

R&B NEXT! Awards 2019

RULES AND REGULATIONS

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INTRODUCTION

Fira de Barcelona (hereinafter "FIRA" or "Organizer"), organizes Retail and Brand Experience World Congress (the "Event") held in Barcelona from 27th to 29st May 2019, "R&B NEXT! Awards" (the "Awards") will be held in the framework of the Event.

Retail and Brand Experience World Congress is created by FIRA focused on promoting innovation in the Retail and Brand ecosystem. A wide program of conferences, workshops, pitches and expert meetings are offered, The Event will gather the best industry leaders, successful entrepreneurs and digital experts along with renowned accelerators, incubators and investors on the retail and brand arena.

THE R&B NEXT! AWARDS

The R&B NEXT! Awards is a global pitching competition aimed to find the best startups around the globe, focusing on three tracks of content.

The competition will take place every day on the framework of the Event and aligned to the stream of the day:

- **Day 1: Digital R&B**
How to improve retail experience and brand engagement.
Subtopics: Fintech, Shared Economy, mCommerce, Marketplaces, FashionTech, Bots, etc.
- **Day 2: Disrupting tech**
How to improve enterprises through mobile innovation and data analysis.
Subtopics: Big Data, Artificial Intelligence, Internet of Things, Wearables, Robots, Open Hardware, Smart Cities, Transport, Cybersecurity, Drones, etc.
- **Day 3: Digital Brands**
How to improve people's spare time and education/communication.
Subtopics: Mobile Gaming, VR/AR, Entertainment, Digital Content and Transmedia, mAdvertising,

Format

Every day 8 startups per track (24 startups altogether) will pitch on stage for four minutes and may receive questions from jury members during three more minutes.

The **R&B NEXT! Awards show** (finals) will take place every day (from 27th to 29th March) and the **winner's announcement** (1 per day) will be announced straight after every show. From among 24 semifinalists, **3 grand prizes** will be selected. There will be only one winner per track/day.

HOW TO JOIN THE R&B NEXT! AWARDS (application process)

To enter the R&B NEXT! Awards, eligible entrants must provide accurate information and upload their projects using the form available at the R&B NEXT! Awards website, <https://www.f6s.com/rbnextawards2019/apply> ("Website"), in compliance with these R&B NEXT! Awards Rules and Regulations and according to the instructions set forth in the Website. Any individual or organization which submits information or a project in connection with the R&B NEXT! Awards is an applicant ("Applicant"). An entrant is an Applicant whose submission is deemed in compliance with all Organizer terms and instructions, and is therefore accepted for competition by the Organizer ("Entrant"). All terms contained herein which reference the Applicant continue to apply should the Applicant meet the criteria to become an Entrant. All materials submitted by Applicant to Organizer in relation to the R&B NEXT! Awards constitute the project ("Project").

Participation in the R&B NEXT! Awards constitutes Applicant's full and unconditional agreement to these R&B NEXT! Awards Rules and Regulations and decisions of the Organizer, which are final and binding in all matters related to the R&B NEXT! Awards. Winning a prize is contingent upon Applicant fulfilling all requirements set forth in these R&B NEXT! Awards Rules and Regulations.

Once the Project is received, the Organizer will notify the jury members and verify that the entry was received in compliance with the R&B NEXT! Awards Rules and Regulations, or if further information or clarification is required. The jury members, with the support of the Organizer, will review all validly submitted entries and make a final determination of the twenty-four candidates to be invited to the Event as finalists in the R&B NEXT! Awards.

SELECTION OF PROJECTS

The twenty-four finalists that will pitch and exhibit at R&B NEXT! will be selected by the jury members. The jury will proceed to select the finalists among all Projects validly registered in the R&B NEXT! Awards, according to the following criteria.

