
Circular Construction Challenge - Rethink Waste

Terms and Conditions

Bird & Bird Advokatpartnerselskab

1. INTRODUCTION

- 1.1 This document contains the terms and condition (the "Terms") for submission by an applicant ("You") of an application for and participating in The Circular Construction Challenge - Rethink Waste (the "Challenge") organised by Realdania, Jarmers Plads 2, 1551 Copenhagen V., DENMARK (the "Organiser") in collaboration with Danish Design Centre, Lendager Group, Building Green, BLOXHUB and the Danish Business Authority (collectively "Collaborators").
- 1.2 By submitting Your application to participate in the Challenge at the website www.challenges.dk/circularconstructionchallenge ("Challenges.dk") You confirm to have read and that You accept the Terms, including the Exhibits mentioned below, as governing your participation in the Challenge.
- 1.3 The Terms include as an integrated part the Terms and Conditions for use of the Challenges.dk service found at <https://challenges.dk/en/about/termsandconditions> (Exhibit 1), the information and communication posted by the Organiser at the website Circularconstructionchallenge.org, including the Circular Construction Challenge - Rethink Waste Description (Exhibit 2). The wording and meaning of the Terms itself shall prevail over the Exhibits.
- 1.4 The Challenge is divided into 4 phases (Phase 1 – Challenge call & response, Phase 2 - Selection & Match, Phase 3 - Innovation & Co-creation and Phase 4 - Dissemination & Global scale) as these are defined in Exhibit 2. The Terms govern Your participation in all 4 phases.

2. APPLICATIONS

- 2.1 Applications for participation in the Challenge with an innovative idea or solution (the "Project") must be submitted at Challenges.dk and must include all information requested for submission and within the deadline set by the Organiser. Applications that are not conforming with or complying with the procedure at Challenges.dk will not be accepted and not be considered.
- 2.2 To participate in the Challenge as an applicant with a Project ("Innovator"), You must fulfill each of the following conditions:

2.2.1 INNOVATOR being a STARTUP

If You are applying to the Circular Construction Challenge with a Project as an Innovator and if you are an individual or a proprietorship (enkeltmandsvirksomhed) (a "Startup"),

- 2.2.1.1 You must be over the age of 18 and must have full legal capacity to submit the application and to be bound by the Terms,
- 2.2.1.2 You must have an address in Denmark registered at the public register (Folkeregisteret) or have registered a Danish VAT-number (CVR/SE-nummer),
- 2.2.1.3 You must have all necessary rights, or not be aware of any conflicting third party rights, in particular relevant intellectual

property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights and the legal rights, interests and protections afforded under applicable patent, copyright, trademark, trade secret and other intellectual property laws ("IPR") for participating in the Challenge, and

2.2.1.4 You must secure that no contractual obligations, such as employment terms or similar contracts, or any law and regulation, prevents You from submitting the application and participating in the Challenge.

2.2.2 INNOVATOR being CORPORATE

If You are applying with a Project as Innovator but you are a larger organization such as a company, where the Project is not your primary business ("Corporate"),

2.2.2.1 You must have registered a Danish VAT-number (CVR/SE-nummer) or the equivalent,

2.2.2.2 You must have all necessary rights, in particular relevant IPR for participating in the Challenge, and You must secure that no contractual obligations or any law and regulation prevents You from submitting the application.

2.3 No more than two individuals or legal entities - Startups and/or Corporates – ("Innovator duo") may submit a joint application by designating one representative that will submit one application on behalf of the Innovator duo. The application must fulfill the requirements listed in clauses 2.1 and 2.2. The representative shall make the representations on behalf of the Innovator duo and shall have authority to enter into binding agreements on behalf of the Innovator duo regarding the Challenge.

2.4 Applications for participation in the Challenge as a member of a Project team with Innovators ("Team member") must be submitted at Circularconstructionchallenge.org and must include all information requested for submission and within the deadline set by the Organiser. Applications that are not conforming with or complying with the procedure at Circularconstructionchallenge.org (Exhibit 2) will not be accepted and not be considered.

2.5 If you are applying to become a "Team member" and you are a Startup, you must fulfill the requirements in clauses 2.2.1.1 to 2.2.1.3, and if you are a Corporate, you must fulfill the requirements in clauses 2.2.2.1 to 2.2.2.2.

3. SELECTION

3.1 Applications will be evaluated by a panel appointed by the Organiser comprised of individuals who are competent in the field of the subject matter of the Challenge

("Selection Committee"). Details of the Selection Committee are set out on the website Circularconstructionchallenge.org (Exhibit 2).

- 3.2 If it is deemed by the Selection Committee during the Challenge that it would be equitable or appropriate to do so, the Selection Committee can change the Judging Criteria. Should the Judging Criteria be changed, this will be announced on the website Circularconstructionchallenge.org (Exhibit 2). It is Your responsibility to regularly check the website Circularconstructionchallenge.org (Exhibit2) for updates.
- 3.3 You accept that the Organiser and the Selection Committee have full and discretionary powers to make decisions with respect to the selection of applicants for shortlisting, Finalist and Winners and other selections or processes, including changing the Judging Criteria, as part of the Challenge and that these decisions cannot be challenged and have no recourse.

