



**GLOBAL LEAP AWARDS  
2019 OFF-GRID REFRIGERATOR COMPETITION  
TERMS AND CONDITIONS**

## **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](#), the Global LEAP Awards 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.

Refrigeration holds unique potential to unlock economic and social progress for the billions of un- and under-electrified people globally. For example, refrigeration can facilitate the development of income-generating micro-enterprises, prolong the shelf life of fresh foods, reduce spoilage and waste, diversify and enhance the nutritional value of diets, and reduce the time that households spend shopping or gathering food. However, the market for off-grid refrigerators remains nascent. Highly energy-efficient, appropriately designed and priced refrigerators are essential to this market’s development and to its subsequent positive development impacts.

The 2019 Global LEAP Awards Off-Grid Refrigerator Competition is implemented through the international [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.

<b><i>Who is eligible to participate in the 2019 Global LEAP Off-Grid Refrigerator Competition?</i></b>	All manufacturers, suppliers, product designers, or distributors of commercially available off-grid refrigerators are eligible to participate in the 2019 Global LEAP Awards Off-Grid Refrigerator Competition.
<b><i>Do you only accept DC products?</i></b>	All Global LEAP Awards competitions accept both AC and DC products.

<b><i>What are the benefits of participating?</i></b>	<p>Winners and Finalists in the Competition will be featured in the <b>2019 Global LEAP Off-Grid Refrigerator Buyer's Guide</b> – the <i>only</i> third-party source of market intelligence about off-grid appliance quality and energy efficiency.</p> <p>Winners and Finalists will also be considered for investment by the <b>Efficiency for Access Coalition Investor Network</b>, which includes the most important impact investors in the energy access sector.</p>
<b><i>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?</i></b>	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.
<b><i>When do nominations open?</i></b>	8 November 2018
<b><i>When do nominations close?</i></b>	18 January 2019
<b><i>How will products be tested?</i></b>	Testing will take place in a third-party laboratory and will be conducted according to the Global LEAP Off-Grid Refrigerator Test Method.
<b><i>Is there a fee to participate?</i></b>	<p>Nominations are free and can be submitted online easily.</p> <p>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.</p>
<b><i>Who should I contact with additional questions?</i></b>	<a href="mailto:info@GlobalLEAPawards.org">info@GlobalLEAPawards.org</a>

## About the 2019 Global LEAP Awards Off-Grid Refrigerator Competition

The second Global LEAP Awards Off-Grid Refrigerator Competition will recognize high-quality, energy-efficient, and affordable refrigerators 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) Be a commercially-available refrigerator<sup>i</sup> OR refrigerator/freezer combination unit<sup>ii</sup> (collectively “refrigerators”);
- (2) 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)<sup>iii</sup>; or
  - b. a solar direct drive<sup>iv</sup> refrigerator;
- (3) Be intended for small retail and/or household application<sup>v</sup>;
- (4) Fall into one of the following fourteen (14) categories (individually a “Category,” collectively, the “Categories”):

		Small	Medium	Large	Extra Large
<b>Refrigerators</b>	Battery Powered	5L–50L	51L-100L	101L+	-
	Solar Direct Drive	5L–50L	51L-100L	101L+	-
<b>Refrigerator/Freezer Combination Units</b>	Battery Powered	5L-100L	101L-150L	151L-200L	201L+
	Solar Direct Drive	5L-100L	101L-150L	151L-200L	201L+

- (5) Be able to store at least ten (10) commonly-available commercial personal beverage containers (e.g. 500ml);
- (6) Include a minimum two (2) year manufacturer warranty and OR other after sale support services, to cover parts and workmanship defects;
- (7) Be available for warehouse sampling by 25 February 2019;
- (8) Pass all safety, workmanship, durability, and environmental test protocols in accordance with the Global LEAP Off-Grid Refrigerator Test Method;
- (9) Not exceed RoHS specifications for the following six (6) toxic substances: Lead (Pb); Mercury (Hg); Cadmium (Cd); Hexavalent Chromium (Cr VI); Polybrominated Biphenyls (PBB); Polybrominated Diphenyl Ethers (PBDE);
- (10) Use no Montreal-Protocol-regulated Class I ozone-depleting substances (ODS) as refrigerants;
- (11) 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;<sup>vi</sup>
- (12) Be packaged and sold with safe operating instructions; and
- (13) Not knowingly be in violation of another manufacturer’s intellectual property.

