

## **4YFN Awards 2019**

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## INTRODUCTION

GSMA (hereinafter "Organizer"), organizes "4YFN Awards" (the "Event") in the framework of 4YFN (Four Years From Now).

4YFN is an event focused on promoting innovation and entrepreneurship in the mobile ecosystem. A wide program of conferences, workshops, pitches and expert meetings are offered, designed to cater to all the needs of the mobile entrepreneurial environment. The Event will gather the best mobile industry leaders, successful entrepreneurs and digital experts along with renowned accelerators, incubators and investors.

## THE 4YFN AWARDS

The 4YFN Awards is a global startup competition aimed to find the best digital startups around the globe and will take place on the framework of 4YFN at Mobile World Congress 2019.

### Format

5 startups will be selected to be the startups finalists of the 4YFN Awards 2019. The finals will be held on Wednesday 27<sup>th</sup> February where the 5 startups will pitch on stage and take questions from the jury.

The jury will select the best 5 startups that will pass to the finale to compete to be the overall winner of the competition.

The **4YFN Awards** finale will take place on Wednesday 27<sup>th</sup> February and the **winner's announcement** will be announced at the end of the session. From among 5 finalists, **only one startup will be the overall winner**.

## HOW TO JOIN THE 4YFN AWARDS (application process)

To enter the 4YFN Awards, eligible entrants must provide accurate information and upload their projects using the form available at the 4YFN Awards website, in compliance with these 4YFN Awards Rules and Regulations and according to the instructions set forth in the Website. Any individual or organization which submits information or a project in connection with the 4YFN Awards is an applicant ("Applicant"). An entrant is an Applicant whose submission is deemed in compliance with all Organizer terms and instructions, and is therefore accepted for competition by the Organizer ("Entrant"). All terms contained herein which reference the Applicant continue to apply should the Applicant meet the criteria to become an Entrant. All materials submitted by Applicant to Organizer in relation to the 4YFN Awards constitute the project ("Project").

Participation in the 4YFN Awards constitutes Applicant's full and unconditional agreement to these 4YFN Awards Rules and Regulations and decisions of the Organizer, which are final and

binding in all matters related to the 4YFN Awards. Winning a prize is contingent upon Applicant fulfilling all requirements set forth in these 4YFN Awards Rules and Regulations.

Once the Project is received, the Organizer will notify the jury members and verify that the entry was received in compliance with the 4YFN Awards Rules and Regulations, or if further information or clarification is required. The jury members, with the support of the Organizer, will review all validly submitted entries and make a final determination of the ten candidates to be invited to the Event as finalists in the 4YFN Awards.

## SELECTION OF PROJECTS

The five finalists that will pitch at 4YFN will be selected by the jury members. The jury will select the finalists among all Projects validly registered in the 4YFN Awards, according to the following criteria.

### Primary judging criteria

- Ventures from any sector, related with digital technologies.
- Innovation: extent, uniqueness, proprietary rights and centrality of the project.
- Scalability and potential for growth
- Impact on the global market (economic and social)
- Fit: with the team, the initial markets, the resources available
- Potential for financial return

### Other eligibility criteria

Jury members will take the above criteria into account, as well as additional factors, including:

- Startups already incorporated and duly registered with no more than five years of existence (early-stage ventures)
- Ambitious and capable management teams
- Serious technology with sustainable competitive advantages preferred, but not required
- A high innovation component, understanding innovation in the broad sense (product, process, business plan, etc.)
- Representatives must have high-level English language skills, as the competition process will take place in English.

## CALENDAR

### Registration period

The 4YFN Awards registration is open from November 5<sup>th</sup> 2018 at 12:00 and closes at December 14<sup>th</sup> 2018 12:00 GMT+1 Europe (the "Registration Period"). Entries sent outside the Registration Period will not be accepted or considered.

The Organizer reserves the right to extend the application process or Registration Period. Any change will be posted on the 4YFN website and communicated to Entrants.

## Selection process

Following the close of the Registration Period, the jury members will analyze each Project and choose not more than five finalists.

## Finalist announcement

The five finalists will be announced on January 2<sup>nd</sup> 2019 on the 4YFN website. The Organizer will contact the selected finalists via message through the e-mail address provided on the entry form informing the Entrant of its selection. The prospective finalist must expressly agree to become a finalist of the 4YFN Awards ("Finalist").

If the prospective finalist does not agree to become a finalist within two (2) days of the finalist notification email, the Organizer will disqualify said Entrant. Organizer reserves the right to select another finalist at that time.

