Background

The Global Lighting and Energy Access Partnership (“Global LEAP”) Awards (“Global LEAP Awards” or “Competition”) seek to transform the global market for off-grid energy products by recognizing and rewarding the most energy-efficient, highest quality off-grid appliances. As an initiative of the Efficiency for Access Coalition, Global LEAP seeks to advance global clean energy access goals by harnessing the power of marketplace competition to drive technical and market innovations in the off-grid appliance sector.

Access to modern irrigation technologies has the potential to improve lives and livelihoods for nearly 500 million smallholder farmers worldwide who lack energy access. The use of SWPs on small scale farms has been shown to reduce labor burden and boost productivity, crop yields, and incomes of smallholder farmers. However, the market for solar water pumps in the developing world today remains nascent and fragmented. Scaling the commercial market for appropriately-designed, energy-efficient, cost effective solar water pumps is essential to advancing and unlocking life-changing modern irrigation services for underserved communities.

The 2019 Global LEAP Awards Solar Water Pump Competition is implemented through the Efficiency for Access Coalition with support from the U.K. Department for International Development (UK Aid)’s Low Energy Inclusive Appliances programme (LEIA) and Power Africa.

Companies that participate in the Global LEAP Awards are subject to these Terms and Conditions (“Terms and Conditions”). Violations of these Terms and Conditions may disqualify a participant from the Competition at the sole discretion of the Administrator (as defined below).

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.

<table>
<thead>
<tr>
<th>Question</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who is eligible to participate in the 2019 Global LEAP Off-Grid Solar Water Pump Competition?</td>
<td>All manufacturers, suppliers, product designers, or distributors of commercially available solar water pumps are eligible to participate.</td>
</tr>
<tr>
<td>Do you only accept DC products?</td>
<td>All Global LEAP Awards competitions accept both AC and DC products.</td>
</tr>
<tr>
<td><strong>What are the benefits of participating?</strong></td>
<td>Winners and Finalists in the Competition will be featured in the 2019 Global LEAP Solar Water Pump Buyer’s Guide – the only third-party source of market intelligence about off-grid appliance quality and energy efficiency. Winners and Finalists will also be considered for investment by the Efficiency for Access Coalition Investor Network, which includes the most important impact investors in the energy access sector.</td>
</tr>
<tr>
<td><strong>Previous rounds of the Global LEAP Awards provided other financial incentives, like innovation cash prizes and results-based financing (RBF) for procurement. Is that available for this round?</strong></td>
<td>As of the date that this document was published, no financial incentives are available for this round. However, CLASP is seeking partners to provide these types of incentives for 2019 Global LEAP Awards Winners and Finalists. Participation in the 2019 Global LEAP Awards may therefore result in your company or product being eligible for various financial incentives announced at a later date.</td>
</tr>
<tr>
<td><strong>When do nominations open?</strong></td>
<td>8 November 2018</td>
</tr>
<tr>
<td><strong>When do nominations close?</strong></td>
<td>18 January 2019</td>
</tr>
<tr>
<td><strong>How will products be tested?</strong></td>
<td>Testing will take place in a third-party laboratory and will be conducted according to the Global LEAP Solar Water Pump Test Method.</td>
</tr>
<tr>
<td><strong>Is there a fee to participate?</strong></td>
<td>Nominations are free and can be submitted online easily. The Efficiency for Access Coalition expects to be able to provide support for costs associated with product shipment and laboratory testing. Further information about this support will be provided as it becomes available.</td>
</tr>
<tr>
<td><strong>Who should I contact with additional questions?</strong></td>
<td><a href="mailto:info@GlobalLEAPawards.org">info@GlobalLEAPawards.org</a></td>
</tr>
</tbody>
</table>

### About the 2019 Global LEAP Awards Solar Water Pump Competition

The inaugural Global LEAP Awards Solar Water Pumps Competition will recognize high-quality, energy-efficient, and affordable SWPs that are appropriate for use with off-grid energy systems such as standalone DC solar home systems and renewable mini- or micro-grids [AC or DC].

Further details about eligibility requirements, nomination procedures, the evaluation process, and benefits to participants are provided in these Terms and Conditions.
Nomination is free. The Efficiency for Access Coalition expects to be able to provide whole or partial support for product shipment and laboratory testing costs associated with the evaluation of nominated products for all participants.

