

Challenge Competition
(the “**Competition**”)

Competition Rules, Terms and Conditions

1. Competition Official Rules

- 1.1 By submitting an application form and entering this Competition, candidates agree to abide by all terms and conditions of these Challenge Competition Official Rules (the “**Official Rules**”). The laws of the State of Israel shall govern this competition.
- 1.2 Applications will be considered if submitted in accordance with these rules and by the submission deadline. Late submissions will not be considered.

2. Facilitator

- 2.1 The Competition is organized and facilitated by the Israel Innovation Institute, by its Digital Health community BeWell.il and Carmel Medical Center (jointly, the “**Facilitator**”).

3. Aim of the Competition

- 3.1 The aim of the Competition is to promote and develop partnerships, pilots, and trial and error process of start-ups with Carmel Medical Center.

4. Eligibility/Candidacy/Technological Focus

- 4.1 The Competition is open to startups and entrepreneurs and start-ups that: (i) have developed a working prototype (at least), and have a sufficient amount of units to perform a small scale pilot; (ii) would be eligible to participate in the entire Competition including mentoring sessions in Carmel Medical Center, final competition day and the following pilot (if wins); (iii) who are in compliance with the criteria set forth in these Official Rules.

- 4.2 Those Competition is focused on the following challenges:

- 1. Coping with Resistant Bacteria
 - 2. Patient Deterioration Detection
- (collectively the “**Pilot Proposal**”).

- 4.3 Individuals cannot be members in more than one team of applicants.
- 4.4 A team or organization may have external professional advisors, consultants, entrepreneurs or other business professionals with relevant expertise. Any such individuals will not participate in any presentation of the submission shall such individuals be eligible to win an Award (as defined in paragraph 7 below).
- 4.5 A team must designate a contact person (team leader), who will be the representative of the team throughout the process of the Competition. In the event that a team wins, the team leader will be invited to receive the Award.
- 4.6 The Facilitator reserves the right to disqualify any entrant (and all related entrants) if the Facilitator has knowledge or reasonable suspicion that such entrant has been involved in any fraudulent or illegal activity.

5. The Process

- 5.1 In order to be eligible for the Competition, a team must submit an application [] during the period from Mar 3, 2019 to Apr 3, 2019.
- 5.2 All applications will be reviewed by a committee of experts based on the application form details (the “**Screening Committee**”). Upon completion of the screening process, the Screening Committee will compose a list of finalists who will receive a mentorship package, from inside and outside of the medical center, where they will work on their Pilot Proposal and assess their eligibility for conducting such Pilot in Carmel. The finalists will present their Pilot Proposal to a panel of judges from Carmel as well as judges with expertise in Digital Health. Up to 6 (six) finalists will be selected, although the number of finalists is subject to change at any time by the Facilitator.
- 5.3 The identity of the winner of the Competition will be announced no later than the end of _____.

6. Competition Schedule

Deadline (all in 2019)	Action
1.4.19	Distribution of call for proposal
2.5.19	Application deadline
14.5.19	Startups selection
30.5.19-30.6.19	Mentoring
15.7.19	Challenge competition day

7. Award

- 7.1 The Award is intended to be a Pilot based on the Pilot Proposal developed with Carmel Medical Center during Mentoring stage.
- 7.2 The Facilitator is intended to supply Pilot funding for the winning team/s, up to a total in-kind value of 100,000 NIS in total, of which up to 50,000 NIS will be supplied by the Israel Innovation Institute, and up to 50,000 NIS will be supplied by Carmel Medical Center.
- 7.3 The description of the Award in these Official Rules or in any of the Facilitator's advertisements is for illustrative purposes only and does not bind the Facilitator or anyone acting on its behalf.
- 7.4 The Facilitator shall have the sole discretion to make all decisions with regard to the grant of the Award, including the determination of the date of grant, the date of realization of the Award, the duration of the Award, and any other details regarding the Award. The winners shall not have any rights or claims against the Facilitator in this regard.
- 7.5 In the event that a winning team is disqualified, the Screening Committee may replace it with another team, or may elect not to give away the Award, in each case in its sole discretion.