A prospective finalist may be required to execute and return an Affidavit of Eligibility, Release of Liability and, unless prohibited by law, Publicity Release. If a prospective finalist cannot be contacted within the specified time, fails to respond within the specified time of two (2) days, fails to sign and return the required documentation (if applicable), or has not properly completed the items required for entry, the prospective finalist forfeits all rights in and to the prize and the Organizer shall be entitled to select an alternative finalist. Acceptance as a finalist and receiving a prize are contingent upon compliance with these 4YFN Awards Rules and Regulations.

## 4YFN Awards finale

On February 27<sup>th</sup> 2019 finalists will pitch their entries at 4YFN Barcelona in the main stage in the finals in front of a live audience that will include investors, business executives, entrepreneurs, government officials, and the general public. Each Finalist will pitch on 4YFN stage. All individuals entering 4YFN are required to meet all terms of entry to 4YFN, including acceptance of the 4YFN Attendee Terms and Conditions and any other requirements from the Organizer.

After the pitches, the winner ("Winner") will be decided by a secret ballot by jury members, and will be announced at the stage at the end of the session.

The date and time of the 4YFN Awards shows are subject to change, and will be communicated to Finalists by the Organizer.

## PRIZES

The 4YFN Awards designates prizes for the winner and five Finalists. Prizes are subject to change at the discretion of the Organizer. Any changes to prizes will be updated on the website.

Each Finalist will receive the following:

- Free Exhibitor Stand for 3 days in a highlighted area of 4YFN Barcelona 2019
- Pitch Opportunity at the main 4YFN Stage
- AWS Activate Services – value 1M Euro in credits divided into the 5 finalists
- 5 Free visitor passes to 4YFN at Mobile World Congress Barcelona 2019
- Meet international press for promotion of the finalists projects
- One dedicated article to all finalists published on 4YFN website and included in newsletter and across social channel
- Mentions on Social Media and Newsletter

The Winner will receive the following:

- Free Exhibitor Stand for 3 days in a highlighted area of 4YFN Barcelona 2019
- Pitch Opportunity at the main 4YFN Stage
- Free Startup Booth at one of these Events: 4YFN MWC20, 4YFN MWCS or 4YFN MWCA
- *Lifetime access to FindThatLead – 2000 monthly credits for free each month, forever to search for your best future customers in just a few click.*
- *CEO and CTO will be invited to Las Vegas to participate in re:Invent - An AWS event on November 26-30, 2019. The Prize includes flight, hotel and full conference badge (value \$1800) + pitching opportunity.*
- 5 Free visitor passes to 4YFN at Mobile World Congress Barcelona 2019
- Meet international press for promotion of the finalists projects
- A dedicated article as a winner published on 4YFN website and included in newsletter and across social channel
- Mentions on Social Media and Newsletter
- "Free Office Space and Business Support Services in the MeadiaTIC incubator, one of the Barcelona Activa facilities, for a period of 3 months and for 3 staff members " (Value: €3000)

\* Exhibition at 4YFN is subject to the acceptance of and compliance with the 4YFN exhibition terms and conditions, and all directions and requirements of the event organizer as may be provided from time to time.

\*\*Entry to any event, including 4YFN or GSMA events, is contingent on acceptance of and compliance with the relevant event's applicable attendee terms and conditions, and all directions and requirements of the event organizer as may be provided from time to time .

All federal, state, and local taxes associated with receipt of any prize or benefit and all other costs and expenses associated with the acceptance and use of a prize or benefit shall be the sole responsibility of the Winner or Finalist. All prizes are awarded "as is" with no warranty or guarantee, either expressed or implied. Prizes are not transferable to any other person or organization in whole or in part, redeemable for cash or substitutable except by the Organizer, which reserves the right to substitute prizes of comparable or greater value, at its sole discretion. All prize details (including without limitation, method and location of delivery of the prize, brands and other variables) are at Organizer's sole discretion.

The Organizer reserves the right to award no prize if the submitted Projects do not meet the minimum criteria for quality.

The Organizer may, but is not obliged to, include additional prizes that will be updated at the Website, if any. Organizer's obligations regarding award of the prize shall conclude when the prize is awarded to the Winner and Finalists, as applicable.

The prizes are subject to these 4YFN Awards Rules and Regulations, and will not be replaced by cash. The prizes are subject to modification only at the discretion of the Organizer. If a Finalist or Winner rejects a prize, no alternative gift will be offered. Each prize is personal and not transferable. The sale or marketing of prizes is prohibited.

