



## **2021 GLOBAL LEAP OFF-GRID COLD CHAIN CHALLENGE TERMS AND CONDITIONS**

### **Background**

The Global LEAP Off-Grid Cold Chain Challenge (“the Challenge”) is a global competition to identify the most energy-efficient, sustainable, and affordable technologies that can meet the diverse cold storage requirements for fresh fruits and vegetables, dairy products, meat, and fish produced by smallholders and affiliated value chain players in off- and weak-grid areas.

The Challenge is structured in two stages. The first stage requires participants to submit technical information about their cold storage solutions as well as information about their business model, target markets, and other aspects of their commercial strategy. The second stage requires participants to undergo field evaluation (of at least 6 months) in either Kenya, Tanzania, Uganda, Rwanda, Nigeria, or India. This document provides about eligibility requirements, nomination procedures, the evaluation process, and benefits to participants.

The Challenge is implemented through the [Efficiency for Access Coalition](#) with the support of Doen Foundation, IKEA Foundation, Foreign & Commonwealth Department Office and Good Energies Foundation. Efficiency for Access is a global coalition working to promote high performing appliances that enable access to clean energy for the world’s poorest people. It is a catalyst for change, accelerating the growth of off-grid appliance markets to boost incomes, reduce carbon emissions, improve quality of life and support sustainable development.

Companies that participate in the Challenge are subject to these Terms and Conditions (“Terms and Conditions”). CLASP is the Administrator of the Challenge (“the Administrator”). Violations of, or a failure to abide by, these Terms and Conditions may disqualify a participant from the Competition at the sole discretion of the Administrator.

## Quick Overview

The following table provides a summary of key information contained in this document. Detailed information about each of these questions is contained in the body of the document below.

<p><b><i>Who is eligible to participate in the 2020 Global LEAP Off-Grid Cold Chain Challenge?</i></b></p>	<p>Manufacturers, designers, or associated distributors of walk-in cold storage solutions intended for use with off-grid energy systems (e.g., low-voltage DC systems, AC or DC mini-grids) (the “Products”).</p> <p>Collectively the manufacturer and any other eligible nominating party are referred to as “Nominators”.</p>
<p><b><i>Do you only accept DC Products?</i></b></p>	<p>We accept both AC and DC products.</p> <p>All products must be powered by renewable energy sources for at least 70% of their usage time and/or compatible with off-grid power systems that utilize renewable energy sources (e.g., AC or DC mini-grids).</p>
<p><b><i>What are the benefits of participating?</i></b></p>	<p><b>Cash Prizes:</b> Subject to additional terms and conditions, up to \$100,000 USD prize money will be available for winning product(s) based performance during field evaluation.</p> <p><b>Global Recognition:</b> The Global LEAP Awards is a trusted global brand. A Buyer’s Guide is published at the end of each Global LEAP Awards competition that serves as the de facto source of accurate, actionable information about the quality and energy performance of off- and weak-grid appliances (<a href="#">see here for an example</a>).</p> <p>Winners and Finalists in the Global LEAP OGCCC will be featured in the <b>2022 Global LEAP Walk-in Cold storage Buyer’s Guide</b>, which will be the only third-party source of market intelligence about the technical performance, quality, and energy efficiency of these solutions.</p>
<p><b><i>When do nominations open?</i></b></p>	<p>29<sup>th</sup> July 2021</p> <p>Note that the timeline for this Challenge, and all milestone dates set out herein, are subject to change.</p>
<p><b><i>When do nominations close?</i></b></p>	<p>29<sup>th</sup> August 2021</p>

<b><i>How will products be tested?</i></b>	Field evaluation will be conducted according to the Global LEAP OGCCC Field Evaluation Protocol which will be available on the Challenge’s website soon
<b><i>Is there a fee to participate?</i></b>	Nominations are free and can be easily <a href="#">submitted online</a> . Funding to support costs associated with the field evaluation process will be available based on a demonstration of need.
<b><i>Who should I contact with additional questions?</i></b>	<a href="mailto:info@GlobalLEAPawards.org">info@GlobalLEAPawards.org</a>

