

Terms & Conditions

Relating to WILDLABS Tech4Conservation Awards 2024

The following terms and conditions (the "**Terms & Conditions**") shall apply to the 2024 WILDLABS AWARDS (the "**Awards**") being awarded by the WILDLABS collaboration ("**WILDLABS**") acting through its host Fauna & Flora International ("**Fauna & Flora**") and Arm ("**Arm**"). Fauna & Flora/WILDLABS and Arm may be collectively referred to as the "**Sponsor**." By submitting an application for consideration, the submitting individual or entity (hereinafter referred to as "**you**" or "the **Applicant**") hereby agrees to the following Terms & Conditions.

Article 1 - General Terms

This process is a request for proposals by the Sponsor for conservation technology projects.

Article 2 - Eligibility for Participation

1. Sponsor encourages broad participation in the Awards.

To be eligible for participation, however, you must meet the following requirements:

a. Individuals must be at least eighteen (18) years of age and the age of majority in their jurisdiction of primary residence at the time of submission. Proof of residency and age may be required.

b. Applicant must not be involved in the reviewing process. Either in the short-listing stage or final selection. Applicants may include employees of Sponsor, but must not include any individual involved in any stage of the reviewing or selection process.

Please note that it is the obligation of any individual or entity participating in the Awards to comply with all laws, rules and regulations of the jurisdiction of which such individual or entity is a legal resident/national or otherwise organised.

2. Sponsor has the right to disqualify or reject any Applicant from participation in the event it determines, in its sole discretion that participation by such Applicant is inappropriate, contradicts these Terms & Conditions, or otherwise could negatively affect Sponsor or other involved parties.

Article 3 - Awards

1. Background information

- A. Each submission shall contain a proposed conservation technological project (the "**Project**").
- B. Detailed description of the Awards topics are presented at the WILDLABS website.
- C. Up to fourteen Projects will be selected.
- 2. Format and Specifications:

All applications shall be in English, and in the format described on the dedicated <u>2024 WILDLABS</u> <u>AWARDS page</u>. Only those applications that comply with the format requirements and provide all

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information as requested on the application form will be considered for the Awards, and applications submitted in any other format may be disqualified.

3. Judging Criteria:

Projects will be assessed based on how well they meet the following criteria:

- Team Capacity:
 - The Applicant or team members demonstrates previous experience in either the tech or the conservation sector with a commitment conservation technology.
 - The Applicant or team members demonstrates a support from local communities, local or national institutions, such as NGOs or academic institutions, and relevant governmental organisations.
- Contribution to the Conservation Technology Sector:
 - The proposed project for the Awards year addresses one or more specific conservation challenges identified by the Applicant.
 - The proposed project for the Awards year develops or uses one or more specific conservation technology identified by the Applicant.
 - The proposed project will deliver appropriate outputs.
- Project Feasibility:
 - The proposed project seems realistic with a good probability of success.
 - If applicable, the proposed project is scalable and its future has been presented.
 - The proposed project is sustainable.
 - The budget of the proposed project has been judiciously evaluated.
- WILDLABS Integration:
 - The Applicant or team members are part of underrepresented groups.
 - The Applicant or team members participate in the WILDLABS community activity.
 - The proposed project promotes collaboration.
 - The proposed project delivers accessible (free or open source) outputs.

The selection team will also consider how applicants could benefit from the support of these Awards in terms of accessibility for underrepresented groups, women, and others to bring muchneeded diversity and unique perspective to conservation technology.

4. Compliance with Law:

Any application submitted by the Applicant must comply with all applicable law. The Applicant is responsible for obtaining all required approvals, consents and authorisations, if any, that may be required to participate in this application process and the awards.

5. Timeline:

All applications must be submitted with the dedicated <u>application form</u> before 14 January 2024 (at 11:55 pm GMT), after which the application process will be closed and no additional Projects will be considered. Sponsor has the right to extend this deadline.

6. Selection of winning Projects:

a. After closure of the process, the Projects will be assessed by a technical committee and a judging panel.

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b. Prior to the awardees selection, the Applicant may be called upon to provide further details regarding their submissions, either in the format of a video call or otherwise as determined by Sponsor.

c. On or around 01 March 2024, up to fourteen winning applicants will be announced by WILDLABS and Arm.

Sponsor reserves the right to change the timeline indicated above if necessary. Sponsor will endeavour to publicise any material changes to the timeline, for example via social media or on the wildlabs.net website.

Article 4 - Intellectual Property Rights

1. All rights, title and interest in and to the intellectual property and/or proprietary rights in or related to an application shall belong to and remain exclusively with the Applicant.

2. As a condition of participation, each winning Applicant grants Fauna & Flora, WILDLABS and Arm a royalty-free, non-exclusive, non-sublicensable, non-transferable license to use, publish, disclose and publicly display information relating to the Project in order to help publicise the Awards, Arm, Fauna & Flora, WILDLABS, and the Project and to help pursue the Project's further development in close cooperation with the Applicant.

3. In any event, each winning Applicant indemnifies the Sponsors from all claims of third parties resulting from and/or relating to the applications and Projects submitted for an award, including, without limitation, any claims pertaining to the intellectual property rights of others.

4. The Applicant is not permitted to use the trademarks of Fauna & Flora, WILDLABS or Arm unless Fauna & Flora, WILDLABS or Arm, as appropriate, have granted its prior written consent thereto.

