

# University of California

## 2021 Startup Innovation Challenge

### Official Rules

1. GENERAL. This University of California 2021 Startup Innovation Challenge (the “Challenge”) is sponsored by The Regents of the University of California, represented by the Office of Innovation and Entrepreneurship (“Sponsor”) and in collaboration with Extreme Tech Challenge (“XTC”), a nonprofit devoted to empowering entrepreneurs by providing the resources and networks which elevate their inventions that tackle our most pressing social and environmental challenges. By entering this Challenge, you agree to be bound by these Official Rules and all decisions of Sponsor respecting the Challenge.
2. ELIGIBILITY. To be eligible to participate in the Challenge, you must be all of the following as of the first day of the Challenge Period (defined below): (a) a legal U.S. resident, (b) at least eighteen (18) years of age or older, (c) a student, faculty, staff, postdoc, or alumnus of the University of California public schooling system, and (d) running or otherwise authorized to represent an existing startup (the “Applicant” or “you”). For purposes of the foregoing, a “student” of the University of California means any individual who is currently enrolled in any of the following campuses and UC-affiliated national laboratories: UC Berkeley, UC Davis, UC Irvine, UCLA, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz, UC Hastings, Lawrence Berkeley National Laboratory, Lawrence Livermore National Laboratory, or Los Alamos National Laboratory; a “faculty” or “staff” of the University of California means any individual who is a current faculty or staff member at any of the foregoing campuses; a “postdoc” of the University of California means any individual who is currently conducting research at any of the foregoing campuses or laboratories after completing their doctoral studies at any of the foregoing campuses; and an “alumnus” of the University of California means any individual who has received a bachelor, master, doctorate, or professional degree from any of the foregoing campuses. Notwithstanding the foregoing, any person who is a contractor, officer, director, agent or other representative of Sponsor, or of any of its affiliates or agencies, and members of such person’s immediate family and persons living in the same household with such person, are not eligible to participate in this Challenge. This Challenge is void outside the United States, and is also void in Puerto Rico, the U.S. Virgin Islands, and all other U.S. territories and possessions, and where restricted or prohibited by law.
3. CHALLENGE PERIOD. The Challenge begins at 12:01 A.M. Pacific Standard Time on October 5, 2020, and ends at 11:59 P.M. Pacific Standard Time on November 10, 2020 (the “Challenge Period”). Your complete Submission (defined below) must be received during the Challenge Period to be eligible for the Challenge.

4. **HOW TO ENTER.** To enter this Challenge, you must do all of the following during the Challenge Period: (a) upload to <https://bit.ly/3naiDB2> (the “Challenge Site”) a video (the “Video”) which describes your startup and otherwise complies with the Submission guidelines set forth in Section 5 below (the “Submission Guidelines”); (b) submit through the Challenge Site a pitch deck which also describes your startup (the “Pitch Deck”); and (c) provide all information requested in the online form on the Challenge Site (the “Online Form” and, collectively with the Video and Pitch Deck, your “Submission”).
- Limit one (1) Submission per Applicant.** If multiple Applicants represent or purport to represent the same company, entity or organization in their Submissions, only the Submission that is received first by Sponsor will be considered; all other Submissions referring to such company, entity or organization will be disqualified (and if already posted, will be taken down from the Challenge Site). All Submissions must be complete and received during the Challenge Period according to the time on Sponsor’s server. Sponsor shall not be responsible for any late, incomplete, void, corrupted, garbled, misdirected, or otherwise unintelligible Submissions and for any bugs or malfunctions Applicants may encounter when submitting Submissions. Sponsor reserves the right to disqualify any Submission determined by Sponsor in its sole discretion to not be bona fide or to otherwise violate these Official Rules. All Submissions become the sole property of Sponsor and will not be acknowledged or returned.
5. **SUBMISSION GUIDELINES.** Your Submission must conform to all of the following guidelines:
- a. The Video must be in digital video format and must comply with any posting requirements set forth on the Challenge Site.
  - b. The Pitch Deck must be in MS PowerPoint or PDF format, following the guidelines provided on the submission page of the Challenge Site.
  - c. Your Submission must be in English.
  - d. Your Submission must be your original work of authorship. You must not copy or otherwise plagiarize any content from any third party, nor may your Submission include any third party copyrighted material or artwork, without such third party’s permission.
  - e. You and any other person in your Video must not be subject to any of the following: (i) any contract (e.g., with a talent agent or manager) that would limit or impair Sponsor’s ability to show the Video in any media form; (ii) any acting or modeling contract that would make your or their appearance in the Video a violation of any third-party rights; (iii) any merchandising agreement; or (iv) any other contractual relationship, including but not limited to guild and/or union memberships, which may prohibit you or them from participating fully in this Challenge or from allowing Sponsor to use the Video in any and all media.
  - f. Your Submission must not contain any names, likenesses, photographs, or other images of any other person, living or dead, without their (or their estate’s) permission.