## Eligibility Requirements

Products eligible for the Challenge must meet all of the following criteria:

- (1) Be a commercially available cooler or freezer defined as an enclosed storage space refrigerated to temperatures at or above 32°Fahrenheit/0°Celsius (coolers), or, below 32°Fahrenheit/0°Celsius (freezers) that can be walked into with a total chilled storage area of less than 3,000 square feet;
- (2) Be intended for cold storage of fresh fruits and vegetables, fish, meat, or other agricultural produce
- (3) Be compatible with off-grid power systems that utilize renewable energy sources (e.g., AC or DC mini-grids) for at least 70% of the Product’s usage time;
- (4) Fall into one of the following categories (individually a “Category,” collectively, the “Categories”):

	Small	Large
<b>Coolers</b> (Operating temperature is at or above 0°C)	100ft <sup>3</sup> – 500 ft <sup>3</sup> (2.8 m <sup>3</sup> – 14.2 m <sup>3</sup> )	>500 ft <sup>3</sup> (>14.2 m <sup>3</sup> )
<b>Freezers</b> (Operating temperature is below 0°C)	100ft <sup>3</sup> – 500 ft <sup>3</sup> (2.8 m <sup>3</sup> – 14.2 m <sup>3</sup> )	>500 ft <sup>3</sup> (>14.2 m <sup>3</sup> )

- (5) Be deployable and available for field evaluation by Administrator or its designee in any of the following countries by October 2021: Nigeria, Rwanda, Tanzania, Kenya, Uganda, and India
- (6) Use no Montreal-Protocol-regulated Class I ozone-depleting substances (ODS) as refrigerants
- (7) Use no Montreal-Protocol-regulated Class II ozone-depleting substances (ODS) (i.e., HCFCs) as refrigerants, OR have a warranty and clear implementation plan that covers reclamation and safe destruction of Class II ozone-depleting substances;
- (8) Include safe operating instructions; and
- (9) Not knowingly be in violation of another’s intellectual property.

# Procedures

## 1. Nomination

Organizations that wish to nominate eligible Products for the Challenge should do so using the online [nomination form](#). Nomination is free.

Entries may be submitted by Product manufacturers, suppliers, designers, or associated distributors (“Nominators”). In the case of nominations from suppliers, designers, or distributors, a supporting letter from the manufacturer that confirms their support for the Product nomination must be included with the submitted materials.

Nominators that are unable to submit the required form online or by email should contact the Administrator for an offline version. (The online and offline version of the nomination form shall be referred to herein as the “Nomination Form”) The Administrator can be contacted via email at [info@globalleapawards.org](mailto:info@globalleapawards.org), via phone at + 254 707 560 539, or via post at:

Global LEAP OGCCC  
c/o CLASP  
Rivaan centre, Mezzanine Floor, Wing B  
Westlands, Nairobi  
Kenya

The nomination process for the Challenge begins at 00:00:01 EAT on 29 July 2021. The deadline for receipt of all nominations is 23:59:59 EAT on 29 August 2021 (the “Nomination Deadline”).

All information on the Nomination Form must be completed or the nomination will be deemed void. Nomination Forms must be accompanied by: (i) a specification sheet that states the Product’s technical requirements, and relevant performance factors); (ii) an electronic or print copy of the Product user manual and/or safety instructions to end-users; (iii) a photograph of the Product; and (iv) official documentation of the Product’s warranty. Nominators agree to cooperate with the Administrator to supply other information regarding the Product as requested by Administrator or the nomination will be deemed void. The Administrator shall have the right to place a nomination in another Category from the one selected by the Nominator at its discretion.

Nominators may submit more than one Product type or model, but a separate application package must accompany each nomination.

Fully completed Nomination Forms must be received in accordance with these Terms and Conditions by the Nomination Deadline to be eligible to win an award. All late or incomplete nominations will be deemed void and not eligible to enter or win. Administrator’s computer is the official time keeping device for the Global LEAP OGCCC. Early submissions are strongly encouraged. The Administrator will only accept the first properly completed nomination for any particular Product.