5. Further provision regarding intellectual property, including as to pictures and other media relating to the Project, will be included in the award letter entered into with winning Applicants.

Article 5 – Awards

1. The Award Programme will support 14 conservation technology projects with funding distributed across three brackets aligned with the projects' scope and capacity: 1) \$60,000, 2) \$30,000 and 3) \$10,000. Receipt of the funds will be contingent on your execution of an award letter with Fauna & Flora ("Award Letter") specifying the funds to be provided and requiring, but not limited, the following:

- A. The development of the proposed Project.
- B. Development of a project and communications plan for further upscaling of the Project
- C. Creation of a video showcasing the Project's progress after the 12-month period.
- D. The award will include any possible other costs such as VAT, man-hours, etc. These costs should be clearly articulated in the proposed budget.
- E. Specifics on the dates of payment, the corresponding activities and deliverables, reporting requirements and terms relating to intellectual property rights.

The Award Letter will also require that each awardee provides:

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- A. Quarterly updates on the progress of the supported Project, either through blogging, video updates, papers, livestreams, or other media. These updates will be shared through Arm's and **WILD**LABS' various communication channels.
- B. Two interviews with the WILDLABS team at the start and end of the Project.
- C. At least one appearance at a WILDLABS virtual event to highlight your Project.
- D. A concluding case study at the end of the Awards year, summarising the Project's development, successes, next steps, etc.
- E. Ongoing yearly updates on Project's continuation (if applicable).

The period of the Award Letter and Project duration will not exceed one year.

2. Nothing in these Terms and Conditions shall be construed as requiring Sponsor to market or otherwise support the winning Projects beyond the requirements of the aforementioned Award Letter.

Article 6 – Privacy

1. Sponsor will comply with all applicable privacy laws in conducting and administering the Awards.

2. By applying for the Awards, the Applicant consents to Fauna & Flora/WILDLABS sharing personal data (in case this is provided in the proposal) with third parties insofar as this is required for the proper execution of the Awards.

Article 7 – Sponsor Representations; No liability

To the fullest extent permitted by applicable law, Sponsor and all other parties working with Sponsor to administer this challenge make no representations or warranties whatsoever, express or implied, with respect to the Awards, including without limitation any: warranty of merchantability; warranty of fitness for a particular purpose; or warranty against infringement of intellectual property rights of a third party, whether express or implied by law. In no event shall Sponsor and/or any or all of their respective directors, officers, employees, agents, representatives, successors and assigns be liable to Applicant or to any third party for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Article 8 – Release; Indemnification

By participating in the Awards, the Applicant agrees:

1. To release and hold harmless Sponsor and their respective affiliates (including, without limitation, all members of the WILDLABS partnership), contractors, subcontractors, partners and any other organisations involved in the administration of the Awards, and all of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from and against any and all liability, losses, damages, costs, expenses, and claims of any kind (including attorneys' fees) ("**Losses**") arising out of or relating to Applicant's application for or participation in the Awards, including, without limitation, the acceptance or rejection of an application, the creation or submission of a Project or the copying, displaying, performance, use or exploitation of a Project by the Released Parties; and

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2. To indemnify, defend, and hold harmless the Released Parties from and against any and all third party claims, actions or proceedings of any kind and from any and all Losses arising out of or relating to (i) any breach or alleged breach by the Applicant of any of the warranties, representations or other provisions herein or (ii) the Applicant's participation in the Awards, submission of a Project, or acceptance, use, or misuse of granted funds.

Article 9 – Applicant Representations and Warranties

By participating in the Awards, the Applicant represents and warrants to Sponsor as follows:

1. Applicant has all rights, title and interest in the Project;

2. The Project is the Applicant's or Applicant team's own original work and was created solely by the Applicant (or members of the Applicant team);

3. As of the date of submission, the Project is not the subject of any actual or threatened litigation or claim;

4. Submission of an application and use of the Project by the Applicant and/or Sponsor does not, and will not, violate any contract or third party rights, including any patent, copyright, trade secret, trademark, privacy, publicity, or other personal or proprietary rights of any individual or entity;

5. The Project as submitted and implemented does not and will not violate any applicable laws; and

6. The information submitted by the Applicant in connection with the Project is accurate and complete.

Article 10 – Miscellaneous

1. Questions, comments and complaints about the Awards or the Terms & Conditions can be sent to awards@wildlabs.net

2. Conflicts will be solved in an amicable manner as much as possible. Any legal conflicts arising out of or in relation to the Awards will be governed by laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute.

3. Sponsor reserves the right to cancel, suspend, or modify the Awards, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Awards, as determined by Sponsor in its sole discretion. Sponsor's failure to enforce any provision of these terms shall not constitute a waiver of that provision. If, for any reason, any application or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Applicant's sole remedy is the opportunity to submit another application.

4. Sponsor has the right not to award an Award to any applicant, or to end, interrupt, or change the Awards without prior notifications and to amend the Terms & Conditions and awards at any time. Such actions by Sponsor shall not entitle applicants to any financial compensation. Sponsor encourages applicants to consult the latest version of the Terms & Conditions on a regular basis.

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5. These Terms and Conditions, together with the terms set forth on the WILDLABS webpage, the Terms of Use, the Privacy Policy, Accessibility, and the other agreements incorporated by reference herein, contain the entire agreement between the parties here to relating to the WILDLABS Awards 2024.

Contact details:

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Cambridge, UK, 1 November 2023

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