

Legal bases Startup Challenge The Gap in Between By Social Nest Foundation

1. Introduction

Social Nest Foundation (here in after “Social Nest”) is a non-profit entity that provides the resources, opportunities and guidance that entrepreneurs, investors, companies and governments need to create solutions to the most pressing challenges. that humanity faces. As a fundamental part of our mission, we develop acceleration challenges for impact startups.

The Gap in Between is an event to accelerate the entrepreneurship and innovation ecosystem but with the differential that the mobilization of actors, capital and resources is directed towards business and innovation models that contribute to solving global social and environmental challenges.

2. Objectives of the Challenge

The Gap in Between startup challenge aims to promote entrepreneurship with a social and environmental impact. We seek to create a platform for the most innovative startups in the world to present solutions that address the main challenges of our society. We want to identify and support startups that have the potential to create positive change and contribute to a fairer and more sustainable economy.

2.1 Challenge benefits

- A prize of 10,000 euros for the best startup.
- Visibility and diffusion through the Social Nest channels, which will help them to have a great reach among the community, their potential beneficiaries and possible strategic partners.

- Access to the Social Nest network of contacts, both nationally and internationally.
- Being part of the Social Nest community.
- Chance of visibility in national and international events of the entrepreneurial ecosystem.
- Visibility before the community of investors and strategic partners with the participation in the DEMO DAY, the final presentation and pitch event before a select jury and a wide group of venture capital and impact investors.

For the winning startup chosen by the jury:

- 10,000 euros awarded.
- Mentoring opportunities from experts in entrepreneurship and social impact.
- Access to networks of investors and potential strategic partners.
- Participation in the most important events of the innovation ecosystem: [4YFN](#), [Impact Investment Forum](#), [South Summit](#), [B Venture](#), [Valencia Digital Summit](#).

For all startups selected in the challenge:

- Access to networks of investors and potential strategic partners.
- Participation in the most important events of the innovation ecosystem: [4YFN](#), [Impact Investment Forum](#), [South Summit](#), [B Venture](#), [Valencia Digital Summit](#).

3. Who is it for?

3.1. Profiles startups and entrepreneurial people

Entrepreneurs who are candidates to participate in the startup challenge will go through a selection process in which the Social Nest team will take into account the following requirements and evaluation criteria:

3.1.1. Startup requirements

Being an impact startup. In this sense, the startup challenge understands the following as an impact startup:

"Startup": it is a recently created company (less than 10 years of existence), which proposes an innovative market solution, product or service, based on innovation and technology, and that has a business model with rapid growth potential. and/or exponential growth.

"Impact Startup": is one whose main purpose is to solve a social or environmental problem or situation, also generating a business with sustainability and potential economic and financial growth.

Startups will be eligible if they meet the following requirements:

- Be legally constituted.
- Count, at least, with an MVP.
- Have a validated business model and some traction.
- Impact areas: That the startup operates and offers a market solution in any of the following areas:

Climate change
Protect land and water
Sustainable infrastructure
Sustainable agriculture
Nutrition & Food Tech
Inclusive and sustainable tourism
Silver Economy
Sustainable fishing
SaaS for impact
Renewable energy
Forest repopulation
Social inclusion
Biodiversity conservation
Water
Green mobility
Circular economy
Green buildings
Sustainable construction
Sustainable fashion
Education and training for work
Universal access to health and well-being

3.1.2. Evaluation and selection criteria.

The startups that apply to this call will be evaluated based on the following selection criteria:

- **Business model:** Business model validated with traction metrics.
- **Impact:** the startup is working on one or more of the impact areas defined in the call and shows potential to expand its social/environmental impact.
- **Growth potential:** The company has the potential to grow in the market both nationally and internationally.
- **Team:** High potential, with experience and knowledge in the sector and in entrepreneurship. Complementary profiles that complement the skills and experience of the leaders in management, technological, financial and marketing aspects to help the startup achieve its objectives.
- **Innovation:** Novel solution or a differentiating approach compared to existing solutions.

3.1.3. Requirements of leading entrepreneurial people of startups

- **Dedication and passion:** The members of the team must be people committed to the development of the startup and passionate about its purpose of impact. They seek to solve a social and/or environmental problem, making use of the force of the market, with a profitable and sustainable model.
- **Collaborative, disruptive and creative approach:** Entrepreneurs who participate in the challenge must have a creative and disruptive approach to contribute new ideas and solutions to the challenges posed, both for their own startups and to collaborate with other startups, contributing to peer learning and building a mutual support network in the cohort participating in the challenge.