## 2. Conditions of Entry

By submitting a nomination, all Nominators agree to be bound by these Terms and Conditions. Participation in the Challenge is at the sole and absolute discretion of the Administrator. All nominations and materials submitted in connection therewith shall become the sole property of Administrator and will not be returned. Nomination Forms may contain confidential or trade secret information, and Administrator agrees not to share or disclose this information without Nominator consent.

Participants in the Challenge may be added to Global LEAP, Efficiency for Access Coalition, and the Challenge donors' mailing lists and contact databases, and may receive information on relevant activities. By submitting a nomination, all Nominators agree to the inclusion of such information in such lists and databases, and to receive such information. Notwithstanding the foregoing, nothing in this paragraph shall constitute a waiver of any rights under applicable law.

Global LEAP, the Efficiency for Access Coalition, the Challenge donors, and the Administrator may use the winning and/or finalist Products for public information purposes and to promote the Global LEAP Awards via such media as websites, brochures, and events. By submitting a nomination, all Nominators consent to such use.

Global LEAP, Efficiency for Access, the Challenge donors, and the Administrator may make public any Product specifications provided in the Nomination Form (e.g., energy consumption, capacity) and data gathered through the field evaluation. By submitting a nomination, all Nominators and [Nominees] consent to such publication.

The Administrator reserves the right to adjust, strike, make reasonable changes to or redefine any of the Challenge's terms and conditions at any time.

### **3. Fees**

Nomination is free.

### **4. Pre-Screening & Notification**

The Administrator will pre-screen nominations and select "Preliminary Finalists" for each Category. This review will be based upon data as provided in the Nomination Form.

The Administrator will notify Nominators of pre-screening decisions by email on or before 30 September 2021. Products that pass the pre-screening process will be deemed Preliminary Finalists.

### **5. Field Evaluation & Product Deployment**

Preliminary Finalist Products will undergo field-based evaluation to assess the Product's design, performance, and end-user impact in a real-world setting. Product technical performance will be assessed via remote monitoring devices to assess criteria such as energy consumption and temperature maintenance. Product impacts and user experience will be assessed qualitatively through surveys and interviews.

Field evaluation will take place in six countries: Kenya, Uganda, Tanzania, Rwanda, Nigeria and India.

Field evaluation and site visits will be coordinated by the Administrator. Field evaluation will be conducted according to the Global LEAP Off-Grid Cold Chain Challenge Field Evaluation Protocol and may be subject to additional terms and conditions.

Nominators are responsible for all aspects of Product deployment for field evaluation, and Products must be deployed in one of the six eligible countries. Upon notification of Preliminary Finalist status, Nominators are encouraged to begin preparations for Product deployment.

The Administrator may request proof of ability to deploy by the target date. Details of the intended or actual Product location MUST be provided.

The Administrator has a limited amount of funds available to offset costs associated with this deployment, and will allocate these funds based on a needs assessment. Nominators may request consideration for these funds in their Nomination Forms.

All companies are encouraged to have completed their Product deployment by no later than 30<sup>th</sup> November 2021.

## 6. Assessment Process & Winner Selection

### Nominations

A panel of Expert Judges<sup>1</sup> will evaluate data provided in the Nomination Forms to select up to 15 Preliminary Finalists based on the following parameters. The panel of Expert Judges will include technical, development, and industry and market experts, and may include representatives from the donor agencies supporting the Challenge.

Each of the nominations is eligible to be awarded up to 100 points based on the following:

- a. **Financial Viability – 30 Points** will be awarded based on an assessment of the viability of the Product's financial model, including elements such as upfront and operating costs, as well as any innovations intended to increase the Product's affordability for target end users.
- b. **Commercial Strategy & Intended Beneficiaries – 30 Points** will be awarded based on an overall assessment of the Nominator's go-to-market and growth strategies, as well as the nature and scale of the Product's intended market and the agricultural value chains it will support.
- c. **Deployment Plan & Organizational Capacity – 20 Points** will be awarded based on the extent to which Nominators demonstrate their ability to successfully deploy a Product for the field evaluation process.
- d. **Sustainability – 20 Points** will be awarded based on demonstration of consideration taken to ensure a Product's design and deployment is sustainable in terms of local environmental and climate change considerations (particularly use of climate-friendly refrigerants) and the end-of-life considerations especially reparability, recyclability, and handling of waste.