Without limiting in any way the consumer rights recognized by any applicable regulations, the Organizer is not liable for the negligent or illegal use of any prize by a Winner or Finalists.

## PARTICIPATION DETAILS

Submitted Projects must be the original work of the Applicant and must be entered by either an individual of legal age or a team, with no size restriction, provided each member is of legal age. The identity of each individual must be capable of verification through official documents (ID, passport, driving license, business documents, etc.) which will be provided to the Organizer immediately on request.

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Without limiting in any way the consumer rights recognized by any applicable regulations, the Organizer is not responsible for the loss or delay of an attempted Project submission due to any interruption, temporary lack of availability or continuity in operation, transmission problem, loss of information, fraud, network error, software malfunction, access, or communication or response error. The Organizer is not responsible for the loss, delay, or change of Event due to technical problems or problems of any other nature not attributable to us, beyond our control or attributable to network operators, providers of intermediary services, postal or message services, or third parties. The Organizer shall be exempt from any obligation or compensation to the participants if for reasons of force majeure or legal imperative the Event must be canceled or suspended.

Each Applicant, including members of teams, may enter a maximum of one time. Applicants must have access to the Internet as the 4YFN Awards can only be accessed online. Applicants must provide a valid e-mail address.

No purchase necessary to enter. A purchase will not increase your chances of selection. Void where prohibited.

Neither any Applicant nor any family members, ascendants, descendants, spouses or domestic partners, may enter as a contestant if an individual has taken part in organizing the 4YFN Awards or is an employee of the Organizer.

By entering the 4YFN Awards, Applicants represent and warrant that the Applicant holds all right, title and interest in the Project, that the information contained is accurate and complete, and that by submitting the Project to the Organizer Applicant is not and will not be violating any contract or third party rights including any patents, copyrights, trade secrets, proprietary or confidential information, trademarks, or rights to privacy including personal data. The Organizer shall not be liable for any violation of any rule or third party rights by Applicants, and Applicants assume the obligation to hold the Organizer free of liability in such an event. Should the Organizer discover or suspect that there has been plagiarism, third party rights have been violated or projects entered have not been created by their purported author or authors, the Organizer reserves the right to eliminate the Project, and Applicant or Entrant, from the 4YFN Awards. Similarly, the jury reserves the right to disqualify any Project that, in its sole judgment, violates the letter or the spirit of the 4YFN Awards Rules and Regulations, guidelines, processes and rules of the 4YFN Awards. The jury members' decisions are final and binding.

The Organizer is exempt from all liability, penalty, claim, demand or civil, commercial, criminal, administrative proceedings, including compensation of any kind and/or nature, expenses, costs (expressly including attorneys' fees and solicitors).

The decision of the jury members on the Finalists and Winner is final and the Organizer will not enter into any correspondence about the results. The Organizer accepts no responsibility for submissions which are lost, misdirected, illegible, late, mutilated, altered, or lost for any reason.

## **Location**

The 4YFN Awards final pitches will be held in Hall 8 of Fira Montjuïc, located at Avinguda Maria Cristina s/n, 08004 Barcelona (Spain).

## **Attendance for finalists**

In order to participate in the final, all finalists must attend the conference events scheduled from February 25<sup>th</sup> to 27<sup>th</sup>. The details of these events will be communicated to the finalists sufficiently in advance.

## CONFIDENTIALITY

Any and all materials submitted, including business plans, must be appropriate for public dissemination. Submissions must not include any confidential information that the Applicant does not wish to make public. Due to the nature of the 4YFN Awards, the Organizer will not be held responsible for the confidentiality of the business plans and their content.

## DECLARATION AGREEMENT

Each Applicant agrees to:

- Attend the Event if selected, make a public presentation of their business plan, and participate in the informal presentations and discussions with interested parties at the designated place;
- Follow all of the 4YFN Awards Rules and Regulations and instructions of the Organizer, and accept the Organizer's decision; and
- Meet all deadlines at penalty of immediate disqualification.

Any failure to meet deadlines or comply with the procedures expressed in these 4YFN Awards Rules and Regulations will disqualify the Applicant/Entrant from the 4YFN Awards. Similarly, any misrepresentation, fraud or infringement of intellectual property or third parties rights, will result in immediate disqualification, and, if applicable, the obligation to return all prizes.

## INTELLECTUAL PROPERTY

The Organizer may publish any and all information submitted by the Applicant (including but not limited to all Project materials and fields requested in the application form that do not contain information of personal nature) at any time, in any media and for any reason, including without limitation, publishing Project materials or the publication on any of its websites or any social networking website, or in any advertising or promotional campaign.

