

ISRAEL EARTH PRIZE
BY UNION & TOYOTA

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Third year competition

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("TERMS"), TOGETHER WITH CALL FOR SUBMISSION BY UNION MOTORS LTD ("UNION") FOR ENVIRONMENTAL INITIATIVES IN ISRAEL IN THE ISRAEL EARTH PRIZE BY UNION AND TOYOTA ("COMPETITION") AND THE COMPETITION REGISTRATION FORM ("REGISTRATION FORM"), GOVERN THE COMPETITION AND THE PARTICIPATION IN IT. BY SUBMITTING THE REGISTRATION FORM AND PARTICIPATING IN THE COMPETITION, THE APPLICANTS EACH OF THEIR TEAMS AGREE TO BE BOUND BY THESE TERMS, WHICH MAY BE MODIFIED BY UNION FROM TIME TO TIME. IF ANY OF THE APPLICANT FIND THESE TERMS OR THE REGISTRATION FORM NOT APPLICABLE, THEY MAY NOT PARTICIPATE IN THE COMPETITION.

UNION MAY, AT ANY TIME IN ITS SOLE DISCRETION, AMEND ALL OR ANY PORTION OF THE REGISTRATION FORM OR TERMS AS IT DEEMS NECESSARY OR ADVISABLE WITHOUT INCURRING ANY LIABILITY OR OBLIGATION TO ANY ENTRANT WHATSOEVER. IN ADDITION, UNION MAY, AT ANY TIME IN ITS SOLE DISCRETION, CHANGE ANY DEADLINES, OR POSTPONE, SUSPEND, AND RESUME ACTIVITIES IN THE COMPETITION. IN ANY SUCH CIRCUMSTANCES, THE APPLICANT OR ANY OTHERS ON THEIR BEHALF WILL HAVE NO CLAIM, DEMAND OR LAWSUIT AGAINST UNION OR THE COMMITTEE, INCLUDING THE COMMITTEE MEMBERS OR ANYONE ON THEIR BEHALF HIRED FOR HANDLING THE SUBMISSIONS OR THE COMPETITION (HEREINAFTER COLLECTIVELY: "UNION PRIZE PARTNERS").

ALL TERMS AND DEFINITIONS IN THESE TERMS AND CONDITIONS WILL BE INTERPRETED AS THEY ARE DEFINED IN THE CALL FOR PROPOSALS, UNLESS SPECIFICALLY STATED OTHERWISE IN WRITING OR THE CONTEXT DICTATES A DIFFERENT MEANING.

SHOULD THERE BE ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE CALL FOR PROPOSAL, REGISTRATION FORM, OR ANY OTHER DOCUMENT PUBLISHED OR PROVIDED BY UNION, THE TERMS AND CONDITIONS WILL TAKE PRECEDENCE, UNLESS EXPLICITLY STATED OTHERWISE IN WRITING WITHIN THESE TERMS AND CONDITIONS.



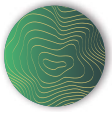
PLEASE REVIEW THESE TERMS CAREFULLY.

1. SUBMISSION OF THE INITIATIVE

- 1.1. A Submission or Applicant may be disqualified, as determined by Union or Union Prize Partners in their sole discretion at any time, in any one or more of the following:
 - (a) there will be suspicion of improper Applicant, including direct appeals to Committee members, bribery, damage to Union reputation, etc.
 - (b) the Applicant fails to abide the letter or spirit of the Registration Form or these Terms.
 - (c) the Applicant engage or attempt to engage in dishonesty or deception with a view to impacting the Environment Prize or the People's Award Prize, in the Competition;
 - (d) the Applicant engage in conduct that brings or has the potential to bring, the Competition, Union or Union partners into disrepute;
 - (e) the Submission is found to contain any incorrect, incomplete, or inaccurate information;
 - (f) the Applicant ceases to actively participate in the Competition or misses a deadline.
 - (g) The Submissions does not meet the Submission requirements.
 - (h) The Submission is not submitted and accepted according to the schedule included in the Registration Form or these Terms.
- 1.2. Union and Union Prize Partners reserve the right not to disqualify a Submission, and to select any Submission that contains technical flaws.
- 1.3. Submission (not the concepts) become the property of Union and will not be returned.

2. APPLICANTS

- 2.1. To participate in the competition, the Applicant is required to fill in the Registration Form the details of any Team employer or appointed by them ("the Applicant Team"), with particular attention to naming a team leader who is an Israeli citizen ("the Team Leader").
- 2.2. The designated Team Leader serves as the official representative and spokesperson for the Applicant throughout the competition. This individual is granted the authority to submit entries and legally bind the Applicant to all terms and conditions related to the competition. Should the Team Leader become unable to fulfill these criteria at any point, the Applicant will be afforded a reasonable timeframe to designate a new Team Leader who meets the required criteria.
- 2.3. By submitting a Submission, the Applicant, including each of the Applicant Team, confirms that:
 - 2.3.1. All information furnished during the Submission process is accurate and complete, and will remain so.
 - 2.3.2. The Submission, including any associated materials, complies with all terms detailed in the Submission Terms.

