

Terms and Conditions - Samsung For Impact

Initiator of Samsung For Impact is Samsung Electronics Switzerland GmbH (hereinafter „Samsung“) in cooperation with Seif GmbH and BlueLion.

1. Purpose

Samsung For Impact Switzerland is an impact acceleration program designed to discover and bolster 5 Startups based and operating in Switzerland. The program aims to invigorate sustainable impact ecosystem in the area of health and wellbeing, with a focus on ageing societies. It strengthens the capabilities of Swiss impact startups and ultimately provides a platform and community for solving large and complex social problems.

Samsung For Impact takes place from **04.06.2020 til 24.09.2020**. During this period, on **every Thursday** 5 Startups participate in various activities and events such as trainings, coaching, mentoring by experts, networking with potential investors (hereinafter “Acceleration Days”). At the closing event on **24.09.2020**, the 5 Startups may present their respective Project to startup and impact investors and Samsung representatives.

2. Registration and Application

Startups (hereinafter “Startup”) may apply for participation in *Samsung For Impact* by registering and submitting a project (hereinafter “Project”) using the input mask on samsungforimpact.ch.

For a successful application, the Startup shall meet the following criteria:

- At least 2 co-founders
- Seat of the Startup as well as operational activities and impact of the Startup are focused on Switzerland
- Participation of at least 80% of the Acceleration Days
- The Project shall contribute to the health and wellbeing of ageing society.
Areas of interest include: health, mental health, mobility, housing, social cohesion, intergeneration and nutrition.
- Providing a proof of concept, Depending the riskiest assumptions of the applying Startup, it may alternatively consist of a proof of market (customers are willing to pay for the Startups Project) or a proof of technology (the Project may be implemented technically).
- Provide a scalable solution with technical component: the Project shall be based on a technical and scalable solution.

Applications can be submitted until **30.04.2020**. Applications submitted after this date will not be considered.

3. Selection of Participants

Samsung, Seif GmbH and BlueLion will pre-select 10 - 15 Startups based on the criteria according to Para 2 above.

Samsung will contact the pre-selected Startups no later than **08.05.2020**. These Startups will need to confirm their participation in the Jury Pitch Day on **13.05.2020**.

For participation in Samsung for Impact, the jury will select 5 Startups based on the *following criteria*:

professional skills of the team, innovation, impact within the ageing society, quality of the business model, proof of concept, replicability and scalability.

Samsung will contact the 5 Startups on **16.05.2020**. These Startups will need to confirm their participation in *Samsung For Impact* until **18.05.2020**. In case one of the Startups is not able to participate, Samsung reserves the right to select another Startups for participation.

4. Intellectual Property Rights

All intellectual property rights and associated rights of use to designs, concepts, products and other items submitted with the application and created by the Startups within the framework of *Samsung For Impact* (hereinafter "Materials") remain with the respective Startup.

Samsung assure Startups not to use any Material they share within *Samsung For Impact* for any purpose other than that necessary to conduct *Samsung For Impact*.

It is the sole responsibility of the Startups to protect, register, monitor, defend, etc. their intellectual property rights, if any.

5. Communication and Rights of Picture

Outside *Samsung For Impact*, Startups may communicate about their own project through their own online or other channels. Startups may communicate about the contents of *Samsung For Impact* and Samsung with the prior written consent of Samsung (e-mail is sufficient).

Startups may only use the logos of Samsung in their communication about their respective Project on their own online or other channels with the prior written consent of Samsung (e-mail is sufficient).

6. Compliance

The Startups agree to comply with applicable laws and warrant that they will not violate any relevant rules, laws or regulations in the course of their participation in *Samsung For Impact*. They guarantee that they do not infringe the rights of third parties, in particular intellectual property rights and personal rights, in the context of their participation in *Samsung For Impact*.

The Participant shall indemnify Samsung and third parties commissioned by Samsung in the context of *Samsung For Impact* against any claim, damage, loss, liability or costs incurred by Samsung and third parties commissioned by Samsung in the context of *Samsung For Impact*.

7. Liability

The Startups are solely liable for illegal acts and violations of third party rights committed by them in the context of *Samsung For Impact*.

Samsung excludes all liability to the maximum extent permitted by law.

8. Costs

The participation in *Samsung For Impact* is free of charge.

Costs that the Startups might incur as a result of their participation - travel costs, costs for work, license fees, materials etc. - must be borne in full by the Startups themselves.

Samsung or third parties commissioned by Samsung within the framework of *Samsung For Impact* will not bear any costs and will not be liable for unrealised or lost business opportunities or income.

9. Final Provisions

By participating in *Samsung For Impact*, the Startups do not enter into any kind of relationship under corporate law whatsoever with Samsung or third parties commissioned by Samsung in the context of *Samsung For Impact*.

The submission or use of materials whose content infringes the rights of third parties or is otherwise illegal or ethically reprehensible or does not comply with these conditions of participation can lead to the exclusion from *Samsung For Impact* at any time, as well as to criminal prosecution of the Startup concerned.

Samsung reserves the right to declare incomplete, incorrect or non-compliant applications invalid.

Samsung reserves the right to void any application that is false, misleading or fraudulent and to take legal action against the offending entrant.

Samsung reserves the right to suspend, cancel or prematurely terminate *Samsung For Impact* at any time in the event of technical failure or for other important reasons.

Samsung For Impact takes place under Swiss law. Place of jurisdiction is Zurich.