Applicant hereby grants a non-exclusive, royalty-free, irrevocable, for the maximum period of validity in each territory, transferable, worldwide license to the Organizer to use Applicant's Project, logo, and contact information for any purpose, including without limitation for advertising and promotion of Organizer's activities.

Additionally, by entering, Applicant authorizes the Organizer to:

- capture Applicant's image, voice and/or statements during the Event as well as during any prior or subsequent act which is directly or indirectly related thereto;
- reproduce and/or fix the above, in whole or in part, on audiovisual, video -graphic, photographic or paper, among other forms;
- use for promotional purposes the image (including the voice and name) and the Project of the Applicant, through any method or medium that the Organizer deems appropriate (including, by way of illustration and not limitation, brochures, newspapers, magazines, books, and Internet), all without geographical or temporary limitation.

## DATA PROTECTION

Under the provisions of Organic Law 15/1999, of December 13, on the Personal Data Protection ("LOPD") and the Royal Decree 1720/2007, of December 21, implementing the Regulation of the LOPD

("RLOPD"), Organizer informs Applicants that the personal data provided to Organizer in relation to the 4YFN Awards shall be incorporated into a data file managed by MWCB, located at Roc Boronat, 117, Barcelona (Spain), in order to process the entry in the 4YFN Awards and, where applicable, any email address submitted will be included in the abovementioned MWCB's data file and processed by MWCB for sending commercial communications by email or electronic equivalent means for sending information about the goods and services sold or provided by MWCB, as well as information about the events organized by MWCB or where MWCB participates, particularly in relation to the GSMA Mobile World Congress. Additionally, MWCB may request consent to send commercial communications about goods or services offered by third parties. In any event, if any individual DOES NOT want their personal data to be processed for sending commercial communications, this authorization may be revoked at any time by sending an email to [lopd@mobileworldcapital.com](mailto:lopd@mobileworldcapital.com) indicating "UNSUBSCRIBE" in the e-mail subject.

By submitting a Project, the Applicant represents and warrants that the Applicant has been explicitly given the authority pursuant to a legal or lawful basis under the General Data Protection Regulation ("GDPR") to submit all personal information, including names, email addresses, and all other personally identifiable information submitted in connection with the 4YFN Awards. By submitting a Project, the Applicant represents and warrants that Applicant has the authority to accept these 4YFN Awards Rules and Regulations on behalf of each individual in the Applicant's team.

Furthermore, by properly submitting a Project on the online platform accessible at the Website, Applicant gives Organizer express consent to publish Applicant's status as the Winner or Finalist of the 4YFN Awards. If Applicant is the Winner or a Finalist, Organizer will use the provided information to contact Applicant and, if applicable, to award the prize(s). Organizer advises Applicants that all the information provided for entry in the 4YFN Awards is required, such that if any information is missing, the use of the information for the aforementioned purposes will not be possible, and the entry shall therefore be void. All submitted information will be kept for the time deemed necessary or appropriate to carry out the previously stated purposes.

Applicants are further advised that individuals may exercise their rights of access, rectification, cancelation and opposition by sending written communication and copies of official documents

(Personal ID, passport, driver's license, etc.) to the address provided in the first paragraph, stating which right the individual wishes to exercise. Applicants and/or Applicants further agree to inform Organizer of any change to the personal information submitted in order to keep such information current at all times and free of errors. In addition, Applicants declare that the information provided is true and correct.

The Organizer reserves the right to change or extend this 4YFN Awards basis, provided that such modifications do not adversely affect participants.

Released Parties (as defined below) are not liable for: (i) failed, returned or misdirected notifications; or (ii) entries and responses to winner notifications which are lost, late, incorrectly completed, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for any human, computer, or technical error of any kind. Noncompliance with the requirements set forth in these 4YFN Awards Rules and Regulations, notification as undeliverable or noncompliance with these 4YFN Awards Rules and Regulations will result in disqualification and, at Organizer's discretion, alternative applicant(s) will be selected.

By providing your contact details, each Applicant agrees to receive email correspondence from Organizer, including emails about this 4YFN Awards. Should an Applicant wish to remove an email address from correspondence, it can be done at Organizer's website: <https://www.4yfn.com/>

Conditions of Participation: Applicants expressly consent to the use of personal information submitted to the Organizer for the purpose for which it is disclosed, namely entry into the 4YFN Awards, in



accordance with these 4YFN Awards Rules and Regulations, Organizer's privacy policy (as may be amended from time to time), and the 4YFN privacy policy (as may be amended from time to time); provided, that in the event of any conflict between these 4YFN Awards Rules and Regulations and such Privacy Policy, the terms and conditions of these 4YFN Awards Rules and Regulations shall prevail.