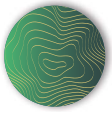


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- 2.3.3. Subject to applicable laws, neither the Union nor its Prize Partners shall be held accountable for:
- (a) The use of any Submission and its components.
 - (b) Any use and disclosure of any personal information.
 - (c) Participation in any Competition related activity.
- 2.4. The Applicant must be ready to provide any additional information that may be requested by Union and/or Union Prize Partners.
- 2.5. An Applicant may withdraw from the Competition at any time on ten (10) business days' prior written notice to Union.

3. USE OF SUBMISSION AND THE APPLICANT AND APPLICANT TEAM DETAILS

- 3.1. Without prejudice to the intellectual property rights of the Applicants of the competition as detailed in Section 8 below, by making a Submission, the Applicant hereby grants Union a non-exclusive, irrevocable, global, and royalty-free right to use the copyrighted material in their Submission for the following purposes: (1) To examine, investigate, and analyze the Submission including but not limited to academic research by higher educational institutions, and/or (2) To use the Submission or parts thereof in any and all currently known or later-developed media, including, without limitation, the right to publish, copy, and edit adaptations of the Applicant's Submission for any commercial or non-commercial purpose related to the competition or Union and/or any affiliated companies (e.g., marketing, advertising, sponsored content, promotion, media coverage), regardless of whether the Applicant is chosen as a winner. Union is under no obligation to use the Applicant's Submission and using it does not indicate that the Applicant is eligible for any prize.
- 3.2. Union reserves the right to publish the details of the Applicants in the Competition as part of its marketing and promotional activities.
- 3.3. Participation in the Competition is considered as the Applicant's consent to these Terms and Conditions and the Call for Proposals, including but not limited to, the publishing of their name and Initiative in the Submission across various media channels, at Union's discretion.
- 3.4. The Applicant confirms that the Initiative submitted for the Competition does not violate any laws, including copyrights, right to privacy, defamation laws, and criminal law.
- 3.5. Union is not responsible for any unauthorized use of the Submission or Applicant's details by a third party. Union may use third-party platforms including but not limited to social networks like Facebook, Twitter, and Instagram to promote the Competition or the Submission. The Applicant acknowledges that any promotion appearing on such platforms is not endorsed, administered, or associated with those social networks and releases them from any issues related to the Competition. The Applicant acknowledges



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and agrees that their participation in the Competition or their potential selection as a winner does not constitute an endorsement or support of the Applicant or their business, Initiative, or concept by Union.

- 3.6. Additionally, the Applicant acknowledges that its winning and the Prize handing moment may be covered or publicized in various media channels, including television, newspapers, websites, and social media, and by participating, they consent to the publication or filming of their name, image, video, and the initiative they submit, as part of these coverages and publications by Union and anyone on its behalf.
- 3.7. Further, without detracting from the above, the Applicant agrees to the use of their Registration Form details in accordance with Union's privacy policy available at Union's privacy policy.
- 3.8. Compliance with this Section 3 and its subsections is a condition for participating in the competition and for the awarding of prizes.

4. EVALUATION CRITERIA FOR THE ENVIRONMENT PRIZE WINNER

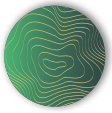
- 4.1. The Committee will evaluate all Submissions at its sole and independent professional judgment based, among others, on the following criteria:

Criteria	Breakdown of Scoring
Status of initiative (readiness for implementation)	20 %
Expected impact in ISRAEL (time table, range of influence, expected consequences)	30%
Ability to execute - Are the plan, schedules and budget realistic? (assessing also the capabilities of the team and the organization)	20%
Assessment of innovation for the Israeli market or in general	15%
Quality of submission (Documents + video + online meeting with the judges for top submissions)	15%
Total Scoring	100%
Bonus	
Innovative income model	10%

Union is not obligated to select the Environment Prize winner only according to the above criteria.

- 4.2. Union is entitled to change and update the criteria at any time, at its sole discretion.

5. COMPETITION PROCEDURE AND SELECTION OF THE ENVIRONMENTAL PRIZE WINNER



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5.1. As a prerequisite for receiving the Environmental Prize, the Applicant's has to make sure their Submission catches the Committee's eye and gets picked as the winner. Once Union gives them the heads-up that they have won, they have got five (5) business days to sign and send back a Winner's Agreement and Commitment Form. This form lays out what they are signing up for as the Prize Winner, such as:

- a) Continue to advance the Initiative or its implementation for which the Competition was won.
- b) Consent to the publicization of the Initiative by Union or its representatives, at their discretion.
- c) Ensure that the Team Leader participates in speaking events as determined by Union.
- d) Agree to receive the Prize funds in two installments, subject to verification of progress.
- e) Prepare an unrestricted report detailing the utilization of the Environment Prize funds.
- f) Mandate that the Team Leader of the winning Submission partakes in the grand prize announcement gala.