CLASP serves as the Operating Agent and Administrator (“Administrator”) of the Global LEAP Awards.

**Eligibility Requirements**

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

1. Intended for smallhold farmer or individual household use;
2. Designed to operate at a depth anywhere from 0 meters (i.e. surface water) up to 150 meters (i.e. borehole);
3. Designed to either 1) irrigate up to 5 acres, or 2) move up to 60m$^3$ per day;
4. Sold as a system that consists of a PV pump aggregate (pump, motor, and controller) at a minimum. Products that are sold with other system components (e.g., PV generator, cabling, hydraulic piping) are eligible, but the pump, motor, and controller will be the primary components evaluated as part of this Competition;
5. Be either:
   a. intended for use on, and/or compatible with, off-grid energy systems (e.g., low-voltage DC systems, AC or DC mini- or micro-grids); or
   b. designed to connect to a PV generator directly or via a DC-DC or DC-AC converter;
6. Designed with no more than 500 Wh of electrical energy storage capacity;
7. Include a manufacturer warranty, serviceable in Sub-Saharan Africa (e.g. Kenya, Tanzania) and/or South Asia (e.g. Bangladesh, India), to cover parts and workmanship defects;
8. Be available for warehouse sampling by 25 February 2019;
9. Pass all safety, workmanship, durability, and environmental test protocols in accordance with the Global LEAP Solar Water Pump Test Method;
10. Designed with specifications to operate efficiently in at least one of the following categories:

<table>
<thead>
<tr>
<th>Static Head</th>
<th>Low Volume per Day, Sunny Condition</th>
<th>Medium Volume per Day, Sunny Condition</th>
<th>High Volume per Day, Sunny Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>meters</td>
<td>0-10m$^3$/d</td>
<td>10-30m$^3$/d</td>
<td>30-60m$^3$/d</td>
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<tr>
<td>0-20</td>
<td>Category #1</td>
<td>Category #2</td>
<td>Category #3</td>
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<tr>
<td>20-40</td>
<td>Category #4</td>
<td>Category #5</td>
<td>-</td>
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<tr>
<td>40-80</td>
<td>Category #6</td>
<td>Category #7</td>
<td>-</td>
</tr>
<tr>
<td>80+</td>
<td>Category #8</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

11. Be packaged and sold with safe operating instructions; and
12. Not knowingly be in violation of another manufacturer’s intellectual property.

Any company with a product that does not fit these criteria but is interested in participating should inquire with the Administrator.
For purposes of the Global LEAP Awards, “commercially-available” means that Nominators must be able to fulfill an order of no less than 100 units by 31 July 2019.

**Procedures**

1. **Nomination**

Organizations that wish to nominate eligible solar water pumps (“Products”) for the Competition 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 Administrator can be contacted via email at info@globalleapawards.org, via fax at +1 (202) 750-5601, via phone at +1 (202) 750-5117, or via post at:

   Global LEAP Awards  
   c/o CLASP  
   1401 K Street, NW, Suite 1100  
   Washington, DC 20005  
   United States of America

The nomination process for the Global LEAP Awards begins at 00:00:01 US EST on 08 November 2018. The deadline for receipt of all nominations is 23:59:59 US EST on 18 January 2019 (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 requested by Administrator or the nomination will be deemed void. The Administrator shall have the right to place a nomination in another Category 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 Official Rules 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 Awards. Early submissions are strongly encouraged.
2. **Conditions of Entry**

By submitting a nomination, all Nominators and Nominees agree to be bound by these Terms and Conditions. Participation in the Competition 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. Nominators agree and acknowledge that the information submitted in or with Nomination Forms do not contain any confidential or trade secret information. Specific test results will be delivered to Nominee.

Participants in the Global LEAP Awards may be added to Global LEAP, Efficiency for Access Coalition, UK Aid, and Power Africa mailing lists and contact databases, and may receive information on relevant activities. By submitting a nomination, all Nominators and Nominees agree to receive such information.

Global LEAP, the Efficiency for Access Coalition, UK Aid, Power Africa, 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 and Nominees consent to such use.

Global LEAP, Efficiency for Access, UK Aid, Power Africa, and the Administrator may make public any Product specifications declared in the nomination form (e.g., energy consumption, capacity) and data gathered through the Competition laboratory testing. By submitting a nomination, all Nominators and Nominees consent to such publication.