- 7.6 Eligibility for the Award is personal and is not assignable or transferrable. The Award (whole or in part) is not convertible into a cash payment or into any other in-kind payment.
- 7.7 Neither the Facilitator nor anyone on its behalf shall be held responsible in any way for the quality or nature of the Award, abnormality or discrepancy of the Award, the delivery of the Award, the consequence arising from the realization of the Award or non-realization of the Award, or any other matter relating to the Award, and will not be held responsible for any event, damage, expense or loss that the winning team may incur, directly or indirectly, including financial, physical or any other damage in connection with the winning, realization or non-realization of the Award for any reason.
- 7.8 The Award includes expenses only as described in these Official Rules. Any additional expenses, including any taxes, deduction or demands for payment will be at the sole expense of the winning teams. If required by law, the Facilitator may transfer to the tax authorities personal information of the winning teams or withhold tax at source. The Facilitator will not be responsible for any tax charges with regard to winning the Award. The value of the Award to winners may be reported for tax purposes as required by applicable law. However, winners are solely responsible for the payment of any and all taxes and/or other government charges in respect of any Award. The Facilitator shall not be liable for the payment of any tax or fees related to the Awards. Winners shall indemnify and hold harmless the Facilitator from any claims by any tax authorities due to a failure to report or make payment of any applicable taxes.
- 7.9 The Facilitator may choose not to grant the Award to the winning teams, may cancel the Award or the Competition, in whole or in part, in any case where it is suspected that a candidate or a participant, including the winning team, directly or indirectly acted (in this matter) contrary to these Official Rules, in bad faith or committed an offense or illegal act, in connection with their participation in any stage of the Competition, all at the discretion of the Facilitator.

8. Use of Personal Information

- 8.1 The personal information of the participants in the Competition (including the winning teams), will be saved in the Facilitator's offices, which will use the personal information according to the privacy and use of information policy used by the Facilitator.
- 8.2 By participating in the Competition, the candidate grants the Facilitator an irrevocable right to use any non-confidential information provided by the participating team in connection with the Competition, in any way, at its sole discretion, including for the purpose of publications and presentation of the information by the Facilitator or anyone on its behalf (including commercial and advertising information), in accordance with any applicable laws and regulations, including the Privacy Protection Law 1981.
- 8.3 Participants will not be entitled to any payment, reward, salary or compensation of any kind in the event that the Facilitator has used their information, including for the purpose of publications or advertisements.
- 8.4 By participating in the Competition, each participant agrees to deliver to the Facilitator their full information and to be interviewed in connection with the winning the Competition. The participant confirms that he knows that the Facilitator has the authority to interview him about the proposal before announcing the winner. In addition, by participating in the Competition, all participants hereby grant the Facilitator an irrevocable, perpetual, royalty-free, non-exclusive license to use their

name, picture, likeness, voice, biography and submission (or any part of them) in any way, form or manner that the Facilitator chooses, including for advertising, promotional or publicity purposes, and including but not limited to promotional videos, press releases, television, radio, newsletters, tweets and other social media posts.

- 8.5 The participants hereby waive, for no consideration, any right or claim with regard to the use of their photographs, names or their information by the Facilitator in scope of any publication concerning the Competition. The foregoing does not impose any obligation on the Facilitator to publish the photos, names, products, information and/or the winning itself.
- 8.6 Facilitator will have the intellectual property rights (including copyrights and trademarks) in all publications and photographs specified above.
- 8.7 The participant confirms that he is aware that during his activity as a winner in this competition, he may be exposed to information on which medical confidentiality applies. The participant hereby declares that he will keep confidential all information that will come to him during the competition and his activity at the Bnai Zion medical center. The participant declares that he is aware that a breach of this undertaking may expose him to a criminal indictment, including a civil suit.

