

**Official Rules**  
**2021 TIN Global Challenge: Future of Flexibles**

(the “Challenge”)

## **Challenge Rules**

These rules set out the terms and conditions governing your participation in the challenge. By participating in this challenge, you fully and unconditionally agree to comply with these rules. If you do not agree with them, do not register for this challenge and do not submit an entry.

### **1.Sponsors and Organizers**

**Sponsor** (the “**Sponsor**”): SecondMuse Singapore Pte Ltd.

### **2. Term**

The Challenge begins 2nd February 2021 and ends 7 April 2021 at 23:59 SGT. The challenge will be accessible 24 hours a day on the dedicated Challenge website operated by AcceleratorApp at <https://flexibles.acceleratorapp.co/application/new?program=2021%20global%20innovation%20challenge%3a%20future%20of%20flexibles>

### **3. Agreeing to the Rules**

Any eligible person who is registered on the challenge website and enrolls to participate in the challenge (“**Participant**” or “**You**”), is required to review and accept these rules. By accessing and accepting these rules, you:

- Fully and unconditionally agree to comply with these rules. Participants express their agreement by checking an online box while enrolling for the challenge.

In case of non-respect of these rules, the participant will be immediately disqualified from the challenge and no prizes will be awarded.

### **4. Registration and Participation in the Challenge**

To take part in the challenge, AcceleratorApp must receive a completed registration through the application page (the "challenge website") no later than April 7th, 11:59 PM EST.

To register, the participant must first have created a user account on the AcceleratorApp application website for this challenge, and must have truthfully and accurately completed required information, such as first and last name, email address and password.

You must also have accepted the rules as well as the **Terms and Conditions of Use** and the **Privacy Policy**, during the creation of your user account and your registration to the challenge.

For successful registrations, a confirmation email containing an activation link will be sent to the email address listed in the registration forms. Incomplete registration forms cannot be submitted and such applicants will not be registered for the challenge.

Any registration based on inaccurate, false or incomplete information or refuse collection, recording and use of personal data that is strictly necessary to perform the challenge will result in the participant's disqualification. Participant is solely responsible for the information he/she provides while registering.

Registration for and participation in the Challenge is free, with no purchase or payment obligation.

## 5. Eligibility

This challenge is open and offered to startups, data scientists, corporate teams, university research teams and other innovator categories under either of the conditions below:

- Must be over 18 years old

Any participant who does not fulfill the conditions of participation as provided above during their registration and/or at any time during the challenge will be disqualified from the challenge without prior notice and will not be entitled to any prize.

Additionally, the following conditions apply for eligibility in the challenge:

- Applicants may submit more than one solution or prototype, but solutions must not be substantially similar to other submission(s) by the same applicant.
- Submissions must be in English. **If in a language other than English, the submission must be accompanied by an English translation of the full text.**
- Each submission must be at minimum a working, functional prototype that offers a solution to flexible plastic waste. Solutions and innovations should address at least one of the two defined solution areas. These solution areas encompass innovations in materials, products traditionally within flexible packaging, business models for delivery and distribution that reduce flexible plastic waste, collection and sorting for flexible packaging, as well as recycling

and end-use innovations for flexible plastics.

- Submissions may incorporate open source or proprietary technology

## **6. Duration of the Challenge**

The challenge begins 2nd February 2021 and ends 7th April 2021.

- When necessary due to operational requirements, the organizers reserve the right to alter the duration of the challenge by a reasonable amount of time, which will be conveyed to participants

## **7. Purpose of the Challenge and Participation**

The goal of the challenge is for participants to submit their startups/companies (or projects) in the form of a deliverable (as defined in section 9) which reduces flexible plastic pollution by providing a solution within one of the following solution areas:

- RETHINK the materials, products, or business models related to flexible packaging; or
- RECYCLE flexible plastics through downstream innovations in collecting, sorting, and processing flexible plastics.

Participants must submit a solution that relates to at least one solution area.