3. **Pre-Screening & Notification**

The Administrator will pre-screen nominations and select “Preliminary Finalists” for each Category. This review will be based upon Product data as provided in the Nomination Form. All Products that meet the eligibility criteria listed above based on the information provided in the Nomination Form will be deemed Preliminary Finalists.

The Administrator will notify Nominators of pre-screening decisions by email on or before 11 February 2019. Products that pass the pre-screening process will be deemed Preliminary Finalists.

4. **Product Sampling**

Upon notification, Nominators of Preliminary Finalist Products must make a minimum of twenty (20) nominated Products available for random warehouse sampling. The Administrator’s designated sampling agent will randomly select two (2) nominated Products for testing. The samples will be packaged by the Administrator’s sampling agent. Nominators are responsible for shipping these samples to the Administrator’s designated laboratory for laboratory testing.

In the event that the foregoing sample acquisition process is not feasible, a Preliminary Finalist shall submit an alternative proposal to the Administrator for obtaining Product samples, which the Administrator may accept or reject in its sole discretion.

All sampling must be completed and samples must be received by the Administrator’s designated test laboratory facility no later than **5 April 2019**, without exception.
5. Fees

The Administrator will provide further information about laboratory testing costs as it becomes available. The Efficiency for Access Coalition expects to be able to provide full or partial support to Nominators for such costs. Provision of support will be based on a case-by-case needs assessment. The Administrator will notify Nominators of the outcomes of the assessment on a rolling basis.

6. Laboratory Testing

Preliminary Finalist Products will be evaluated based on a combination of quantitative and qualitative factors, including:

- **Quantitative Factors**
  - Average pump efficiency per typical solar days (%)
  - Useful operating TDH range per typical solar day (m-m)
  - Truth in advertising
  - Cost of PV pump aggregate (pump, motor, controller)

- **Qualitative Factors**
  - Durability, quality, and safety – including:
    - Dry run protection (if applicable)
    - Laboratory staff observations on general quality and workmanship
    - General pump, motor, and controller design standards
    - Warning labels
  - Warranty, maintenance, after-sales service, operational and installation instruction, and inclusion of spare parts
  - Innovation for target market

7. Winner Selection

The Competition’s Preliminary Finalists will be awarded up to 105 points based on the following:

A. **Laboratory Testing: Up to 70 points** will be awarded based on an assessment of technical performance metrics, truth in advertising, and product price. Testing of Products’ efficiency and operating range will be conducted according to the Solar Water Pump Test Method, a method developed referencing internationally-accepted test standards.

B. **Expert Assessment: Up to 30 points** will be awarded based on an assessment by a panel of Expert Judges of Products’ durability, quality, safety, and service. The Expert Assessment is based on data provided in the nominations and gathered through Laboratory Testing. A Preliminary Finalist may also earn up to five (5) points of “extra credit” based length of warranty and design factors as assessed by Expert Judges.

The Product in each Category that earns the most points will be declared the “Winner” of its Category. In the event of a tie, each of the Products that earned the most points will be declared a Winner. All other Preliminary Finalists that get invited for testing post-nomination, after the initial Expert Assessment and pass through testing and final expert evaluation successfully 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 Laboratory Testing and/or Expert Assessment.
All decisions rendered by the Global LEAP Awards Expert Judges or Administrator are final.

Should no nominated Product in a given Category satisfy the stated requirements, the Administrator reserves the right to not name a Winner or Winners in that Category.

Should the Administrator discover that reliable comparisons of products across the Competition’s Categories is not possible, the Administrator reserves the right to strike or redefine those Categories, or create new Categories.

Product test results will be delivered to the Nominator. Test results may be used by Global LEAP for market intelligence reporting. With the exception of (1) declared performance data submitted with a Product’s nomination and (2) test results, all intellectual property related to the Product, its technology, and/or its design will remain with the Nominator and/or Nominee, as applicable.

8. Benefits to Global LEAP Awards Winners and Finalists

The manufacturers 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.