Primary judging criteria

- Ventures from any sector, related with digital and with the content tracks :
 - o Digital R&B
 - o Disrupting tech
 - o Digital Media
- Innovation: extent, uniqueness, proprietary rights and centrality of the project
- Impact on the global market (economic and social)
- Scalability and potential for growth
- Fit: with the team, the initial markets, the resources available
- Potential for financial return

Other eligibility criteria

Jury members will take the above criteria into account, as well as additional factors, including:

- Startups already incorporated and duly registered with no more than five years of existence (early-stage ventures)
- Ambitious and capable management teams
- Serious technology with sustainable competitive advantages preferred, but not required
- A high innovation component, understanding innovation in the broad sense (product, process, business plan, etc.)
- Representatives must have high-level English language skills, as the competition process will take place in English.

CALENDAR

Registration period

The R&B NEXT! Awards registration is open from January 16th 2019 and closes at April 2nd 2019 12:00 GTM+1 Europe (the "Registration Period"). Entries sent outside the Registration Period will not be accepted or considered.

The Organizer reserves the right to extend the application process or Registration Period. Any change will be posted on the R&B NEXT! website and communicated to Entrants.

Selection process

Following the close of the Registration Period, the jury members will analyze each Project and choose not more than twenty-four finalists.

Finalist announcement

The twenty-four finalists will be announced on April 25th 2019 on the R&B NEXT! website. The Organizer will contact the selected finalists via message through the e-mail address provided on the entry form informing the Entrant of its selection. The prospective finalist must expressly accept to become a finalist of the R&B NEXT! Awards ("Finalist").

If the prospective finalist does not accept to become a finalist within five (5) days of the finalist notification email, the Organizer will disqualify said Entrant. Organizer reserves the right to select another finalist at that time.

A prospective finalist may be required to execute and return an Affidavit of Eligibility, Release of Liability and, unless prohibited by law, a Publicity Release. If a prospective finalist cannot be contacted within the specified time, fails to respond within the specified time of five (5) days, fails to sign and return the required documentation (if applicable), or has not properly completed the items required for entry, the prospective finalist forfeits all rights in and to the prize and the Organizer shall be entitled to select an alternative finalist. Acceptance as a finalist and receiving a prize are contingent upon compliance with these R&B NEXT! Awards Rules and Regulations.

Pitching days and R&B NEXT! Awards finals

Between 27th and 29th of May 2019 (depending on the track assigned) finalists will pitch their entries at designated stages (located at Fira Gran Via, Hall 2) in front of a live audience that will include investors, business executives, entrepreneurs, government officials, and the general public. Each Finalist may have two (2) individuals pitch on R&B NEXT! stage. All individuals entering R&B NEXT! are required to meet all terms of entry to R&B NEXT!, including acceptance of the R&B NEXT! Awards Rules and Regulations and any other requirements from the Organizer.

After the pitches of each final (3), the winner ("Winner") of each day will be decided by a secret ballot by jury members, and will be announced at the stage.

The date and time of the R&B NEXT! Awards final show is subject to change, and will be communicated to Finalists by the Organizer.

PRIZES

The R&B NEXT! Awards designates prizes for the winner and twenty-four Finalists as described in the Website (http://www.R&B_NEXT!.com/event/mobile-world-congress-barcelona/awards). Prizes are subject to change at the discretion of the Organizer. Any changes to prizes will be updated on the website.

Each Finalist will receive the following:

- A three-day startup booth in the Demo Pods area of the Event*
- The opportunity to pitch in the startup stage at the Event 2019;**
- A maximum of three badges (per Finalist), including R&B Exp. World Congress Visitor passes**
- Visibility on the Event website and promotional support

The Winner will receive the following:

- Dedicated article published on the website, and included on our newsletter and promotion as a winner through our social media channels.
- The opportunity to speak in the R&B NEXT! Awards final in R&B NEXT! Barcelona 2020 event.

* Exhibition at R&B NEXT! is subject to the acceptance of and compliance with the R&B NEXT Awards Rules and Regulations, and all directions and requirements of the event organizer as may be provided from time to time.

