

Startup Competition Brazil - Porto Alegre 2024

Terms and Conditions

1. INTRODUCTION

Spain Startup and Investor Services S.L. (hereinafter referred to as "SPAIN STARTUP"), in its commitment to innovation and creation of businesses, announces a new edition of the Startup Competition.

The aims of SPAIN STARTUP include strengthening the entrepreneurial ecosystem and promoting entrepreneurship.

The aim of this initiative is to display entrepreneurial talent to the international investment community, as well as to corporations seeking innovation, encouraging contact between them for potential investment, commercial or strategic agreements, as well as promoting startups participating in the event.

Spain Startup is a platform that brings together players in the entrepreneurial ecosystem as a pathway for creating opportunities. A meeting point for the most promising startups, leading international investors and corporations committed to innovation. Spain Startup is a professional tool that encourages interaction and the creation of business opportunities: visibility, access to finance and strategic agreements for startups, innovation for corporations and deal flow for investors. It is, in short, a place where enterprise, innovation and investment are a reality.

By holding **South Summit Brazil - Porto Alegre 2024**, Spain Startup has become the leading meeting point for the entrepreneurial ecosystem worldwide.

When the holding of **South Summit Brazil - Porto Alegre 2024**, the Startup Competition is being organised with the terms and conditions included in this document.

2. PURPOSE

The purpose of this competition is to select **50 projects** for submission as part of **South Summit Brazil - Porto Alegre 2024**, which will take place on **March 20th, 21st and 22nd**.

Projects will be selected based on various criteria such as innovative proposal, feasibility, scalability, team and interest for potential investors.

3. PARTICIPANTS

This competition, organized as part of **South Summit Brazil - Porto Alegre 2024**, is aimed at all those projects that are at an early stage of development

(hereinafter referred to as "Early Stage") and those that are more consolidated (hereinafter referred to as "Growth"). The competition is open to all entrepreneurs of legal age, whether they be natural or legal persons, and whatever their nationality.

There will be no territorial limitation to participate in the Startup Competition, so any local or international Startup may participate this year, the only requirements being those established in Section 4 of this document.

The participant certifies/states that all data/information submitted to SPAIN STARTUP is their own and not of a third party, as well as it that is true, correct and accurate to the best of their knowledge.

4. REQUIREMENTS

In order to respect the different business initiatives and projects participating in the Startup Competition, the heads of those selected agree to attend **South Summit Brazil - Porto Alegre 2024** on the days assigned to them as specified in Section 2 of this document.

Mere participation in the Startup Competition implies acceptance of the whole contents of these Terms and Conditions. Non-acceptance of any of the points that make up these Terms and Conditions entails non-participation in the Startup Competition.

Applications must contain the following information:

- Online registration form available at the South Summit website (<https://cms.southsummit.co/en/register>). Applicants must complete in English all sections required as mandatory on the form. The form can also be completed in Portuguese, but applications submitted in this language will not be evaluated by foreign members of the evaluation committee and therefore have limited international business and investment opportunities.

5. SELECTION PROCESS

The submission of projects will start on **31/07/23** and end at 23:59 on **20/12/23** (POA TIME), with the possibility of extending this deadline if South Summit considerate it necessary.

The selection criteria to be used for the selection of the 50 Startups are as follows:

- ✓ Innovation: relevant and distinguishing innovative aspects.
- ✓ Scalability: potential for internationalization and application in other countries.
- ✓ Feasibility: technically and commercially feasible projects.

- ✓ Team: relevant experience and commitment to the development and launch of its proposal.
- ✓ Investable: interesting project for investors, financial institutions and/or companies.

The Selection Committee will be appointed by Spain Startup. It will comprise an international network of investors, entrepreneurs and experts in various industries. This Committee will evaluate all the projects and will select the best graded ones.

The selected list will be announced the first week of February 2024, individually notifying selected participants via email.

The 50 selected Startups will have access to the Startup Package, which includes:

- ✓ 3 minute Pitch on stage at **South Summit Brazil - Porto Alegre 2024** to top-tier international investors, media and innovation leading corporations.
- ✓ 2 free tickets for **South Summit Brazil - Porto Alegre 2024**.
- ✓ Access to a demo-booth at **South Summit Brazil - Porto Alegre 2024** at a discount price.
- ✓ 1:1 meetings and matchmaking services with investors and big corporations.
- ✓ Fund book: Access to our FundBook with first-hand information about the investors attending the event.
- ✓ Corp book: Access to our CorpBook with first-hand information about the corporates attending the event.
- ✓ Training program during the month of February (Pitch training, fundraising...).

