

Smogathon 2018 Terms & Conditions

I. General Provisions

1. For the purposes of these Terms, the following terms shall have the following meanings:
 - a. Competition: Smogathon 2018 is an international startup competition aiming to identify the most innovative startups addressing the air pollution problem;
 - b. Expert: an expert from the field of science, technology, ecology, venture capital, business, administration, NGO or related, selected by the Organizer;
 - c. Organizer: The Flying Mind Foundation, with registered seat at ul. Jana III Sobieskiego 100A/17, 00-764 Warsaw, Poland, registered under the KRS number 0000419398, NIP number 6762455794, REGON number 12256134000000;
 - d. Participant: a legal entity or a natural person with legal capacity with a registered company, which applied to participate in the Smogathon 2018;
 - e. Partner: any sponsor, media or venue partner listed as a partner on the website: www.smogathon.com;
 - f. Jury Member: a top expert, professional with recognized authority in his or her field of expertise selected by the Organizer.
2. Participation in the Competition is free of charge.

II. Organisation of the Competition

1. The Competition is comprised of four stages:
 - a. Applications,
 - b. Semi-finals,
 - c. Finals,
 - d. Grand Finale.
2. If selected, the Participants must be able to participate in:
 - a. The chosen Semi-final;
 - b. The Finals and the Grand Finale (end of November 2018).

III. Conditions of application and pre-selection

1. Entry in the Competition is open to any startup, which:
 - a. Operates under any kind of internationally recognized legal entity, is allowed to operate under the legal entity of scientific institution or operates as a registered company (not a natural person);
 - b. Operates for no longer than 5 years or has a revenue lower than \$500,000 in the fiscal year of 2017 and is not dependent on any industry partners (i.e. must not be a subsidiary company of a company in the industry or represent any industry holding);
 - c. Has an innovative technology, product or solution that is connected with fighting air pollution, especially in categories of:
 - i. indoor and outdoor air purifying;

- ii. household power and heat generation and energy storage;
 - iii. smog as a resource;
 - iv. new ways of smog mapping and predicting;
 - v. air pollution prevention;
 - vi. biotechnology;
 - d. Must be willing to present and demonstrate the technology, product or solution in public,
 - e. Technology, product or solution must be market-ready and possible to implement no later than by August 2019.
2. Entry is open to startups from any country, with representatives fluent in English enough to participate in all stages of the Competition.
3. Applications for the Competition will be evaluated. Not all the candidates will be accepted.
4. The Organizer shall accept only one entry per Participant throughout the duration of the Competition.
5. Only applications submitted correctly, using the entry form on the website <https://www.smogathon.com/apply> from 00:00 15th of May (GMT+2) till 23:59: 59 15th of July (included) will be evaluated.
6. The entry form shall be filled completely and accurately in English.
7. Applications in languages other than English will not be considered for evaluation.
8. Only applications that receive a confirmation of application within 48 hours since the submission will be considered. Participants that do not receive the confirmation shall contact the Organizer.
9. Applicants can apply to any of the Semi-finals of the Competition (Sao Paulo, Berkeley, London, Katowice, Beijing, New Delhi) even if not locally based there.
10. Applicants shall apply to the Semi-final that is geographically closest to their registered legal seat. If Applicant wants to apply to semi-final other than geographically closest, he shall contact the Organizer to ask for consent.
11. Applications will be evaluated by selected professionals, with particular emphasis on:
 - a. Innovation;
 - b. Possibility of implementation;
 - c. Impact on the air pollution;
 - d. Technological sustainability;
 - e. Team capability;
 - f. Possibility of development;
 - g. Versatility.
12. The number of Participants that will advance to the Semi-finals is limited to 60, with no more than 12 startups per each Semi-final city.
13. Applications will be evaluated on an ongoing basis.
14. Not later than 15th of September 2018 all Participants will receive information confirming acceptance to the Competition.
15. The Organizer has a right to terminate the application process before the abovementioned date, in case of receiving a sufficient number of applications fulfilling the criteria.
16. The Organizer has a right to extend the application process for additional 14 days.

17. The Organizer is free to decide at its own discretion with regard to evaluation of Participants admission.
18. Only Participants that received an invitation to the Semi-finals are entitled to participate.
19. Every participant must possess a document enabling him/her to enter the country in which the Competition will be held, e.g. a passport. The Organizer is unable to assist the Participants in obtaining a visa or other permits for entry.

IV. Semi-finals

1. The Semi-finals take place in:
 - a. São Paulo, Brasil;
 - b. Berkeley, CA, USA;
 - c. London, United Kingdom;
 - d. Katowice, Poland;
 - e. New Delhi, India;
 - f. Beijing, China;
2. A maximum of 60 Participants will be selected to take part in the Semi-finals.
3. Each Participant may be represented by maximum of two representatives on stage.
4. Participants that have qualified to Semi-finals will have the opportunity to present themselves in a 5-minutes pitch.
5. Semi-finals begin with a pitch contest, during which 5 - 7 jury members will assess and rate the Participants' pitches.
6. Jury members can ask up to three additional questions and Participant has 30 second to answer one question.
7. Each Jury member will award maximum of 100 points to every Participant.
8. The Semi-final score is the arithmetic mean of scores granted by all Jury members.
9. Two teams which received the highest arithmetic average of the jury members' notes will advance to the Finals, taking place in Krakow, Poland.
10. If the difference in the final score of the winning team and the runner-up is larger than 20%, only one winning team will advance to the Finals.
11. If less than two Participants are selected from each of the Semi-finals, the Organizer may select a Participant from any of the Semi-finals which did not qualify to the Finals and invite them to participate in the Finals.
12. Participants which advanced to the Semi-finals may receive a refund of the documented costs of travel or a grant of up to \$500 if the selected Participant is located further than 500 km from the location of the Semi-final nearest to its' registered seat and applied for the refund during the application process. Travel grant will not be granted to all Applicants.