4. Duration and dates of the Challenge*

The key dates of the challenge are the following:

June 8, 2023	Launch. Opening of the application period for the challenge.
September 7, 2023	Closing period submission of applications.
September 28, 2023	Team communication selected.

October 25, 2023	Startup competition and winner reveal.
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**The dates may undergo modifications, which will be communicated by the appropriate channels ensuring that the information reaches all participants.*

5. Cost of the challenge

The challenge has no cost for the participants. The costs associated with the participation must be covered by themselves. During the face-to-face events, the following will be covered by the entrepreneurs: national transfers, lodging, food and other expenses.

6. Selection process

6.1. Process.

To participate in the challenge, the candidate startups must go through the selection process described below:

- **Inscription:** Complete the online [registration form](#) (complete, with all the required information and, where appropriate, before 11:59 p.m. on September 8, 2023)
- **Filtering and selection:** A selection committee made up of members of Social Nest and expert representatives from the innovation and entrepreneurship ecosystem will review all applications, filtering and excluding those that do not meet the minimum requirements. Subsequently, by consensus, the selection committee will select the 20 best candidates to be part of the challenge based on the maximum score obtained by applying the selection criteria described in section 3.1.2.
- **Communication to the selected startups:** At the beginning of September 2023, the selected startups will be invited by email to join the challenge. Within 3 days they must accept their acceptance in writing, and they will sign a challenge agreement to join. In the case of rejecting the invitation or not accepting it in a timely manner, the organizers will proceed to invite the following startups based on their selection score.
- **Communication of the selected startups:** The communication will be done through social and digital channel on September 30, 2023.

Documentation requested

The documentation required to participate in the selection process is the following:

- * [Registration form](#) completed.
- * Startup Deck.
- * Any other material that you think is interesting to share with the evaluation team to get to know the startup.

6.2. Evaluation process for the selection of participants

In the event that the jury has questions about what is stated in the form or other issues related to the startup, more information may be requested via mail or an interview, as the case may be.

6.3. Evaluation for the selection of the award-winning startup

The startup of the challenge that will receive the prize of 10,000 euros will be chosen by deliberation of the jury that will assess qualitatively and quantitatively (as applicable) the following dimensions:

- **Business model:** Business model validated with traction metrics.
- **Impact:** the startup is working on one or more of the impact areas defined in the call and shows potential to expand its social/environmental impact.
- **Growth potential:** The business model and the startup have the potential to grow in the market both nationally and internationally.
- **Equipment:** Commitment, high potential, with experience and knowledge in the sector and in entrepreneurship. Complementary profiles that complement the skills and experience of the leaders in management, technological, financial and marketing aspects to help the startup achieve its objectives. Existence of advice and profile of experts.
- **Innovation:** Novel solution or a differentiating approach compared to existing solutions.

Punctuation. Applications are reviewed and scored based on the information provided and the attached documentation. Applications are evaluated remotely by independent evaluators who score them against a standardized rubric that includes approximately 15 criteria.

Evaluation and selection committee. An evaluation and selection committee made up of members of Social Nest and expert representatives of the innovation and entrepreneurship ecosystem at a national and international level will review all applications, filtering and excluding those that do not meet the minimum requirements.

6.4. Detail, delivery and publicity of the prize

- There will be a winning startup at the end of the challenge in October 2023.
- The winning startup will receive the prize of 10,000 euros.
- The prize will be unique and indivisible and cannot be changed, accumulated, modified, or substituted.
- The startup must accept the award. If they do not accept it, it will be understood that you renounce it and they will not be entitled to compensation. The prize will go to the corresponding finalist. It will be delivered to the representative of the winning team.
- The prize will be delivered at the end of the challenge. The specific date and place where it will be held will be communicated to the finalists by Social Nest, sufficiently in advance.
- The organizers state that, for the purposes of the provisions of Law 13/2011, of May 27, participation in the award does not require any type of financial outlay for the startup participating in the challenge.
- The award will be made public through its publication in the media, whether printed, audiovisual or digital. Therefore, with the acceptance of these Bases, the participant assigns to Social Nest the image rights necessary for the publication, by the latter, of the name of the award-winners in any medium, be it printed, audiovisual or digital.

