosen *start-ups* will present their COMPETITION-winning projects at the **Awards event**. Additionally, START4BIG's organisers will publish the winning projects on their website: www.start4big.com, and they will share them through official channels of communication.
8. **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*)

***Fast Track candidates:** Any candidate participating in Start4big can be selected for the *Fast Track* module at any moment during the competition. Fast Track candidates will be directly contacted on an individual basis by THE START4BIG PARTNER(S) to negotiate pilot projects even if their evaluations have not received enough points to proceed to the next phase of the competition.

IMPORTANT NOTE: All 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 assessment phase by the judges will begin. The assessment process is expected to start on **09/03/2020**, and conclude on **30/04/2020**. 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 strategic needs of the partners and the *start-up(s)*. The information provided by each *start-up* on the registration form will be taken into consideration during the assessment phase.

The panel of judges will choose the *start-up* pre-finalists that will subsequently be invited to present their projects during the Pitch Days according to the following criteria:

- State of maturity
- Motivation and expectations
- Sustainability
- Feasibility
- Scalability
- Possibility to generate synergies with THE START4BIG PARTNERS
- Innovation and Impact

Each candidacy will obtain a final qualification score from each of the judges responsible for assessing and evaluating their application. The organisers will be able to communicate with participants to request additional information or documentation if necessary.

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 START4BIG PARTNERS
- Business opportunity and growth potential of the project
- Go-to-market strategy
- Innovativeness and the 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 the 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 **28/09/2020**.

THE START4BIG PARTNERS reserve the right not to select any *start-ups* throughout the duration of the competition.

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 that 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 *start-up* will be required to sign a letter of intent, in a period of 3 days, through which they will express their willingness to start negotiations with THE START4BIG PARTNERS. Following this negotiation, the *start-up* will receive an agreement that governs the terms and conditions of the scale-up programme (the “Agreement”). In case this agreement is not signed, the *start-up* will not be able to enter the program. If your *start-up* is one of the final projects selected, we recommend obtaining independent legal advice regarding 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 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* or company is selected to participate in the programme 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 Partner whose business unit has expressed interest in the POC, will be purely at the discretion of the Partner and will be negotiated between the Partner and the selected *start-up* or company.

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

- Access to working space, subject to availability, for at least [4] months in Barcelona (Spain), at the location of each Party
- Technical and technological support
- A dedicated mentor from each Partner who will handle business unit introductions to that Partner's business units.
- Invitations to *start-up* showcases, regional and global *start-up* events organized by any alliance member.
- Possibility to access investment from THE START4BIG PARTNERS. Such investment decisions shall be at the sole discretion of each of THE START4BIG PARTNERS 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 to participate in a pilot agreement with interested THE START4BIG PARTNERS.

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* or company:

- Possibility to establish a collaborative agreement to integrate their product into 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 the 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** reserve the right to modify these Terms and Conditions, which includes the possibility of canceling, 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.

THE 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 programme participants through the same communication means in which they were informed of it being held, exempting **START4BIG** of any obligation or financial compensation with respect to the participants.

THE START4BIG PARTNERS reserve the right to cancel, amend or suspend any aspect or criteria of the application or the selection process. THE START4BIG PARTNERS also reserve the right to not select *start-ups* or companies throughout the duration of the competition as they deem appropriate.

The 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, the applicants undertake to indemnify and hold THE START4BIG PARTNERS free of liability against any claims, damages and/or losses related to and/or caused by the applicant's project (ideas, innovative items, etc.) To this end, it undertakes to submit applications that 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 is submitted, 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 content that is contrary to current legislation on personal data protection, or that violates the right to honour, to privacy and to the image, or which adversely affects third-party property or rights, will be subject to immediate exclusion.

In the cases referred to above, those participants who have been excluded will lose their right to participate; if they had already been chosen as winners, they will be automatically disqualified.

5.3 Confidentiality

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

- "*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 the custody, use, treatment and/or willful 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 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 extrajudicial 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, belong 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 the 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** 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** free of liability 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 not assume 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 they may not use THE START4BIG PARTNERS platform to:

- Upload or send any content that may be in breach of the law or public morals or any other content 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 content without the rights required to do so. Nor may any commercial or advertising content be sent, uploaded or otherwise transmitted.
- Upload or send any content in breach of any intellectual property rights, 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 content that infringes on 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 content and eliminate it from any of its processes and platforms.

5.7 Trademark

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 content on THE START4BIG PARTNERS website or its platform is prohibited without prior consent in writing by THE START4BIG PARTNERS. The design and content of the portal and the services are protected pursuant to the stipulations of national and international regulations concerning the 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 content of THE START4BIG PARTNERS website or its platform.

5.8 Data protection

Who is the data controller of your personal data?

We inform applicants 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, as well as Spanish Organic Law 3/2018, of December 5 on the Protection of Personal Data and Guarantee of Digital Rights.

Each of the START4BIG partners acts as data controllers of any personal data provided by the applicants.

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/delegadoproteccion dedatos
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 kinds 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:

Employees: 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 during the evaluation phase as well as during the Pitch days to decide which projects are most relevant to their company and/or specific business unit.

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

- Manage your participation as a 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.

Applicant/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 an applicant/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 checkbox, 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 a data subject?"

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

External Judges: Individuals or legal entities responsible for evaluating the candidates' projects and deciding about the submissions that deem the 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 assigning 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: Individuals or legal entities with extensive connections within the innovation ecosystem that, due to their experience and knowledge, help START4BIG to promote the competition and find the best projects to solve the challenges.