6. SELECTION OF STARTUP COMPETITION WINNERS

The international and national investors, partners and specialists that form the Jury will select the startups that will receive the awards.

The 5 prizes are:

- Best Team
- Most Scalable Startup
- Most Disruptive Startups
- Most Sustainable Startup
- Global Winner of **South Summit Brazil - Porto Alegre 2024**

7. ACCEPTANCE OF TERMS AND CONDITIONS

In order to respect the different initiatives and business projects participating in the Competition, those responsible for the former that are selected agree to attend **South Summit Brazil - Porto Alegre 2024** on the days assigned to them.

All SPAIN STARTUP employees, shareholders and service providers are expressly excluded from participation in this Promotion, and the employees of those companies involved in the development and/or mechanics of this Competition.

Furthermore, SPAIN STARTUP reserves the right, unilaterally and without prior notice, to exclude any participant in the Competition, especially in those cases where it has suspicions or detects attempts to defraud, alter and/or disable, directly or indirectly, the smooth running and ordinary, proper course of this Competition.

Both the initial Selection Committee and the Jury appointed for different phases of the Startup Competition will have the ability to interpret and complete the Terms and Conditions of this competition and their decisions will be final and unappealable.

Non-acceptance of any of the terms and conditions of the legal rules of this Promotion will also involve the loss by participants of the right to obtain any prize that could arise from their participation in this Promotion.

Mere participation in the Startup Competition involves acceptance of the whole contents of these Terms and Conditions. Non-acceptance of any of the points that make up these Terms and Conditions involves non-participation in the Startup Competition and, in the event of being selected and/or winning a prize, automatically renouncing the prize.

8. INTELLECTUAL PROPERTY

All participants taking part in the Startup Competition declare that they have sufficient ownership of intellectual property rights (trademarks, etc), programmes and/or content included in their proposals, declaring through the acceptance of this Legal Notice that they do not infringe on any intellectual property right or any other rights that any third party may hold in Spain, Brazil or abroad regarding the contents and exempting SPAIN STARTUP from any liability regarding the use of the above-mentioned programmes and/or content.

Specifically, and in relation to the content and images that participants may make public during the Competition, the latter guarantee and are liable to SPAIN STARTUP and third parties for the following aspects:

- They are legitimate owners or holders of rights, granting SPAIN STARTUP the license for their publication and, where appropriate, have obtained the necessary consent from third parties to do so.
- They do not violate applicable laws such as those relating to the right to privacy, image and/or honour, intellectual, industrial or similar property rights, or any right of a third party, either a person or an entity.
- In the unlikely event that they publish personal details about another person while the competition, they should have previously obtained their consent for the publication.

The participant will therefore be liable to SPAIN STARTUP for the accuracy of the details reported, ensuring that they do actually correspond to them and not to a third party, holding SPAIN STARTUP harmless from any demand or claim that, if applicable, could be made by third parties in relation to the above statements, and any legitimate right to the content that is published and/or provided to SPAIN STARTUP as part of the Competition.

The participants are in any event, solely liable for the consequences of damages or actions arising from the use of the content and/or programs included in their proposals, as well as their reproduction and diffusion.

Intellectual and/or industrial property for initiatives and projects submitted in the "Startup Competition" will - where appropriate in each case - belong exclusively to participants who submitted them.

9. CONFIDENTIALITY

Throughout the Startup Competition, confidentiality will be ensured with respect to the ideas and/or projects submitted by participants; organizers only being able to diffuse, at any time and through any means, the general characteristics of these, as well as the names of these ideas and/or projects and those of participants and, especially, the winners.

10. ADVERTISING

The participants of "Startup Competition", and in particular the winners, expressly authorise SPAIN STARTUP, without limits to territory or deadline, having accepted these rules, to set, reproduce, publish and use their name, image and voice and the general characteristics and name of the ideas or projects presented in all written, spoken and signed forms, in any way, through any means and in any format, always respecting the contents of the Intellectual Property and Confidentiality sections of this document, as long as the purposes are for advertising, informative and/or promotional with regards to Startup

Competition or **South Summit Brazil - Porto Alegre 2024**, with no right to compensation.

Networking at “South Summit”

For the holding of the **South Summit Brazil - Porto Alegre 2024**, a Networking tool will be enabled on this website, which will allow those attending the event, if they authorise it, to share the data they provide in this registration process with the rest of the attendees and to access the data provided by them.