7. Legal aspects

7.1. Data Protection

Entrepreneurs participating in the Startup Challenge, when filling out the registration form, are aware that certain personal data obtained by their participation in the Challenge, will be processed by Social Nest, for, among others, the following purposes:

- Carry out the registration, participation, communication and development process of the incubation challenge activities, such as putting entrepreneurs

in contact with potential investors, as well as organizations or entities that may be of interest for the development of their project.

- Referral of any information on events related to the scope of the Challenge and Social Nest. Said information will always be sent by Social Nest. In this way, we may send information from third parties that is considered to be relevant to the challenge and its participants, but the data of the participants will not be shared with them.
- Maintain a history that allows analyzing and evaluating the impact of each edition. Although we will apply measures so that historical information is anonymized, we cannot guarantee that the identity of the participants cannot be reversed if there is a subsequent public repercussion.
- Diffusion of the Challenge.
- For the correct execution of the Challenge, all the personal data that the participants provide may be processed, not only during registration, but throughout their participation.
- Unless expressly stated otherwise in the registration form, or any other form or means for that purpose that allows it, all the personal data of the participants will be processed based on the contractual obligations assumed by Social Nest.
- No previously authorized transfers or communications of personal data are foreseen, beyond those necessary for the development of the Challenge and described in the following point, except by legal imperative or for the fulfillment of the objectives of the challenge.
- In this sense, and in line with the main purposes of the Startup Challenge and as a mandatory condition for participating, the participating entrepreneurs are aware that Social Nest may communicate and provide their contact information and that related to their startup to third parties that may be potential investors, partners, allies, etc. Any subsequent opposition to this communication of data will prevent the objectives of the challenge from being fulfilled, and therefore will mean the automatic withdrawal of the entrepreneur from the challenge.
- Likewise, as a general rule, personal data will always be processed in the European Union. However, if service providers are used or data communications are planned to third parties outside the EU or the European Economic Area, the rules established by the applicable regulations for international data transfers will be followed, ensuring that the It complies with the maximum guarantees. For this purpose, approved international transfer mechanisms will always be used, such as the use of EU Standard Contractual Clauses, or applicable Certifications, among others.
- The personal data of the entrepreneurs will be processed as long as they are necessary for the execution of the Challenge. Once the participation of the entrepreneur has ended, the data may be kept for an expected period of

10 years, with the sole purpose of complying with any legal obligation that may be applicable to them, and without prejudice to any situation or subsequent regulations that may oblige to apply longer retention periods.

- Entrepreneurs can exercise before Social Nest the rights of access, rectification, opposition, deletion, limitation, portability provided for in the Law, as well as withdraw any consent that they have provided us, by addressing, by any means that allows to prove the sending and receiving, Social Nest, Paseo de las Facultades, 3 (low), Valencia or by email: lopd@socialnest.org, attaching a photocopy of the DNI or document that proves your identity.
- The authorization, where appropriate, for the treatment of the information related in the previous paragraph is revocable by the entrepreneurs by notifying Social Nest, but given that it is essential for the development of the Challenge, said revocation will mean the automatic cancellation of the entrepreneur in the Challenge.

7.2. Assignment of image rights and promotional exploitation of information

- The entrepreneurs are aware that due to their participation in the Challenge, the information related to the startup voluntarily provided by the entrepreneurs will be used for promotional and dissemination purposes of the Social Nest Startup Challenge, including, but not limited to, its publication on the website of Social Nest and the one intended for the Challenge, without such use conferring any right to any type of financial compensation.
- The foregoing also includes the transfer so that Social Nest can capture, for its internal use or subsequent dissemination in the media, images and/or voice of the people participating in any of the phases of the Challenge, including the videos that can be sent as part of the documentation incorporated into the challenge application dossier, without prejudice to any other assignment or consent that may be obtained at any time.
- This assignment is made free of charge, without geographical or temporal limits, in order to disseminate the challenge and give visibility to the applying entrepreneur. With respect to this assignment, it can always be revoked. During the duration of the challenge, the revocation will imply the automatic withdrawal of the entrepreneur from the Challenge, as indicated in the previous paragraph. If you request it, Social Nest will proceed to remove from the media that depends on it (that is, its website or social networks where it has an open account) the images/video/audio where you appear, except in those cases in which, Because it is

journalistic information (public events, etc.) it is not possible to do so, or in cases where it is not technically possible.

- Only requests for published information, the publication of which depends on it, will be able to be answered, not being responsible for the use that a third party may have made of the image/audio/video captured from third-party sites or improperly taken from our social networks. The entrepreneur is aware that, at the moment the image/voice/video is uploaded to a free dissemination medium, it can be taken by a third party, for which Social Nest has no responsibility.