4. LEGAL SETUP

- 4.1 If, as Innovator, your Project is nominated as a Finalist, you accept that - in order for the Project to be evaluated as part of the Challenge to become one of the 3 Winners, - a team to work on the realization of the Project as part of Phase 3 ("Project team") must be organized and its legal set-up structured.
- 4.2 You agree as Finalist - both as Innovator and as Team member - to work and in good faith engage with the Organiser and the Collaborators to draft a memorandum of understanding that outlines terms for the Project team (the "MoU"), including,
 - 4.2.1 Setting up a Danish limited company (Iværksætterselskab or IVS) as the operational entity for the Project (the "Project company"), typically if Innovator is a Startup), or a cooperation agreement between the Innovators and Team members (the "Cooperation agreement"), typically if Innovator is a Corporate,
 - 4.2.2 Transfer of all relevant prior or future IPR from both Innovators and Team members to the Project company or the necessary licensing or assignment of IPRs as part of the Cooperation agreement,
 - 4.2.3 Ownership distribution in the Project company between Innovators and Team members, including warrants and options,
 - 4.2.4 Cash payments for assignments of IPR, work and other remuneration of Team members.
 - 4.2.5 Dispute resolution mechanism between Innovators and Team members whereby a party after phase 3 in case of irreconcilable disagreement can demand the cooperation dissolved and the Project's IPR transfer to a continuing party.
- 4.3 You accept that as Finalist the MoU will be considered as important part of the Project when evaluated for becoming a Winner.
- 4.4 You accept that selection of the Project as a Winner is conditioned upon that the Project will be organized and legally structured as outlined in the MoU.

- 4.5 You agree to work and in good faith engage with the Organiser and the Collaborators and Team members to implement the MoU into legally binding agreements, including setting up the Project company, and You accept that the Organiser have the right at its full discretion and without liability to cancel your participation in the Challenge and annul Your Project's selection as Winner, if the implementation of the MoU into binding agreements do not take place or are not considered satisfactory by the Organiser.

5. CONFIDENTIALITY AND OTHER TERMS

- 5.1 All information and materials regarding the Project submitted by You as part of an application and later as part of the Business plan or in connection with the MoU or its implementation into legally binding agreements will be considered as confidential and only shared by the Organiser to extent necessary as part of the Challenge, e.g. to Collaborators and to the Selection Committee, or where demanded by law.
- 5.2 As a participant in the Challenge, You authorize the Organiser and the Collaborators to use and publish (for the purpose of marketing the Challenge, including on the Internet); Your names, a brief summary of the Project, any pictures, movie clips, blogs or sound recordings of Your participation in the Challenge without further permission from you. Such images, movie clips and audio clips made by the Organiser or the Collaborators remain their property and may be used without further permission.
- 5.3 As a participant in the Challenge, the Organiser and the Collaborators are authorized to contact you via email in relation to relevant new challenges or news on the Challenge or similar projects. You can unsubscribe these updates at any time via the sent emails.
- 5.4 You may not use the logo or other IPR of the Challenge or of the Organiser and the Collaborators to promote Your own products and services without prior written permission.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Except for the rights mentioned in clauses 5.2 and 6.2 and to the extent not transferred or assigned as part of the MoU and its implementation into legally binding documents, cf. clauses 4.2.2 and 4.5, the participants in the Challenge maintain all IPR to the idea or concept, including the material, data, know-how and information prepared by the participants while participating in the Challenge. None of this IPR is transferred to the Organiser and the Collaborators. You have the responsibility to apply for any patents, trademark protection or other intellectual property rights, and maintain and defend them.
- 6.2 All ideas and comments that are shared by You in connection with the Challenge can be used freely by the Organiser, the Collaborators or other participants.

7. DISCLAIMER

- 7.1 You acknowledge that the Challenge is a voluntary contest of skill and innovation and no fee is required to participate.

- 7.2 You accept that the Organiser or the Collaborators shall not be liable for any direct or indirect loss suffered by You in connection with your participation in the Challenge, including but not limited to loss and/or damage resulting from annulment of selection for Shortlisting, Finalist or Winner, cancellation of the Challenge, breach of confidentiality, unless this has occurred as a result of willful conduct or gross negligence from Organisers' side and that Danish law on compensation will otherwise apply.
- 7.3 Submission of prototypes and physical material as part of your participation in the Challenge is at your own risk and the Organiser cannot be held responsible if an accident occurs and a prototype or physical material breaks.
- 7.4 The Organiser or the Collaborators disclaim all possible liability for errors, omissions and inadequate updates that may be in information communicated as part of the Challenge, including on Challenges.dk, in text, in forms, in guides and tools, etc. Nor do they assume responsibility for the content of websites referred to or linked.
- 7.5 The Organiser or the Collaborators disclaim all possible liability with respect malfunction of Challenges.dk.

8. JURISDICTION

- 8.1 This Agreement shall be governed by and construed in accordance with Danish law. Any dispute arising between You and the Organiser or the Collaborators out of or relating to the Challenge shall be settled by the Copenhagen City Court.
- 8.2 Notwithstanding the specified agreement on jurisdiction, the You, the Organiser or the Collaborators (the "Parties") shall, if any dispute arises, attempt to settle it by mediation in accordance with the Association of Danish IT Attorneys' (DITA) Mediation Procedure (www.danske-it-advokater.dk). To initiate the mediation a Party shall give notice in writing to the other Parties to the dispute re-questing a mediation. A copy of the request shall be sent to the DITA. The mediator shall be nominated by DITA no later than 8 (eight) working days after DITA's receipt of the notice. No Party may commence any court proceedings in relation to any dispute until the Parties have attempted to settle the dispute by mediation. As a minimum, a Party shall be obliged to attend the first meeting convened by the mediator. A Party shall be entitled to commence court proceedings, if any delay of such proceedings may result in the forfeiture of any right, e.g. due to time-barring.