The Administrator will notify successful Preliminary Finalists by email on or before 30 September 2021.

### Field Evaluation

Points will be awarded based on a combination of 1) a formulaic assessment of quantitative data collected during the field evaluation and 2) qualitative assessment by the Expert Judges.

The formulaic assessment and Expert Judge assessment will utilize data collected via the remote monitoring systems on technical performance factors relevant to walk-in cold storage users, such as energy performance and temperature maintenance, as well as data generated by the end user surveys regarding financial impacts and ease of use, among others. The total score will be determined for each Product relative to other Products in the same Category.

All methodologies used to award points shall be applied uniformly with respect to all Finalist Products.

The Product in each Category that earns the most points will be declared the "Winner" of its category. In the event of a tie, a category will have multiple Winners with each of the Products that earned the highest

amount of points will be declared a Winner. All Preliminary Finalists other than the category Winners shall be referred to as “Finalists”. The Administrator reserves the right to exclude from all Competition promotions any Preliminary Finalist Product that fails or performs poorly in the field evaluation and/or Expert Assessment.

In addition, the Administrator will award two Innovation Cash Prizes -- a grand prize of \$75,000 and a runner up prize of \$25,000 -- to Products that demonstrate market-leading performance, affordability, and high user impact based on results of the field evaluation.

All decisions rendered by the Global LEAP OGCCC Expert Judges or Administrator are final.

Should the Administrator discover that reliable comparisons of products across the Challenge’s Categories is not possible, the Administrator reserves the right to strike or redefine those Categories or create new Categories. In such event, the Administrator will give notice to all Nominators, and Nominators will have ten (10) calendar days from the date of such notice to request a recategorization of its nomination.

Field evaluation results will be delivered to the Preliminary Finalists after the announcement of Challenge results. Field evaluation results may be used by the Administrator for market intelligence reporting. The Nominator will remain the owner of all intellectual property related to the Product, its technology, and/or its design, as applicable, with the exception of the following: (1) declared performance data and product technical specifications submitted with a Product’s nomination and (2) test results generated through field evaluation.

### **Benefits to Winners and Finalists**

Nominators of Winners and Finalists will receive the right to use a Global LEAP Awards logo and phrase (the “Global LEAP Awards IP”) in marketing materials for the Product in accordance with these Terms and Conditions.

All Challenge Winners and Finalists will be eligible for the following:

1. Inclusion in the first-ever Global LEAP Awards Off-Grid Cold Chain Buyer’s Guide
2. Inclusion in a Global LEAP-sponsored communications to promote Winners and Finalists in the Challenge and raise consumer awareness about high-quality and energy-efficient off-grid cold storage. Among other efforts, Global LEAP will distribute information about Winners and Finalists to off-grid industry leaders and procurement officials, including company-specific promotional videos.
3. Consideration for up to \$100,000 USD worth of innovation cash prizes

### **Challenge Timeline**

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<b>Stage</b>	<b>Item</b>	<b>Due Date and/or Timeline</b>
Nominations	Nominations Open	29 July 2021
	Nominations Close	29 August 2021
Pre-Screening	All Nominators Notified of Preliminary Finalist Status	30 September 2021
Testing & Verification of Awards Finalists	Shipment of remote monitoring devices to Preliminary Finalists Sites	30 November 2021
	All Products Deployment to Field locations	30 November 2021
	Collection of performance data and Product usage information	15 December 2021
Awards Announcement and Promotions	Winners & Finalists Named	September 2022

Please note that the timeline above is subject to change. All Participants will be notified of changes, if necessary

### **Additional Terms and Conditions**



## **1. Excluded List Screening**

The Administrator will conduct a responsibility determination before designating Winners and Finalists to ensure that any award meets applicable laws, including regulations administered by the Office of Foreign Assets Control (OFAC) of the US Department of Treasury. For more information see OFAC website: <http://www.ustreas.gov/ofac>.