9. Representations and Indemnities

- 9.1 By entering the Competition, each participant accepts these Official Rules, and hereby states and guarantees that all its submissions: (a) are original and the participant has the rights to participate in the Competition; (b) are not in breach of third party rights, including rights related to trademarks, patents, and industrial secrets, copyright, rights arising from agreements or licenses, rights related to privacy, moral rights, rights of publicity or image rights; (c) are not intrinsically defamatory or outrageous nor do they have any content capable of damaging the name, the honor or the reputation of the Facilitator, or of any subject involved in the Competition; and (d) do not contain characteristics aimed to promote offensive, threatening or intimidating behavior or any other form of harassment.
- 9.2 The participants in the Competition agree, upon submission of its candidacy, to fully indemnify and hold harmless the Facilitator from any proceeding or claim made by any third party, for infringement of any rights held by any third parties, to the maximum extent permitted by law.

The participant confirms that he knows that if he wins, he may be required to present an insurance policy that covers the claims as detailed above

- 9.3 Without prejudice to the above, upon submission of its candidacy, the participant hereby authorizes the Facilitator to: (a) use its/his/her name, company name and image for promotional and advertising purposes, as well as the name, the image and the symbols identifying the project submitted; (b) make available for the public the material of the project on any of its websites or on third-party website/s; (c) exhibit the project and related material during possible conferences, conventions and seminars; and (d) notify to third-parties interested the information required to invest in development, marketing and economic exploitation of the project.

10. Miscellaneous

- 10.1 The results of the Competition, or any matter relating to them, as determined by the Facilitator, will be final, definitive and not open to appeal.

- 10.2 The Facilitator holds the sole and exclusive discretion in any matter whatsoever pertaining to the Competition, including the Official Rules, the duration of the Competition and the beginning and the end of the participation in the Competition.
- 10.3 The Facilitator shall decide any controversy, matter or issue with regard to the Competition, including in the event of a violation of these Official Rules, disqualification of participants, and in any case of a misunderstanding, doubt or difficulty in connection with the Competition, including the interpretation of these Official Rules. The decisions and resolutions of the Facilitator with respect to these Official Rules will be final, definitive and not open for appeal, and the participants will have no claim or demand against the Facilitator or its representatives in these regards.
- 10.4 The Facilitator may at any time, in its sole discretion and for any reason, terminate or cancel the Competition, modify the Official Rules, modify the conditions of competition and participation, extend or shorten the competition or other dates and/or the number of nominees selected in the competition and/or the number of winners chosen and/or the Award, including in an event that there has been a malfunction, disruption, prevention or interruption which may prevent or delay the ability to participate in the Competition, including technical failure, mechanical failure, and/or human error.
- 10.5 The Facilitator will publish the termination, revocation or modification (as applicable) of the Competition in any way it sees fit, in its sole discretion. For the avoidance of doubt, the execution of the cancellation or any such change shall be deemed as a supplement or modification to these Official Rules, and shall bind the participants.
- 10.6 If a participant (including a winner) violates the terms or conditions of these Official Rules, including because it was not eligible to enter into the Competition, or that it violated the provisions of any law or regulation or, that it improperly reached the final stage or the next stage of the process or to win the Award, the Facilitator may, in its discretion, cancel its participation.
- 10.7 Neither the Facilitator nor anyone on its behalf shall be held responsible in any way for any damage and/or lost and/or expense that may incur to participant or any on his behalf, and will not be held responsible for any event, damage, expense or loss, directly or indirectly, including financial, physical or any other damage in connection with the competition.
- 10.8 For the avoidance of doubt, these Official Rules are purely for the purpose of a marketing competition, and shall not be considered as an illegal game or competition as defined in Section 224 of the Israeli Penal Code, due to the fact that winning the Award depends on skill and ability, and does not depend on chance or fate.

המשתתף מצהיר בזאת כי השפה האנגלית מוכרת ומובנת לו וכי הוא אינו זקוק לתרגום התחייבות זו לשפה אחרת.

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