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

- Manage your participation request as an Ambassador in the START4BIG programme.
- Handle your requests, queries or suggestions.

For any of the above-mentioned 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.

Social Media Users: Individuals or legal entities that, on behalf of a start-up, submit the requested data via a Social Media form in order to receive more information about the competition and participate in the START4BIG programme. The submission of these data via the Social Media form results in the automatic creation of the candidacy of these users on the START4BIG platform.

As a Social Media User, THE START4BIG PARTNERS will use your personal data for the following main purposes:

- Manage your registration to the START4BIG platform.
- Handle your requests, queries or suggestions.
- Send information related to the competition process, as well as inviting you to relevant events.

For any of the above-mentioned purposes, any of THE START4BIG PARTNERS could contact you by mail, email or phone.

The legal basis for this processing is the **express consent** you have given at the submission of your data via the Social Media form. 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 a data subject?"

Other Users: Individuals or legal entities that contact the START4BIG programme 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 the above-mentioned 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.

What 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:

Employees: Name, surname, email, and company.

External Judges: Name, surname, corporate email, corporation, and LinkedIn.

Applicants/Candidates:

- o Name and surname
- o Phone
- o Corporate email
- o Position or function in the company
- o Name of the start-up
- o Start-up website
- o Level of maturity of the start-up
- o Description of the start-up
- o Country of origin of the start-up
- o Year of creation
- o Technical area
- o Challenge in which they participate
- o Proposal for a solution to the challenge

Optional data:

- CV
- Business model
- Number of workers
- Annual turnover volume
- LinkedIn, Facebook and Twitter

Ambassadors: Name, surname, email, company, and LinkedIn.

Social Media Users: Name, surname, and email.

Other Users: Name, surname, email, company, and LinkedIn.

How long do we retain your data?

THE 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?

THE START4BIG PARTNERS will not communicate your stored personal data 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.

What are your rights as a 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
Aigües de Barcelona, Empresa Metropolitana de Gestió del Cicle Integral de l'Aigua, S.A.	innovab@aiguesdebarcelona.cat 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 databases from those containing data related to commercial relationship with Aigües de Barcelona. Aigües de Barcelona in no circumstances will cross check the databases of the START4BIG Programme with any of its databases.
CaixaBank, S.A.	ejercicio.de.derechos@caixabank.com 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 databases from those containing data related to commercial relationship with CaixaBank. CaixaBank in no circumstances will cross check the databases of the START4BIG Programme with any of its data bases.

<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 databases from those containing data related to commercial relationship with Naturgy Energy Group.</p> <p>Naturgy Energy Group in no circumstances will cross check the databases of the START4BIG Programme with any of its databases.</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 databases from those containing data related to commercial relationship with SEAT.</p> <p>SEAT in no circumstances will cross check the databases of the START4BIG Programme with any of its databases.</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 databases from those containing data related to commercial relationship with Telefónica de España.</p> <p>Telefónica de España in no circumstances will cross check the databases of the START4BIG Programme with any of its databases.</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.

6. Terminology

The terms used throughout this document shall be defined and have the meanings as established below (such meanings to be applicable in both the singular and plural forms of the terms defined). The defined terms are provided for the sake of clarity only.

START4BIG: The first cross-sector open innovation initiative in Europe created by the alliance between Aigües de Barcelona, CaixaBank, Naturgy, SEAT and Telefónica España in 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.

THE START4BIG PARTNERS: Collective innovation units from the five principal partner corporations of START4BIG: Aigües de Barcelona, CaixaBank, Naturgy, SEAT and Telefónica España

Organisers: Legal entity in charge of organising the START4BIG competition on behalf of **START4BIG PARTNERS**. The foregoing includes the processing of personal data as data controller.

The START4BIG competition: The formal contest composed of various stages through which start-ups and/or companies participate and compete to solve the business challenges established for the opportunity to negotiate a pilot project with **THE START4BIG PARTNERS**.

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

Applicants/Candidates: 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.

Pre-Finalist: Candidates whose projects pass the evaluation phase and are selected to present their solution during Pitch Days.

Finalists: Candidates whose projects are selected after presenting at Pitch Days to enter in the negotiation phase with **THE START4BIG PARTNERS** in relation to the specific challenge.

Winners: Candidates who have negotiated a pilot project with **THE START4BIG PARTNERS** in relation to the specific challenge.

Fast Track: Any candidate participating in the competition can be selected as for the Fast Track module. This enables **THE START4BIG PARTNERS** to directly contact candidates on an individual basis to negotiate pilot projects even if their evaluations have not received enough points to proceed to the next phase of the competition.

Pitch Days: The formal event where the selected pre-finalists pitch their proposed solution in front of a panel of internal experts to be evaluated.

Awards Event: An event organised to celebrate and announce the winners of the START4BIG competition.

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

Employees: 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 during the evaluation phase as well as during the Pitch Days to decide which projects are most relevant to their company and/or specific business unit.

Ambassadors: Individual or legal entities 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.

Other users: Individual/s or legal entity/ies that contact the START4BIG programme to request general information about START4BIG.

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.

Data controller: Each of the START4BIG partners acts as data controllers of any personal data provided by the applicants. The controller determines the purposes and means of processing personal data. Processing personal data by a data processor on behalf of these data controllers, shall be governed by data processing agreement.