## **2. Award Restrictions**

Nominators and [Nominee]s agree not to challenge or seek to register any intellectual property associated with the Global LEAP Awards Competition. Winners and Finalists will be granted a limited personal license to use the Global LEAP Awards IP to advertise and promote the award or finalist status granted to the specific model of their Product for one year from the date of the announcement of the Winners. All use of the Global LEAP Awards IP must be in compliance with the guidelines published by Administrator that will be provided to Winners at a later date. Nominators, Nominee(s), Winners and Finalists agree not to use the Global LEAP Awards IP or make any mention of winning an award that is not consistent with these Terms and Conditions, and to immediately cease all inconsistent use upon notice by Administrator. Winners and Finalists may only promote that an award pertains to the specific Product model winning an award, may not state or imply that the award applies to other product models of a Winner or Finalist, and must clearly state whether the Product was a Finalist or Winner. Winners and Finalists may not use the Global LEAP Awards IP to state or imply that the Administrator or any other entity or person associated with the Competition endorse or are affiliated with the Winner or Finalist or its Products.

## **3. Publicity**

Except where and as may be prohibited by law, participation in the Global LEAP Awards constitutes express permission of a [Nominee] and Nominator for the Administrator (and those acting pursuant to the authority of the Administrator) to use each Nominator's and [Nominee]'s name, logo, trademark and nomination for the Global LEAP Awards for advertising, trade, and publicity purposes for the Global LEAP program and the Competition in all forms of media now known or hereafter discovered or devised, worldwide, in perpetuity, without further notice, review or approval, or compensation. Subject to the permissions granted in these Terms and Conditions, [Nominee]s and/or Nominators, as applicable, shall retain all rights, title and interests in and to the intellectual property in their Products.

## **4. General Conditions**

By participating in the Competition, each Nominator and [Nominee] fully and unconditionally agrees to and accepts these Terms and Conditions and the decisions of the Administrator, which are final and binding in all respects. By participating in the Competition, each Nominator and [Nominee] waives any right to claim ambiguity in these Terms and Conditions. A [Nominee] is not a Winner or Finalist unless and until it has fully complied with these Terms and Conditions. The Administrator reserves the right to adjust, strike, or redefine any of these Terms and Conditions at any time and for any reason, and shall give prompt notice thereof to all Nominators, and Nominators will have five (5) business days from the date of such notice to withdraw from the competition. In the event of such withdrawal, Nominators will not be entitled to the refund or payment of any costs incurred or any other expense and shall not be entitled to receive back any samples of Products submitted for consideration. The Administrator reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, extend, or suspend the Global LEAP Awards (in whole or in part) should non-authorized intervention, fraud, or other causes corrupt or affect the administration, security, fairness, or proper conduct of the Global LEAP Awards. In such case, the Administrator may name Winners from all eligible nominations received for the Global LEAP Awards prior to and/or after (if appropriate) the action taken by Administrator or via some other means determined by Administrator in its sole and absolute discretion to be fair, appropriate and consistent with these Terms and Conditions. Awards may not be given if in the Administrator's sole discretion, an insufficient number of nominations were received in a Category. [In its sole discretion, the Administrator may award more than one Winner in a Category. The Administrator

anticipates that all Winners will be announced in September 2022. Administrator reserves the right to disqualify any Product if it determines, in its sole and absolute discretion, that the Product's Nominator and/or [Nominee] is or is attempting or intending to: (a) tamper with any aspect of the operation of the Competition, (b) defraud the Global LEAP Awards, (c) undermine the legitimate operation of the Global LEAP Awards, its sponsors, its partners, or the Administrator by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, the Administrator, or representatives of Global LEAP, or (e) act in violation of these Terms and Conditions. In such event, the Administrator reserves the right (in addition to disqualification of such Product) to seek damages from any such [Nominee] and/or Nominator to the fullest extent permitted by law. The Administrator's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision. Any entity that enters the Global LEAP Awards through means not permitted by these Terms and Conditions is subject to disqualification. The Administrator is not required to respond to questions about the Global LEAP Awards. The preemption, cancellation, or rescheduling of the Global LEAP Awards, shall be excused to the extent that performance of the Competition is rendered impossible or commercially unreasonable by strike, fire, flood, hurricane, earthquakes, other natural disaster, governmental acts or orders or restrictions, or any other reason beyond the Administrator's reasonable control.