Applicants have the right to access, withdraw and correct their personal information. Applicants may access, withdraw and/or correct personal information to be used in connection with a 4YFN Awards by sending a message to: 4YFN, Media Tic, Carrer de Roc Boronat, 117, 08018 Barcelona, Spain

Entry into the 4YFN Awards constitutes acknowledgement of, and explicit consent to, the export of all personal information submitted to the United States of America and its use there for the purposes of administering this 4YFN Awards and the associated processing (including but not limited to, backing up and archiving). This server is controlled by the Organizer.

Acceptance of a position as finalist constitutes permission for the Organizer and its designees to use details of the Finalist including name, company, company logo, city of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law. Acceptance of a prize also binds the winner to registration for the GSMA event to which the winner selects to receive gold passes, which requires acceptance of the Attendee Terms and Conditions for that event. By participating, Applicants agree to: (i) be bound by these 4YFN Awards Rules and Regulations and the decisions of the Organizer, which are final and binding in all matters; and (ii) release, discharge and hold harmless Organizer, the GSMA, Mobile World Capital, and each of their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents, attorneys and representatives (collectively, the "Released Parties") from any and all claims and liability whatsoever for any injuries, losses or damages of any kind resulting from the acceptance, possession or use of a prize (including any injuries resulting from use of a prize) or participation in the 4YFN Awards.

**Limitation of Liability:** As a condition of participation, Applicant agrees that: (i) under no circumstances will Applicant be permitted to obtain awards for, and Applicant hereby waives all rights to claim indirect, punitive, incidental, consequential, or any other damages, other than actual out of pocket expenses, if any; and (ii) all causes of action arising out of or connected with a 4YFN Awards, or any compensation or credit to be provided, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and award shall be limited to actual out of pocket costs incurred, if any, and in no event shall any Applicant be entitled to receive attorneys' fees, other legal costs, or have damages multiplied or otherwise increased. Released Parties are not responsible for any computer or network malfunctions which may occur of any kind, whether human, mechanical, or otherwise, relating to or in connection with the 4YFN Awards, for any incorrect or inaccurate information, howsoever caused.

**Choice of Law:** The 4YFN Awards shall be governed by the substantive and procedural law of the Kingdom of Spain. By participating in a 4YFN Awards, Applicants irrevocably agree that the courts located in Barcelona shall have personal jurisdiction over any dispute or litigation arising from or relating to a Contract and that venue for a legal dispute shall only be the courts located in Barcelona, Spain.

**Rules/Winner's Lists:** For a copy of the 4YFN Awards Rules and Regulations, please contact us on [info@4yfn.com](mailto:info@4yfn.com), on or before 27 February 2019. For a Winner's List, please send a written request to "4YFN Awards", [info@4yfn.com](mailto:info@4yfn.com)

**Disqualifying Acts:** Persons who tamper with or abuse any aspect of the 4YFN Awards or who are in violation of these 4YFN Awards Rules and Regulations, as solely determined by Organizer, will be disqualified and their entries deemed void. Any attempt to damage any web site or undermine the legitimate operation of the 4YFN Awards is a violation of criminal and civil laws, and should such an attempt occur, Organizer reserves the right to seek damages from any such Applicant to the fullest extent permitted by law.

# 4YFN | Connecting Startups

Trademarks: Organizer will grant to the winner a royalty-free, non-exclusive, revocable license to use and reproduce the "4YFN Awards Winner, 2019" logo solely for a term extending from 27 February 2019 through 1 February 2020. All resulting goodwill shall vest in Organizer or its licensors. The winner shall comply with any guidelines for the use of the Organizer trademarks issued by Organizer. Winner acknowledges and agrees that title to the Organizer trademarks shall remain vested in Organizer and/or its licensors at all times. Winner shall indemnify Organizer for any loss which Organizer suffers as a result of a claim by a third party arising out of improper use of the trade marks in breach of this licence by the Winner. Winner warrants that all Organizer trademarks will be accurately replicated. The use of Organizer trademarks is granted exclusively to the winner and may not be assigned to a third party without the prior written consent of Organizer. Organizer trademarks shall not be used again for any purpose whatsoever without written authorization from Organizer. The winner will immediately stop using the Organizer trade marks at the request of Organizer and on 1 February 2020.

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