## 8. Challenge Process

The Challenge consists of following rounds:

**Application Phase:** Deliverables will be accepted from 2nd February 2021 to 7th April 2021 at 23:59 EST. The deliverables consist of the entry questionnaire as well as a side deck of up to 10 slides.

At the end of the Application phase, up to 25 companies will be invited for interviews. Up to 16 winning teams will proceed to the Growth Program phase.

**Cohort Announcement:** The Incubation Network team aims to announce the cohort publicly on 23rd April 2021.

**Summit/Forum:** The program will begin with a forum from 19th - 21st May 2021 to introduce members of the cohort to one another and to mentors.

**Mentorship Program:** the 8 week mentorship program will commence after the summit will end at end-July 2021.

During this phase the ~15 selected innovations will be given the opportunity to interact with field experts who will assist the innovators through mentorship and curriculum in refining their deliverable for application in South and Southeast Asian markets in preparation for growth.

At the end of the Growth Program, all teams will be required to submit a pitch deck presentation and participate in a public Showcase Day.

**Notification to Participants:** Once each phase has been completed, participants will be notified of the results via the platform, by email entered at the time of account creation on AcceleratorApp and via a notification on their account, by phone, or by other means, at the sponsor's discretion. The sponsor will be free to alter the dates on which results are released should this become necessary due to the number of deliverables to be assessed.

Each pre-selected or selected participant must respond to the email sent by the organizer announcing the selection of the team before the deadline specified in the message. Otherwise, the organizers reserve the right to disqualify the defaulting participant's idea (or project).

## 9. Deliverables

The deliverables must:

- 1) Address the specific problem statements set out in section 7 above
  - 2) Be in PDF format
  - 3) Be in English
  - 4) Comply with these rules
- Each participant grants that the content of the deliverable is only his/her contribution to their team. If it appeared that contribution is from a third party, all participants from the concerned team may be disqualified
  - The use of images, music, videos, etc. must be free copyright. In any case, the organizers will not be held responsible for the use of work on which third parties have rights.
  - In case of difficulties or failure to read the deliverable, participants will be notified and have the responsibility to resubmit it before the phase's deadline. If the participant is unable to resubmit the application, the idea (or project) in question will be disqualified from the challenge.
  - If a Participant does not upload a deliverable on the challenge website before the deadline, this will be considered as a withdrawal from the challenge. The participant may not join the challenge, and may not obtain any compensation from the sponsor.
  - If a deliverable cannot be downloaded, is not in the correct format or is incompatible, illegible, or unintelligible, the deliverable will be disqualified

## 10. Selection Criteria

Participant must agree and acknowledge that the challenge relies on creativity, capacity and ability to solve difficult problems.

The challenge does not depend, even partially, on chance or luck, and therefore should not be considered as a lottery. Under no circumstances are factors such as appearance, religion, membership in a trade union, political opinions or sexual orientation will be considered.

The jury members (the “**Voters**”) will evaluate and select the deliverables based on their content and the following selection criteria:

- Relevance of Challenge to Focus Areas (35%)
- Potential to Scale (25%)
- Team Background & Capabilities (20%)
- Impact (20%)

Decisions of the judges are final and not subject to negotiations or appeal. The sponsor is under no obligation to discuss or disclose its deliberations or rankings and

results.

## 11. Prizes

The prizes are awarded to the winners of the challenge, who are subject to compliance with the following cumulative conditions:

- The deliverables comply with section 9 (“Deliverables”)
- Each participant of the winning idea (or project), complies with sections 12 and 13
- It can be proven that the winning participants fulfill the conditions of eligibility of section 5.

No prize will be awarded to winners who do not fulfill the above conditions.

No assignment or transfer of prizes is allowed by a winner. If a potential winner is not contactable, is unable to accept the prize or any portion of the prize for any reason, the sponsor has no further obligation to such winner.

In the event of any participant (the “**Winner**”) cannot be reached, by email or by phone, for more than three (3) months after the first attempt to reach s/he was made, he/she will be deemed as having waived their right to claim the prize and will not be entitled to any prize or any kind of compensation.