## **5. General Release and Waiver of Claims**

By entering the Global LEAP Awards, each [Nominee] and Nominator hereby indemnifies, defends, and holds harmless the Administrator, Global LEAP, and all of their respective parents, subsidiaries, affiliates, advertising agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the "Releasees") from any and all liability, loss, harm, damage, cost (including but not limited to reasonable counsel fees and court costs), expense, or claims, including arising from third party claims based on: (i) publicity and/or privacy rights, defamation, and intellectual property associated with the Nominator's participation in the Global LEAP Awards; (ii) any award associated with the Global LEAP Awards; (iii) the administration of the Competition; (iv) the use, collection, or release of any and all testing data, and/or use or misuse of any award in connection with the Global LEAP Awards, and (v) anything that may occur in connection with acceptance and/or use of the award or while participating in the Global LEAP Awards, even if caused or contributed to by the negligence of Releasees.

## **6. Limitations of Liability**

Neither Administrator's nor any other Releasee is responsible for lost, late, incomplete, stolen, misdirected, illegible, erroneous or incomplete Nomination Forms. Neither Administrator nor any other Releasee is responsible for any incorrect or inaccurate information, and neither Administrator nor any Releasee assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the samples, materials or Products related to the Global LEAP Awards, or for any damage to any Sample or Product. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries by such methods. No responsibility is assumed by the Administrator for publication or dissemination of any incorrect or inaccurate information, whether caused by Releasees, Nominators, website users, testing organizations, tampering, hacking, Product testing or by any of the equipment or programming associated with or utilized in the Global LEAP Awards; and none of the Releasees assume any responsibility for any error, omission, interruption, deletion, defect, delay in operation of the Global LEAP Awards. IN NO EVENT WILL THE ADMINISTRATOR OR ANY RELEASEE BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR ADMINISTRATION OF, THE GLOBAL LEAP AWARDS, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF AN AWARD. WITHOUT LIMITING THE FOREGOING, ALL AWARDS AND THE GLOBAL LEAP AWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS

OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY A [NOMINEE] OR NOMINATOR OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GLOBAL LEAP AWARDS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

## **7. Choice of Law/Interpretation/Headings**

Nominators agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Global LEAP Awards, or any award, or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Global LEAP Awards but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of [Nominee] and/or Nominator and/or Administrator in connection with the Global LEAP Awards, shall be governed by, and construed solely and exclusively in accordance with, the laws of the District of Columbia, United States of America, without regard to its conflicts of law doctrine, and all proceedings shall exclusively take place in the United States District Court for the District of Columbia. [Nominee] agrees to the exclusive jurisdiction of such court and waives any right to change of venue or any like right.

The section headings used in this document are for convenience and reference only and are not intended to define, limit, expand, or describe the scope or intent of any provision of this Terms and Conditions. Should any provision of this document require interpretation or construction, you agree that the entity interpreting or construing the Terms and Conditions shall not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

## **8. Severability**

If any term or provision of the Terms and Conditions is held to be illegal, invalid, ineffective, or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid, ineffective, or unenforceable under present or future laws, then and in such event, it is the express intention of the parties that the remainder of the Agreement, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid, or unenforceable, shall not be affected thereby, and each term, clause, or provision of the Agreement, and the application thereof, shall be legal, valid, and enforceable to the fullest extent permitted by law.

## **9. Copy of Winner's List**

For a list of Winners visit the website of the Administrator located at [globalLEAPawards.org](http://globalLEAPawards.org).

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<sup>i</sup> The panel of Expert Judges will include technical, development, and off-grid industry and market experts, and may include representatives from the donor agencies supporting the Competition (i.e UK Aid, MECS). Expert Judges will not have personal or financial interests in, or be an employee, officer, director, or agent of any entity that is participating in the competition