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 refrigerators (“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](mailto: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 the Global LEAP Off-Grid Refrigerator Test Method using a combination of quantitative and qualitative factors, including:

- Quantitative Factors
  - *Daily energy consumption at 16, 32, and 43 Celsius ambient temperature*
  - *Pull down time*
  - *Autonomy*
  - *Freezing capacity for R-F combo units*
  - *Load processing efficiency*
- Qualitative Factors
  - *Design, Durability and Usability*
  - *Innovative Features/Functions*
  - *Warranty*
  - *Truth in Advertising<sup>vii</sup>*

Should other performance or qualitative factors be determined to be significant to the evaluation of products, the Administrator may adjust this list at its sole discretion.

Product test results will be delivered to the Nominator.

## 7. Winner Selection

The Competition's Preliminary Finalists will be awarded up to 110 points based on the following:

- Laboratory Testing: Testing of Products' power consumption and cooling performance, and certain design and quality factors, will be conducted according to the Global LEAP Off-Grid Refrigerator Test Method, a method developed referencing internationally-accepted test standards.<sup>viii</sup>
- Expert Assessment: A panel of Expert Judges<sup>x</sup> will evaluate quality, design and usability factors (e.g. options and functionality, look and feel of Product, packaging and instructions), based on data provided in the nominations and gathered through Laboratory Testing. 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.

Winners will be determined in the following way:

- **Up to 60 points** will be awarded based on a formulaic assessment of “total cost of ownership” (which is based on Laboratory Testing results of power consumption and standardized Global LEAP Awards assumptions about retail price, \$/kWh, Product lifetime, and usage) and performance (which is based upon the products’ (i) time to cool a standardized load to a steady state and (ii) time holding a band of acceptable temperature once power has been disconnected).
- **Up to 40 points** will be awarded based on the assessment of the Expert Judges.  
A Preliminary Finalist may earn two (2) points of “extra credit” for each year of its warranty beyond the required two years (see eligibility requirements), up to eight (8) total points. Nominators must provide a copy of the warranty in English. Finalists using exclusively natural refrigerants will receive two (2) points of “extra credit”.

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 refrigeration. 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

Stage	Item	Due Date and/or Timeline
Nominations	Nominations Open	8 November 2018
	Nominations Due	18 January 2019
Pre-Screening	Preliminary Finalists Selected by Expert Panel	8 February 2019
	Nominators Notified of Preliminary Finalist Status	11 February 2019
Testing & Verification of Awards Finalists	Date By Which Products Must be Available for Random Warehouse Sampling	25 February 2019
	Date By Which Random Warehouse Sampling Must Be Completed	15 March 2019
	All Samples Received by Test Laboratory	5 April 2019
	Laboratory Testing Begins	15 April 2019
	Laboratory Testing Ends & Winners Identified	June 2019
Awards Announcement and Promotions	Competition Winners & Finalists Named	July 2019

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](mailto: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**

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 or 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](http://GlobalLEAP.org).

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<sup>i</sup> A refrigerating appliance with an insulated cabinet with one or more compartments that are controlled at specific temperatures and are of suitable size and equipped for household use, cooled by natural convection or a forced convection system whereby the cooling is obtained by one or more energy-consuming means (Source: IEC)

<sup>ii</sup> A refrigerating appliance having at least one fresh food compartment and at least one freezer compartment (Source: IEC).

<sup>iii</sup> 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.

<sup>iv</sup> A refrigerator powered by a solar electric system with no battery (Source: WHO).

<sup>v</sup> The energy systems referenced in (iii) provide limited amounts of power. The most commonly available low-voltage DC systems designed for use by a single household have an upper range of 200 Wp. The amount of power supplied by micro- and mini-grid systems varies by technology and project developer. Large-scale refrigerators designed

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primarily for agricultural or industrial application (e.g., dairy farm, warehouse cold storage) are outside the scope of the Competition, as are refrigerators explicitly and solely intended for clinical (e.g., vaccine storage) uses.

<sup>vi</sup> ODS refers to all Class I (e.g., CFCs) and Class II (e.g., HCFCs) substances as defined in the Montreal Protocol on Ozone-Depleting Substances.

<sup>vii</sup> “Truth in advertising” refers to a product’s tested performance versus specified or claimed performance on key performance metrics (e.g., power consumption). Products that badly violate “truth in advertising” norms (e.g. specified or claimed performance significantly overstates actual performance) may be excluded from the program.

<sup>viii</sup> Referenced test methods include IEC 62552 (*Household refrigerating appliances – Characteristics and test methods*) and WHO/PQS/E003/RF05-VP.4 (*Refrigerator or combined refrigerator and water-pack freezer: Solar direct drive without battery storage*).

<sup>ix</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, Power Africa). 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.