V. Finals

1. The number of Participants advancing to take part in the Finals will be limited to a maximum number of 12.

2. Each Participant may be represented by maximum of two representatives.
3. Participants that advanced to the Finals may use the title of "Finalist of Smogathon 2018".
4. The Finals will take the form of thorough verification sessions which will take place by the end of November in Krakow, Poland
5. The Participants of the Finals will be judged by three group of Experts.
6. Each Participant will be interviewed by all Experts.
7. Each group of Experts may grant the maximum of 80 points and the score will be an arithmetic mean of scores granted by all groups.
8. Four teams with the lowest score will be eliminated.
9. With regards to the remaining eight teams, the Experts have a right to appoint the six teams which will advance to the Grand Finale.

VI. Grand Finale

1. The Grand Finale will take place by the end of November 2018 in Krakow, Poland, at least 24 hours after the end of the Finals.
2. Six selected startups that have qualified to the Grand Finale will have the opportunity to present themselves in a final pitch. The length of the pitch is limited to 5 minutes.
3. The jury assessing the Participants of the Grand Finale will be comprised of 10 Jury Members, whose names will be announced not later than on the day of the Grand Finale.
4. The jury members may award the Participants of the Grand Finale up to 20 points.
5. The winner of the Grand Finale will be the Participant with the highest combined arithmetic sum of the Finals' score and the Grand Finale's score.
6. The Winners will be publicly announced at the end of the Competition.

VII. Prize

1. The Winners of the Competition will receive a reimbursement of the costs connected with participating in the Competition:
2. The Winners of the Competition must issue a correct invoice to get reimbursed.
3. The Prize may be subject to taxation in the Participant's country of seat.
4. Prizes are guaranteed for the winning Teams only, however Sponsors and the Organiser reserve the right to award honourable mentions and additional in-kind prizes by the Organiser, Partners or the Jury.
5. The payment of the reimbursement will take place no longer than after 30 days since the delivery of the corrected invoice, but no later than by January 31st, 2019.
6. The Winner undertakes to use the entire amount of the reimbursement to cover selected costs connected with research or further development of the startup.

VIII. Implementation prize

1. The Partners of Smogathon are entitled to grant implementation prize.

2. Winners of implementation prize are obliged to implement the technology, product or solution no later than by the end of September 2019 in a place and manner specified by the Partner.
3. If winning technology, product or solution is not implemented by the end of September 2019, or Organizer and Partner make a reasonable assumption that technology, product or solution will not be delivered by September 2019, and the Winner of implementation prize cannot prove otherwise, the Organizer and the Partner will have a right to invalidate the results of the Implementation prize and grant it to any of the Finalists.
4. The funds from implementation prize cannot be used to purchase additional certificates or to go through other legal procedures required by the common european market.
5. The Participant shall take full liability for ensuring implementations' compliance with european law and certification requirements.

IX. Finalists

1. The Finalists and the Winners are authorized to mention their Smogathon 2018 recognition in their promotional activities.
2. The Finalists will be mentioned on the Organizer's website and in the promotional materials.
3. Organizer provides the Finalists with a return journey to the Finals and accommodation for the duration of the Finals and the Grand Finale.
4. The Participants will be provided with full board catering for the duration of the Finals.

X. Intellectual Property

1. By applying, the Participant represents, that it owns all the rights, particularly intellectual property rights to the technology, product or solution presented in the Competition and the product does not infringe any third party's rights.
2. In case of Participant's false representation regarding rights to the product, it will be excluded from the Competition immediately, without a right to compensation.
3. The Participant is fully liable for any infringements of intellectual property rights of a third party.
4. Participants authorise the Organizer to use their name(s) and likeness and if necessary, that of their representatives present during the Competition.
5. Participants authorise the Organizer to freely use any of the logos, trademarks, title, extracts and other incorporeal property and promotional items related to the technology, product or solution submitted during the Competition, also with regards to the future editions of Competition.

XI. Claims

1. Participants who break the rules stipulated in the Terms & Conditions, may be excluded from the Competition by the Organizer, without a right to compensation.

2. Organizer may vary or amend these Terms, change the Prize or completely cancel the Competition until the beginning of the Finals. No liability shall attach to Organizer or any of the Partners of the Competition as a result thereof and that, in such circumstances, no compensation will be payable.
3. Organizer shall not be liable for any failure to comply with its obligations under these Terms caused by (but not limited to) natural disasters, weather conditions, strike, industrial dispute, terrorist activity, political unrest, loss of connectivity, internet or email failure or any other circumstances beyond the control of the Organizer or any of the Partners.
4. Neither the Organizer or any of the Partners shall be liable for lost, stolen or damaged property at any Competition events.

XII. Miscellaneous

These Terms and Conditions shall be governed by and construed in accordance with the Polish laws. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the Polish courts. By entering the Competition, the Participant agrees to submit to the Polish laws, regardless of their country of establishment.