5.2. The decisions made by the Committee shall be final and irrevocable.

6. VERIFICATION

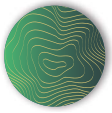
All Submissions and Applicants are subject to verification at any time and for any reason. The Applicant Organizations or the Applicants or any others on their behalf will not have any claim, demand or lawsuit against Union and Union Prize Partners in connection with any disqualification.

7. INTELLECTUAL PROPERTY

- 7.1. Applicant retains all right, title and interest in and to its discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights, including without limitation patents, copyrights, trademarks, topographies, know-how and trade secrets (collectively, "Intellectual Property Rights"). If the Submission is comprised of members from different organizations, the Applicant is responsible for determining the ownership of any Intellectual Property Rights that may arise in connection with the Competition or any background Intellectual Property Rights that are used by the Applicant in connection with the Competition.
- 7.2. Union retains all right, title and interest in and to any logos, names, images, trademarks (whether registered or unregistered), and any goodwill associated with the Competition. Each Applicant agrees that it will not, at any time, register or attempt to register Union and Union Prize Partners' logos or trademarks or any logos or trademarks associated with the Prize, or any domain name confusingly similar thereto.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. Each Applicate including each of the Applicate members who involves in the Submission, represents and warrants Union that:
 - (a) it has the power enter into the agreements contemplated in the Registration Form or Terms and to perform the obligations therein;
 - (b) the Submission does not violate any law, statute, ordinance or regulation;



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(c) the Submission does not infringe or misappropriate any third-party Intellectual Property Rights;

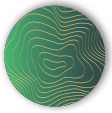
8.2. Union and Union Prize Partners are not responsible for typographical errors in any Competition-related materials, or for any individual's inability to enter the Competition, including but not limited to unavailable network, server, or other connections; failed software or hardware transmissions; other errors of any kind, whether human, mechanical, or electronic, including lost, late, incomplete, damaged, or misdirected submissions; or for any damage to any computer related to or resulting from participation. Multiple submissions and those generated by script, macro, or other automated entry devices are not valid and will be disqualified. Union reserves the right in its sole discretion to cancel or suspend the Competition should any of the foregoing occurrences corrupt or impair the administration, security, fairness, or proper play of the Competition. If the Competition is canceled for any reason, including but not limited to those listed above, winners will be determined from Submissions received up to the time of cancellation, in accordance with the Judging Criteria, unless otherwise indicated by Union. Applicants agree that Union and Union Prize Partners shall not be liable for, and are hereby released from, any claims relating to injury, losses, damages, or costs of any kind resulting from participation in this Competition or acceptance of or use or misuse of a Prize or parts thereof.

9. LIABILITY

- 9.1. Each Applicant and its members participation in the Competition is at their own risk.
- 9.2. Each Applicant agrees to defend indemnify and hold harmless each of Union and Union Prize Partners, and each of their respective officers, directors, employees and agents from and against any and all claims, liability, losses, actions, proceedings, suits, damages, settlements, penalties, fines, costs, or demands, including without limitation reasonable legal and accounting fees, resulting from or related to any possible violation caused by the Competition Submission.

10. GENERAL

- 10.1. The Competition and everything related to it, including the Submission requirement, are subject to the laws of Israel.
- 10.2. The decisions of Union and Union Prize Partners with respect to all aspects of the Prize are final and binding on all Applicants (and Applicant's members) without the right of appeal. No Applicant may assign its rights or obligations under the Call of Submissions, the Registration Form or Terms to anyone.
- 10.3. Union reserves the right to modify and update the Submission requirements, either in whole or in part, at any time, without prior notice and at its sole discretion.
- 10.4. Union may, without prior notice to an Applicant and without an Applicant's consent, assign its liabilities to a third party, subject to such a party assume all of Union's rights and



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obligations hereunder and Union shall be released.

- 10.5. Union may perform its obligations under the Competition through its agents, suppliers or subcontractors.
- 10.6. Union's failure to insist upon or enforce strict performance of any right or provision of the Call of Submissions or the Terms shall not constitute or be construed as a waiver of any right or provision.
- 10.7. If any of the provisions (or parts thereof) contained in the Call or Terms are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. No waiver of any breach of any provision of the Call of Submissions or Terms by Union shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. If any provision of the Call of Submissions or Terms is unlawful, void, or for any reason unenforceable, then that provision is deemed severable from the Call of Submissions or Terms and will not affect the validity and enforceability of any remaining provisions.
- 10.8. The Call of Submissions, the Registration Form and the Terms shall not be modified except by Union.

Last updated on August 6, 2024