

## The DeserTech 2021 Competition Rules

### The International Competition (the UK and the Netherlands)

#### General

Merage Foundation Israel Ltd. (a public benefit company) (hereinafter: the “**Foundation**”), jointly with the Israel Innovation Institute and the Israeli Ministry of Environmental Protection will be holding the DeserTech competition aimed to find groundbreaking technologies for tackling global desert challenges.

#### The objectives of the competition

To encourage the development and advancement of unique technologies capable of tackling the global challenges posed by desert environment and to turn Be'er Sheva and the Negev region into a national and global hub for technologies of this kind.

#### Competition tracks

As part of the competition, enterprises, which possess existing technologies and provide solutions in the fields of water technologies, desert agriculture technologies, renewable energy technologies and infrastructure technologies, will compete by demonstrating how their solution can tackle one or several global desert challenges, namely: extreme climate; water scarcity; soil erosion; and geographical distance.

#### Terms of participation

1. The competition is intended for enterprises from the UK and the Netherlands.
2. The competition focuses on the challenges posed by the desert environment in aspects such as water, agriculture, extreme climate, and infrastructure.
3. Any person who participates in the competition as part of any company taking part in the competition, may not compete as part of any other company that takes part in the competition.
4. The Foundation may disqualify competitors in its exclusive discretion, including if it believes that a competitor acted unlawfully.
5. The Foundation might cancel the competition, as per its exclusive discretion.

6. The competitor, and it alone, shall bear the full responsibility for any consequences suffered by the same competitor, without exceptions, as a result of its participation in the competition, and the Foundation shall be held harmless for any damage and/or loss and/or expense of any kind whatsoever, if the same is caused.

### **The competition proceedings**

All the competitors will be assessed by a committee formed on behalf of the Foundation, which will screen the competitors and produce the winners. The committee will select the companies according to the criteria, as they appear on the competition website.

It shall be clarified that the committee may decide not to select any competitor, in its exclusive discretion.

The companies will be invited to join the final competition event that will take place on December 13, 2021, in which the winners will be announced.

### **The term of the competition**

1. Competitors may be registered to the competition from October 4, 2021 to November 15, 2021.
2. The winners will be announced on December 13, 2021.
3. It shall be clarified that the Foundation may extend and/or shorten the competition period, in its exclusive discretion.

### **Prizes**

1. As part of the competition, prizes will be awarded to ten (10) winning companies from each country (the UK and the Netherlands) and in total - to 20 winning companies.
2. The prize awarded to the winning companies shall be in the form of a seminar that will take place in Be'er Sheva and the Negev region, during which the winners will become familiar with the DeserTech ecosystem in Israel – by meeting with researchers, startup companies, innovation organizations and investors (hereinafter: the “Prize”). The seminar will take place in February 2022.
3. The Prize will consist of having up to two team members from the winning company flown over to Israel, coverage of port taxes, accommodation and stay costs and travel expenses, to and from the planned meetings. It shall be clarified that the competitor shall be responsible for, and shall bear at its expense, any additional personal expenses, including travel insurance, arranging an extended stay in Israel and the like.

4. It shall be clarified that none of the provisions above or any other reference or publication concerning the aforesaid Prizes shall be placing any obligation on the Foundation with respect to its choice of winners or to the awarding of the Prizes. The provisions of these rules and any matter related to the Prizes awarded (their sum, the award date or any other detail) shall be subject to the exclusive discretion of the Foundation.
5. If the winner failed to meet the terms of these competition rules and/or if the winner decided to give up the Prize for its own reasons (by an action and/or omission on its part), the Foundation may nevertheless, but shall be under no obligation to, award the Prize to another competitor.
6. A winner who gave up the Prize or failed to meet the competition rules shall be precluded from raising any claim and/or demand against the Foundation and/or any representative thereof for this reason.
7. The Prize will be awarded only to the winner itself, who will identify itself in compliance with the requirements specified by the Foundation. The Prize is personal and cannot be assigned to any other person.
8. The Foundation reserves its right to change the Prize, in its exclusive discretion, or even cancel it altogether.
9. The winner shall be liable for any payments or expenses related to the Prize awarded to the winner, including the payment of tax liabilities.

### **Use of information**

1. By participating in the competition, the competitor authorizes the Foundation to use non-confidential information provided by the competitor in connection with the competition, in any manner the Foundation deemed suitable in its exclusive discretion, including for the purpose of advertising the competition.
2. The competitor will not be entitled to any consideration in connection with the use of the said information by the Foundation.
3. The competitor hereby waives any claim and/or demand against the Foundation in connection with the use of the said information.

### **Warranties of the competitor**

The competitor hereby warrants and acknowledges the following:

1. It has in its possession the full, exclusive and unconditional rights to the technological solution and to any material and/or developments on account of which it participates in the competition and it is allowed to compete in the competition by utilizing the same for this purpose.

2. Its participation or utilization of the aforesaid shall not harm any third party.
3. It acts in compliance with any law and its actions and/or participation do not breach any law.
4. Its participation in the competition does not result in any conflict of interest.
5. It holds the Foundation harmless against any liability or damage, including from any loss or expense incurred as a result of its participation in the competition and including any injury caused to any third party and/or an infringement of any right, including copyrights.

### **Miscellaneous**

10. The competitor hereby warrants and acknowledges that it had read these competition rules and assumed the terms and obligations set forth hereunder and that the provisions of these rules shall be binding upon it for all intents and purposes.
11. It shall be hereby clarified that by participating in the competition, the competitor accepts all the terms above listed and it shall not have any claim and/or demand alleging that it is not familiar with the said terms and/or in connection with any failure to understand the said terms and/or in connection with the refusal to accept any term.
12. The Foundation may terminate and/or cancel the competition and/or amend these rules, for any reason whatsoever, in its exclusive discretion, at any time and without being required to submit any notice except the publication of the most recently updated version of these competition rules. The competitor shall be responsible to familiarize itself with the competition rules, as applicable from time to time.
13. The Foundation shall have the final decision-making authority with respect to any matter related to the competition and to any question arising in its course and/or in connection therewith and with respect to any fault and/or issue and/or unexpected circumstances arising during the competition, whether or not the same were explicitly set forth in these rules, and the competitor shall have no claims in this regard.