7.3. Intellectual and industrial property rights

- All content that is accessed during the celebration and participation in the Challenge (including, but not limited to, texts, presentations, images, sounds, videos, databases, and designs) is protected by copyright and industrial property rights. , and they may not be used without the appropriate authorization of their respective owner.
- The copyright belongs to the creators of the respective works and their contents.
- Entrepreneurs are responsible for the legality of the software used, if any, in the presented startup.
- The source code delivered to Social Nest for evaluation, should this situation arise, will not be used in any case for purposes other than those proposed in this challenge.
- All entrepreneurs undertake that the proposals submitted are original and that the assignment indicated in the previous paragraph, if it occurs, would not violate third-party rights of any nature or regulatory provisions and will be free of charges, encumbrances and third-party rights. .
- The protection of intellectual property (patents, trademarks...) related to the startup is the sole and exclusive responsibility of the entrepreneurs. At Social Nest we do not require that the people involved in the selection process or who collaborate or participate in any way in the Challenge sign any confidentiality agreement since our goal is to give startups the greatest visibility. Therefore, entrepreneurs must be aware that the information they voluntarily provide to Social Nest through the registration form, any of its updates or other documentation must not include confidential information, since it may be used by Social Nest for the purposes mentioned in the previous section.
- Entrepreneurs, therefore, will hold Social Nest harmless at all times against third-party claims and will be fully responsible for any costs or pecuniary charges that may arise in favor of third parties as a result of actions, claims or conflicts arising from non-compliance. of the obligations established in this document.

7.4. Contents

- Each entrepreneur, by sending their registration application, authorizes Social Nest to use, capture, reproduce, publish and disseminate, for informational, promotional and commercial purposes, their name and image in advertising material related to this Challenge, with Social Nest, including the Internet, and any other support (for example, (i) web pages, (ii) signage - screen, displays, canvas, posters and billboards, etc-.; (iii) social networks; (iv) promotional, commercial and advertising material; (v) press; and/or (vi) radio and television), the participant waiving to receive any type of consideration.
- Entrepreneurs will guarantee that their startups and the contents related to them voluntarily contributed to Social Nest (including the different forms, summaries or presentations) do not infringe the rights of third parties or have all the necessary authorizations to participate in this challenge. , are neither offensive, nor denigrating, nor incite violence, racism, nor violate fundamental rights or public liberties recognized by the applicable regulations and on the protection of children and youth, nor do they constitute or suppose an interference in the personal or family privacy of natural persons or a violation of the right to honor of third parties or the secrecy of communications or are contrary to current regulations.
- Entrepreneurs will be responsible for the infringements caused or that may be caused to the rights of third parties with the participation of the works or their contents in this Challenge and will indemnify the affected third parties and Social Nest for the damages incurred by breach of the obligation described above.

7.5. Modifications and exoneration of responsibilities

- In the event that the challenge could not develop properly due to fraud detected in it, technical errors, or any other that is not under the control of Social Nest, and that affects its normal development, Social Nest reserves the right to cancel, modify, or suspend the same, which will be made known to the participants by the usual means of communication with it (e-mail) and through www.socialnest.org.
- Social Nest reserves the right to modify the conditions and dates of the Challenge (as long as we do not harm the rights of the participants) by providing adequate information through the web or by email, in the case of startups whose participation in the Challenge has already been confirmed. In private.

- Social Nest is not responsible for delays or any other circumstance attributable to third parties that may affect the participation or development of the Challenge.
- Social Nest reserves the right to automatically terminate any entrepreneur who defrauds, alters or disables the proper functioning and the normal and regulatory course of the Challenge, who carries out improper practices to increase their profitability, such as the use of privileged information , tampering, etc. Or use any type of practice that may be considered contrary to the spirit of the Challenge and/or Social Nest.
- Social Nest reserves the right to terminate entrepreneurs who unduly affect the rights of third parties by participating in the Challenge.

7.6. Acceptance of the terms and conditions

Participation in the Startup Challenge of The Gap in between event implies full acceptance of the terms and conditions, as well as the rest of the legal texts and clauses. These terms and conditions are governed by Spanish Law.

The participants and the organizing companies accept that any controversies that may arise in the interpretation or execution of these bases will be subject to the jurisdiction of the courts and Tribunals of Valencia.

Valencia, Spain. June 8, 2023.