In the event that a prize is awarded to a participant who does not meet the conditions of participation when registering or throughout the duration of the challenge, the sponsor reserves the right to require the participant to return the awarded prize.

Every participant recognizes and accepts that the sponsor

- Will not be held responsible, in any case, for the malfunction of the prize or for any harmful consequence undergone by the winner or any third party due to the prize
- Will not provide any prize warranty or assistance
- Is only committed to the delivery of the prize awarded to the winners. As a consequence, all the extra costs relative to the prize(s) or any overhead linked to the accession to ownership of the prize will stay, unless otherwise stipulated in the rules, chargeable to the winners. Neither coverage nor refund will be owed as such

If the prize as initially planned is unavailable, the sponsor will be at liberty to substitute the prize for another of similar value. Any such decision is at sponsor’s sole discretion.

## 12. Communication

The participant acknowledges and consents that the sponsor has a non-exclusive, royalty-free right for the duration of the challenge and for a period of three (3) years following the finalist selection date to use your name and surname, your city and

region of residence, the name of the institution in which you studied or in which you obtained your diplomas and other biographical information such as your image, the information regarding the prize (if you are a winner), and any other personal data that you submit with your deliverables as well as the content of your deliverables relating to the challenge for promotion, public display, informational, educational or awareness purposes on sponsor and sponsor partner channels.

Such publicity may be in any format including website, advertising banners, social networks, newsletter and press release now known or unknown to date, free of charge or for consideration. Such use by the sponsor does not entitle the participants to any additional payment.

As an example, each participant authorizes the sponsor to use the photographs taken during the semi-final to disseminate them via any communication medium.

Such use does not entitle the winner to any other payment other than the prize s/he receives. The sponsor agrees to cease use of the aforementioned elements in connection with the participant at the end of the aforementioned period, unless the participant expressly agreed otherwise in writing in advance.

The permission comes into force commencing on the challenge start date for the duration required stipulated above.

### **13. Intellectual Property**

**Definitions:** For the purposes of this section,

- "Intellectual Property Rights" refers to any copyright or other rights over a brand, a design or a model, a patent and, more generally, any element, (including trade secrets and know how), that may be protected by national and/or international laws or conventions on intellectual property ("Intellectual Property Rights")
- "Previous Rights" refer to any Intellectual Property Rights and/or any associated know-how held by the participants before the start date of the challenge ("Previous Rights")
- "Creations" refer to any software (including source and object code software), database, technical specifications, text, design, model, information, knowledge, method, process or product, as well as any resulting elements and/or processes likely or otherwise to be protected according to national and/or international laws or conventions on intellectual property developed by any participant as a part of any submitted deliverable throughout the challenge ("Creations").

**Warranty of non-infringement:** When submitting any deliverable, at any stage of the challenge, each participant guarantees to sponsor that s/he is the co/owner and/or co/holder of the Intellectual Property Rights regarding all or part of the creations contained in the deliverables submitted at any stage of the challenge, and

that s/he has obtained all rights and permissions regarding all pre-existing creations and any elements of the deliverables for which s/he does not hold the relevant rights.

Each participant guarantees that

1. His/her contribution is original and unprecedented
2. It does not infringe upon the copyright or any Intellectual Property Rights of any third party
3. All the elements of which his/her submissions are formed, as well as all pieces of contributions and information communicated in the submission presentation documents are accurate, reliable and complete
4. The submission of the relevant deliverables does not constitute an act of unfair competition of any kind

Sponsor cannot be held liable for any infringement of the above provisions by participants. Each participant shall indemnify sponsor against any disturbance, action, claim, opposition and demand or eviction attempt from any third party in connection with any creation in the deliverables (Intellectual Property Rights included).

It is compulsory for participants to indicate the source of any pre-existing creations of whichever nature and on whichever support that are included in any submitted deliverable. Any deliverable involving several participants constitutes a collaborative work and it should be treated as such in accordance with the applicable regulations in force.

#### **14. Modification of Rules, Suspension and Cancellation of the Challenge**

**Update of the Rules:** the sponsor reserves the right to amend these rules or challenge timelines at any time, including the challenge duration in case of operational imperatives, which will be conveyed to participants.