In view of the above, those who wish to will be able to authorise their data to be shared through the mechanism provided for such a purpose in the registration process at the aforementioned event and will be able to withdraw this consent at any time through the process stated in the Privacy Policy section of this document.

South Summit Platform

SPAIN STARTUP will have a new South Summit platform. It is a digital platform aimed at boosting interaction between the actors in the innovation ecosystem (startup, partner, corporate and investor), who take part in South Summit. A description of the area or sector of interest and details of the participants and entrepreneurial projects that bring value to these areas will be published on the platform. This way, the partners will be able to view the participating startups information and data.

Furthermore, this offers actors in the innovation ecosystem the chance to connect. People signing up to the “Startup Competition” through Spain Startup’s website (<https://www.southsummit.co/es/register>) will be able to provide their authorisation, through the mechanism provided for this purpose in the registration process, with the aim of carrying out their pre-registration as a user of the platform and sharing information on the start-up and the founding team, as well as minimal personal identification details (name and surnames, contact phone number, email, public links to their social media) provided for their participation in the aforementioned event with the partners of the competition. They will be able to withdraw this consent at any time through the process stated in the Privacy Policy section of this document.

11. PRIVACY POLICY AND DATA PROTECTION

In accordance with the General Data Protection Regulation, and in particular in compliance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council 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, and repealing Directive 95/46/EC (henceforth, the “General Data Protection Regulation” or “GDPR”) and of the Spanish Organic

Law 3/2018, of 5 December, on Personal Data Protection and Guarantee of Digital Rights (henceforth, the “LOPDGDD”, in the Spanish acronym), participants of Startup Competition are informed that the controller of their personal data is SPAIN STARTUP AND INVESTOR SERVICES, S.L. (henceforth, “SPAIN STARTUP”), with NIF (Spanish Tax Identification Number) B-86685294 and with business address at Paseo de la Castellana 70, 1st floor, 28046, Madrid, DPO’s Mail: privacy@southsummit.io and website: <https://www.southsummit.io/>

SPAIN STARTUP will process your personal data, collected via the registration or sign-up forms for the Startup Competition available on our website, for the purpose of managing your participation in the Startup Competition, as well as to manage communication with the winner of the competition and be able to deliver the prize and publish their name and image on our website and in any other format. Likewise, your personal data may be used to manage the sending of content through the Newsletter service, in the event you expressly authorise us to do so on the corresponding registration forms.

The personal data the participants provide to SPAIN STARTUP must always be accurate and complete. In the event they are false, SPAIN STARTUP reserves the right to withdraw any prize won by the participant at any time.

Personal data may be disclosed to collaborative, promotional or organisational entities and other participants in the competition, (“Partners”) of SPAIN STARTUP, for the purpose of promoting your company and contacting you due to the interest generated as a consequence of your participation in the competition. In the event these collaborative entities are located outside the European Union, an international transfer of data will take place, which would be carried out, in any case, with the due legal guarantees in accordance with Articles 44 and those following the GDPR.

Furthermore, you are informed that, in accordance with Article 30 of the Spanish Code of Commerce, your personal data may be stored for at least six (6) years.

Lastly, you are informed that you may exercise your rights of access to and rectification or erasure of personal data, the right to data portability, the right to object and, where applicable, to not be subject to decision-making based on automated processing, including profiling, by sending a written communication via email to privacy@southsummit.io, with the reference “Exercise Rights”, your request accompanied, if necessary, by a copy of your national identity document or equivalent identification document (passport, N.I.E. [Spanish Foreigner’s Identification Document]...). If your personal rights have not been appropriately met, you may file a complaint with the competent supervisory authority, in this case, the Spanish Data Protection Agency.

In any case, failure to provide the required personal data may result in the impossibility of participating in the competition.

12. MODIFICATIONS AND CANCELLATIONS

SPAIN STARTUP reserves the right to modify these Terms and Conditions at any time, including the prize and/or its possible cancellation before the expected date of resolution, provided there is a justified cause, undertaking to publish these modifications through their website www.southsummit.io

Furthermore, if participants wish to make any modifications or cancellations related to the information provided, they must do so to the email address privacy@southsummit.io

13. LAW AND JURISDICTION

These Terms and Conditions are governed by Spanish law and the participants and the organiser, expressly waiving any other jurisdiction, are subject to the Courts and Tribunals of the city of Madrid for any dispute arising between the parties.