All Global LEAP Winners and Finalists will be eligible for the following:

1. A Global LEAP-sponsored communications campaign will be launched in conjunction with the awards to publicize the Winners and Finalists in the Competition and raise consumer awareness about high-quality and energy-efficient off-grid solar-powered irrigation. Among other efforts, Global LEAP will distribute information about Winners and Finalists to off-grid industry leaders and procurement officials.
2. Consideration for investment by the Efficiency for Access Coalition Investor Network, a group of leading energy access impact investors.

9. Timeline

<table>
<thead>
<tr>
<th>Stage</th>
<th>Item</th>
<th>Due Date and/or Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominations</td>
<td>Nominations Open</td>
<td>8 November 2018</td>
</tr>
<tr>
<td></td>
<td>Nominations Due</td>
<td>18 January 2019</td>
</tr>
<tr>
<td>Pre-Screening</td>
<td>Preliminary Finalists Selected by Expert Panel</td>
<td>8 February 2019</td>
</tr>
<tr>
<td></td>
<td>Nominators Notified of Preliminary Finalist Status</td>
<td>11 February 2019</td>
</tr>
<tr>
<td>Testing &amp; Verification of Awards Finalists</td>
<td>Date By Which Products Must be Available for Random Warehouse Sampling</td>
<td>25 February 2019</td>
</tr>
<tr>
<td></td>
<td>Date By Which Random Warehouse Sampling Must Be Completed</td>
<td>15 March 2019</td>
</tr>
</tbody>
</table>
Please note that the timeline above is subject to change due to constraints in shipping products to laboratory. All preliminary finalists will be notified of changes, if necessary.

10. Competition Contact Information

For both general and specific inquiries about the Global LEAP Awards contact the Administrator: info@GlobalLEAPawards.org.

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 Nominees 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 award. 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, Nominees, 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, and may not state or imply that the award applies to other product models of a Winner or Finalist. 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

<table>
<thead>
<tr>
<th>All Samples Received by Test Laboratory</th>
<th>5 April 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laboratory Testing Begins</td>
<td>15 April 2019</td>
</tr>
<tr>
<td>Laboratory Testing Ends &amp; Winners Identified</td>
<td>June 2019</td>
</tr>
<tr>
<td>Awards Announcement and Promotions</td>
<td>Competition Winners &amp; Finalists Named</td>
</tr>
</tbody>
</table>
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, Nominees 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. 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 July 2019. 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 Official Rules is subject to disqualification. The Administrator is not required to respond to questions about the Global LEAP Awards.

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: (i) any and all liability, loss, harm, damage, cost, expense, or claims, including third party claims based on publicity and/or privacy rights, defamation, and intellectual property associated with the Nominee’s or Winner’s participation in the Global LEAP Awards,
any award associated with the Global LEAP Awards, the use, collection, or release of any and all testing data permitted hereunder, and/or use or misuse of any award in connection with the Global LEAP Awards, including, but not limited to, all reasonable counsel fees and court costs incurred and (ii) anything that may occur in connection with acceptance and/or use of the award while participating in the Global LEAP Awards, even if caused or contributed to by the negligence of Releasees. Nonperformance of the Releasees, including preemption, cancellation, or rescheduling of the Global LEAP Awards, shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disaster, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond their reasonable control.

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, whether caused by Nominee and/or Nominator or tampering, and neither Administrator nor any Releasee assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Global LEAP Awards, or for any damage to any computer related to or resulting from participating in the Global LEAP Awards. 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 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 IS 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

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.

8. Copy of Winner’s List

For a list of Winners visit the website of the Administrator located at GlobalLEAP.org.

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i Eligible Products intended for the solar home system market should be designed to function safely and effectively within the voltage swings that are common in solar-charged, battery-based distributed energy systems. The Administrator anticipates that most Products will be designed for either a nominal 12V DC application (for solar home systems) or a nominal 110-220 Vac (for mini- and micro-grids), but other voltages are eligible.

ii “Truth in advertising” refers to a product’s tested performance versus specified or claimed performance on key performance metrics (e.g., power consumption). Commercially-available products that badly violate “truth in advertising” norms (e.g. specified or claimed performance significantly overstates actual performance) may be excluded from the program.

iii Referenced test methods include IEC 62253 (Photovoltaic pumping systems – Design qualification and performance measurements) and MED 20 11177 (WC Draft Indian Standard on Solar Powered Pumpset – Specification).

iv 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. 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.