**Entry to any event, including R&B NEXT! or Fira events, is contingent on acceptance of and compliance with the relevant R&B NEXT! Awards Rules and Regulations, and all directions and requirements of the event organizer as may be provided from time to time .

All, state, and local taxes associated with receipt of any prize or benefit and all other costs and expenses associated with the acceptance and use of a prize or benefit shall be the sole responsibility of the Winner or Finalist. All prizes are awarded "as is" with no warranty or guarantee, either expressed or implied. Prizes are not transferable to any other person or organization in whole or in part, redeemable for cash or substitutable except by the Organizer, which reserves the right to substitute prizes of comparable or greater value, at its sole discretion. All prize details (including without limitation, method and location of delivery of the prize, brands and other variables) are at Organizer's sole discretion.

The Organizer reserves the right to award no prize if the submitted Projects do not meet the minimum criteria for quality.

The Organizer may, but is not obliged to, include additional prizes that will be updated at the Website, if any. Organizer's obligations regarding award of the prize shall conclude when the prize is awarded to the Winner and Finalists, as applicable.

The prizes are subject to these R&B NEXT! Awards Rules and Regulations, and will not be replaced by cash. The prizes are subject to modification only at the discretion of the Organizer. If a Finalist or Winner rejects a prize, no alternative gift will be offered. Each prize is personal and not transferable. The sale or marketing of prizes is prohibited.

Without limiting in any way the consumer rights recognized by any applicable regulations, the Organizer is not liable for the negligent or illegal use of any prize by a Winner or Finalists.

PARTICIPATION DETAILS

Submitted Projects must be the original work of the Applicant and must be entered by either an individual of legal age or a team, with no size restriction, provided each member is of legal age. The identity of each individual must be capable of verification through official documents (ID, passport, driving license, business documents, etc.) which will be provided to the Organizer immediately on request.

Without limiting in any way the consumer rights recognized by any applicable regulations, the Organizer is not responsible for the loss or delay of an attempted Project submission due to any interruption, temporary lack of availability or continuity in operation, transmission problem, loss of information, fraud, network error, software malfunction, access, or communication or response error. The Organizer is not responsible for the loss, delay, or change of Event due to technical problems or problems of any other nature not attributable to us, beyond our control or attributable to network operators, providers of intermediary services, postal or message services, or third parties. The Organizer shall be exempt from any obligation or compensation to the participants if for reasons of force majeure or legal imperative the Event must be canceled or suspended.

Each Applicant, including members of teams, may enter a maximum of one time. Applicants must have access to the Internet as the R&B NEXT! Awards can only be accessed online. Applicants must provide a valid e-mail address.

No purchase necessary to enter. A purchase will not increase your chances of selection. Void where prohibited.

Neither any Applicant nor any family members, ascendants, descendants, spouses or domestic partners, may enter as a contestant if an individual has taken part in organizing the R&B NEXT! Awards or is an employee of the Organizer.

By entering the R&B NEXT! Awards, Applicants represent and warrant that the Applicant holds all right, title and interest in the Project, that the information contained is accurate and complete, and that by submitting the Project to the Organizer Applicant is not and will not be violating any contract or third party rights including any patents, copyrights, trade secrets, proprietary or confidential information, trademarks, or rights to privacy including personal data. The Organizer shall not be liable for any violation of any rule or third party rights by Applicants, and Applicants assume the obligation to hold the Organizer free of liability in such an event. Should the Organizer discover or suspect that there has been plagiarism, third party rights have been violated or projects entered have not been created by their purported author or authors, the Organizer reserves the right to eliminate the Project, and Applicant or Entrant, from the R&B NEXT! Awards. Similarly, the jury reserves the right to disqualify any Project that, in its sole judgment, violates the letter or the spirit of the R&B NEXT! Awards Rules and Regulations, guidelines, processes and rules of the R&B NEXT! Awards. The jury members' decisions are final and binding.