Participants are encouraged to consult these rules regularly. Participants expressly waive all claims or disputes related to any amendments to these rules by the sponsor.

Should any paragraph of these rules be declared or judged illegal, unenforceable or void by a court decision, the paragraph in question will be considered null and void, but all other unaffected paragraphs will be enforced within the limits of the law.

#### **15. Limitation of Liability**

The sponsor will in no way be held liable in the event of breakdown or failure, regardless of the cause, of any telecommunications network used that causes participants difficulty in or prevents participants from identifying themselves on or gaining access to the challenge website.

Participants agree that sponsor, its affiliates and all of their respective officers, directors, employees, contractors, representatives and agents (“released parties”) will have no liability whatsoever for, and will be released and held harmless by participants for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind, including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death. Without limiting the foregoing, everything on the challenge website and in connection with the challenge is provided “as is” without warranty of any kind, either expressed or implied, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, in which case such limitation or exclusion shall apply only to the extent permitted by the law in the relevant jurisdiction.

Participation in the challenge implies acknowledgement and acceptance of the characteristics, limits and risks of the internet and related technologies, particularly with regards to performance, response time, security of software and computer equipment against various potential attacks, such as viruses, logic bombs or Trojans, and loss or misuse of data. As a result, the sponsor will not be held liable in any way for any damage incurred by participants arising from these characteristics, limits and risks, which participants accept by registering and taking part in the challenge.

The sponsor will not in any case be held liable for damages resulting from faults with or delays in the submission of deliverables by participants, including refusal to accept these deliverables as a consequence of their submission outside the deadlines set out in the rules, from faults with or delays to the sending of any emails by the participant sent as part of the challenge, or from any alterations made to the deliverables independently of the sponsor.

The sponsor will not in any case be held liable for damages resulting from the services provided by a third-party relating to the prizes.

The sponsor will not be held liable for the consequences of a participant’s disqualification from the challenge as a result of their violation of these rules.

## **16. Personal Data Protection**

**Purpose:** The participant agrees that the Sponsor and AcceleratorApp may collect personal information or personal data from the participant for the purpose of administering and hosting the challenge in accordance with these rules.

**Personal Data:** Personal data collected and used by the sponsor or AcceleratorApp may include the participant’s name, age, nationality, contact details (address, email, address, phone numbers), photographs, images and other personal data reasonably necessary for administering or hosting the challenge.

Personal Data collected by the sponsor or AcceleratorApp shall not be used for any purpose except those reasonably related to the challenge as set out in these rules.

Participant's personal data is subject to processing within the meaning of the regulations on the protection of personal data (The EU 2016/679 General Data Protection Regulation and the Council of 27 April 2016, known as GDPR) for which the sponsor defines the purposes and means and is, as such, "Data controller" within the meaning of the GDPR.

In accordance with the provisions of the GDPR, the organizer undertakes to implement organizational and technical security measures in order to protect all participant's Personal Data. The organizer undertakes to allow the exercise of their rights from GDPR.

## **17. Claims**

Any participant's claims arising from the challenge, should be addressed no later than thirty (30) days following the challenge end date to [venutresupport@incubationnetwork.com](mailto:venutresupport@incubationnetwork.com).

All claims must include:

- 1) The participant's complete contact details (name, address, email address and phone number)
- 2) The name of the challenge
- 3) A clear and detailed explanation for the claim

## **18. Applicable Law and Disputes Resolution**

The challenge and any action related thereto shall be governed by and construed in accordance with the laws of Singapore.

In case of persistent litigation beyond a period of fifteen (15) days after the participant has filed a claim, the sponsor and the participant undertake to submit their dispute to an amicable conciliation prior to any legal proceedings.

The party wishing to initiate conciliation shall inform the other party by means of a registered letter with acknowledgement of receipt in which it will inform of its intentions and will explain the cause. If no agreement is reached between the parties within thirty (30) days after receipt of the registered letter, the parties regain their freedom of action.