The Organizer is exempt from all liability, penalty, claim, demand or civil, commercial, criminal, administrative proceedings, including compensation of any kind and/or nature, expenses, costs (expressly including attorneys' fees and solicitors).

The decision of the jury members on the Finalists and Winner is final and the Organizer will not enter into any correspondence about the results. The Organizer accepts no responsibility for submissions which are lost, misdirected, illegible, late, mutilated, altered, or lost for any reason.

Location

The R&B NEXT! Awards final pitches will be held in Hall 2 of Fira Gran Via, located at Plaça Europa 08004 Barcelona (Spain).

Travel and accommodation expenses for finalists

The twenty-four participants that are nominated to be finalists and present their project at the Event will be provided with a grant of 300 euros per finalist as the sole grant to cover part of the expenses related with the trip to Barcelona (as hotel, tickets flights and related expenses) for the person (or the team, as the case may be) that will attend to the Event. To receive the grant, the nominated finalist shall send a valid invoice to the Organizer before. The payment will be made after the Event.

In order to participate in the final, all finalists must attend the conference events scheduled from 27th to 29th May (depending on the day of the final). The details of these events will be communicated to the finalists sufficiently in advance.

CONFIDENTIALITY

Any and all materials submitted, including business plans, must be appropriate for public dissemination. Submissions must not include any confidential information that the Applicant does not wish to make public. Due to the nature of the R&B NEXT! Awards, the Organizer will not be held responsible for the confidentiality of the business plans and their content.

DECLARATION AGREEMENT

Each Applicant agrees to:

- Attend the Event if selected, make a public presentation of their business plan, and participate in the informal presentations and discussions with interested parties at the designated place;
- Follow all of the R&B NEXT! Awards Rules and Regulations and instructions of the Organizer, and accept the Organizer's decision; and
- Meet all deadlines at penalty of immediate disqualification.

Any failure to meet deadlines or comply with the procedures expressed in these R&B NEXT! Awards Rules and Regulations will disqualify the Applicant/Entrant from the R&B NEXT! Awards. Similarly, any misrepresentation, fraud or infringement of intellectual property or third parties rights, will result in immediate disqualification, and, if applicable, the obligation to return all prizes.

INTELLECTUAL PROPERTY

The Organizer may publish any and all information submitted by the Applicant (including but not limited to all Project materials and fields requested in the application form that do not contain information of personal nature) at any time, in any media and for any reason, including without limitation, publishing Project materials or the publication on any of its websites or any social networking website, or in any advertising or promotional campaign.

Applicant hereby grants a non-exclusive, royalty-free, irrevocable, for the maximum period of validity in each territory, transferable, worldwide license to the Organizer to use Applicant's Project, logo, and contact information for any purpose, including without limitation for advertising and promotion of Organizer's activities.

Additionally, by entering, Applicant authorizes the Organizer to:

- (i) capture Applicant's image, voice and/or statements during the Event as well as during any prior or subsequent act which is directly or indirectly related thereto;

- (ii) reproduce and/or fix the above, in whole or in part, on audiovisual, video -graphic, photographic or paper, among other forms;
- (iii) use for promotional purposes the image (including the voice and name) and the Project of the Applicant, through any method or medium that the Organizer deems appropriate (including, by way of illustration and not limitation, brochures, newspapers, magazines, books, and Internet), all without geographical or temporary limitation.

PRIVACY POLICY AND INFORMATION ON DATA PROTECTION

Data Controller	FIRA INTERNACIONAL DE BARCELONA with CIF Q-0873006-A with registered address in Barcelona, Av. Reina Maria Cristina, s/n 08004
Purpose	To process data in relation to the R&B NEXT! Awards and send information about the trade show Retail and Brand Experience World Congress
Authentication	Consent granted by the interested party
Recipients	Alimentaria Exhibitions SLU and Fira Barcelona International Exhibitions and Services SL, as subsidiaries of Fira Internacional de Barcelona. Your data is not ceded to third parties.
Rights	The Applicant has the right to access, rectify and eliminate his/her personal data, as well as the rights of portability and limitation of processing that are set out in the additional information. Similarly, in accordance with Law 34/2002 on Information Society Services, the applicant has the right not to receive commercial information by electronic means by writing to datos@firabarcelona.com
Additional information	The Applicant can consult the additional detailed information on Data Protection at the website: www.firabarcelona.com "Privacy Policy"

By submitting a Project, the Applicant represents and warrants that the Applicant has been explicitly given the authority to submit all personal information, including names, email addresses, and all other personally identifiable information submitted in connection with the R&B NEXT! Awards. By submitting a Project, the Applicant represents and warrants that Applicant has the authority to accept these R&B NEXT! Awards Rules and Regulations on behalf of each individual in the Applicant's team.

Furthermore, by properly submitting a Project on the online platform accessible at the Website, Applicant gives Organizer express consent to publish Applicant's status as the Winner or Finalist of the R&B NEXT! Awards. If Applicant is the Winner or a Finalist, Organizer will use the provided information to contact Applicant and, if applicable, to award the prize(s). Organizer advises Applicants that all the information provided for entry in the R&B NEXT! Awards is required, such that if any information is missing, the use of the information for the aforementioned purposes will not be possible, and the entry shall therefore be void. All submitted information will be kept for the time deemed necessary or appropriate to carry out the previously stated purposes.

The Organizer reserves the right to change or extend this R&B NEXT! Awards basis, provided that such modifications do not adversely affect participants.

Released Parties (as defined below) are not liable for: (i) failed, returned or misdirected notifications; or (ii) entries and responses to winner notifications which are lost, late, incorrectly completed,

incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for any human, computer, or technical error of any kind. Noncompliance with the requirements set forth in these R&B NEXT! Awards Rules and Regulations, notification as undeliverable or noncompliance with these R&B NEXT! Awards Rules and Regulations will result in disqualification and, at Organizer's discretion, alternative applicant(s) will be selected.

By providing your contact details, each Applicant agrees to receive email correspondence from Organizer, including emails about this R&B NEXT! Awards. Should an Applicant wish to remove an email address from correspondence, it can be done at datos@firabarcelona.com

Conditions of Participation: Applicants expressly consent to the use of personal information submitted to the Organizer for the purpose for which it is disclosed, namely entry into the R&B NEXT! Awards, in accordance with these R&B NEXT! Awards Rules and Regulations, Organizer's privacy policy (as may be amended from time to time);;

Acceptance of a position as finalist constitutes permission for the Organizer and its designees to use details of the Finalist including name, company, company logo, city of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law.

Limitation of Liability: As a condition of participation, Applicant agrees that: (i) under no circumstances will Applicant be permitted to obtain awards for, and Applicant hereby waives all rights to claim indirect, punitive, incidental, consequential, or any other damages, other than actual out of pocket expenses, if any; and (ii) all causes of action arising out of or connected with a R&B NEXT! Awards, or any compensation or credit to be provided, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and award shall be limited to actual out of pocket costs incurred, if any, and in no event shall any Applicant be entitled to receive attorneys' fees, other legal costs, or have damages multiplied or otherwise increased. Released Parties are not responsible for any computer or network malfunctions which may occur of any kind, whether human, mechanical, or otherwise, relating to or in connection with the R&B NEXT! Awards, for any incorrect or inaccurate information, howsoever caused.

Choice of Law: The R&B NEXT! Awards shall be governed by the substantive and procedural law of the Kingdom of Spain. By participating in a R&B NEXT! Awards, Applicants irrevocably agree that the courts located in Barcelona shall have personal jurisdiction over any dispute or litigation arising from or relating to a Contract and that venue for a legal dispute shall only be the courts located in Barcelona, Spain.