- g. Your Submission must not violate the rights of any third party, including any intellectual property rights or rights of privacy.
  - h. Your Submission must not contain any trademarks, logos or trade dress of any third party, or advertise or promote any brand or product of any kind, without the appropriate third party's permission.
  - i. Your Submission must not contain any confidential or proprietary information of any party whatsoever.
  - j. Your Submission must not contain any personally identifiable information, such as license plate numbers, names (other than your name), e-mail addresses or street addresses.
  - k. Your Submission must not: (1) portray any third party in a negative light, or include any personal attacks on anyone; (2) include any nudity, animal cruelty, illegal activity or substance, or offensive or obscene subject matter; (3) include any content that is sexually explicit or suggestive, violent or derogatory of any ethnic; racial; gender; religious; professional or age group, profane or pornographic, or any dangerous activity; (4) promote alcohol, drugs, tobacco, or firearms/weapons, (or the use of any of the foregoing); (5) promote any unsafe or dangerous activity; (6) promote any particular political agenda or message; (7) reflect any obscene or offensive statements or endorse any form of hate or hate group.
  - l. Your Submission must comply with all laws, and not depict any violation of law.
6. **INDEMNITY FROM YOU FOR YOUR SUBMISSION.** You shall indemnify, defend, and hold harmless Sponsor and all of its officers, directors, employees, agents and other representatives, from and against any and all claims arising from your Submission.
7. **LICENSE GRANT TO VIDEO.** By entering this Challenge, you hereby grant to Sponsor and its designees a royalty free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Video, in whole or in part, on the Challenge Site, as well as to incorporate the Video into other works, in any form, media or technology now known or later developed, including for any promotional or marketing purpose. Please note that the Video may be made available for viewing by any member of the public.
8. **CONSENT TO USE YOUR NAME, ETC.** By entering this Challenge, you also hereby grant to Sponsor and its designees the right to use your name, voice, signature, biographical information, photo, and likeness for advertising, publicity, promotional and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law.
9. **ODDS; POTENTIAL NUMBER OF SUBMISSIONS.** The odds of winning a Prize (defined below) in this Challenge depend on the number of eligible Submissions received. Although Sponsor cannot predict with certainty, based on previous experiences Sponsor expects to receive at least one hundred (100) Submissions to this Challenge.

10. SELECTION OF WINNERS; EVALUATION CRITERIA.

D) UC Startup Innovation Challenge

Eligible Submissions will be evaluated according to the conditions of the following two tracks: (i) Submissions for startups that have not achieved product-market fit as demonstrated by customers or strategic partners acquired, or have not completed a Series A round as of the first day of the Challenge Period (the “Early-Stage Track”), and (ii) Submissions for startups that have achieved product-market fit as demonstrated by customers or strategic partners acquired, or have completed a Series A round as of the first day of the Challenge Period (the “Growth-Stage Track”). The Early-Stage Track and the Growth-Stage Track are each referred to in these Official Rules as a “Track”. Submissions will be allocated to the Early-Stage Track and the Growth-Stage Track by Sponsor in its sole discretion. The following four criteria (the “Evaluation Criteria”) are evaluated in equal weight:

- a. Team: Is this team uniquely qualified to build this startup? Do the members of the team understand their customers and their industry well? Do they have the grit to carry this through? (25%)
- b. Product or Service Innovation: Is the product or service innovative? Is it differentiated from competitive offerings? (25%)
- c. Product Market Fit: Are there signals that customers will value the product or service? Is the market size large? (25%)
- d. Tech for Good: Does this startup impact people’s lives and/or the environment positively? Will this startup improve the lives of a large number of people? And/or will this startup make a deep and meaningful impact on individual lives? Do the company’s business practices show a commitment to diversity, sustainability, and social good? (25%)

Each Submission will be scored subject to the weights accompanying each of the Evaluation Criteria, solely for purposes of ranking the Submissions within each of the two Tracks (i.e., such scores will not be published).

First, all Submissions will be evaluated by the Innovation and Entrepreneurship Unit Staff (the “I&E Staff”) for eligibility. Then the I&E Staff, along with select associate vice chancellors of innovation, chief innovation officers, incubator and accelerator heads and program directors with representation across the UC’s ten campuses and three national laboratories, will evaluate the applications of all eligible Submissions in accordance with the Evaluation Criteria and will assign an initial numerical score to each such Submission in order to identify the top ten (10) scoring Submissions for each Track (twenty (20) total).

Following the initial review described in the foregoing paragraph, the top Submissions for each Track will then be evaluated and scored, using the same Evaluation Criteria set forth above, by certain investors from the Samsung Catalyst Fund and other venture capitalist funds, along with the I&E Staff Lead and the Global Head of the Innovation & Entrepreneurship, UCOP, totaling approximately twenty (20) judges (collectively, the

“Judges”). Sponsor reserves the right to designate alternate venture capital investors as Judges in the event of scheduling or other conflicts associated with the initially designated panel of Judges. The Judges will evaluate the top ten (10) Submissions for each Track in accordance with the Evaluation Criteria and will assign a new numerical score to each such Submission in order to identify the top five (5) scoring Submissions for each Track (for a total of ten (10) top scoring Submissions).

The Applicants who submitted such top ten (10) scoring Submissions will be the finalists of the Challenge (each, a “Finalist”).

In the event any of the foregoing reviews produce any Submissions with tied scores, all such Submissions will be re-evaluated and re-scored using fractional points by the I&E Staff or Judges, as applicable, to differentiate the scores for such Submissions.

II) UC Social Impact Prize: A sub-award of the 2021 UC Startup Innovation Challenge

All completed Submissions to the 2021 UC Startup Innovation Challenge will be eligible to be evaluated based on their demonstrated impact in driving justice-oriented solutions in tackling the root causes of inequality on the local, state, national, or international level in one of the following areas: reduced inequalities, poverty, gender equality, work and economic growth, and peace, justice and strong institutions.

Each Submission will be scored based on its response to Question #16 (How will your startup address a global challenge and/or improve the world? What UN Sustainable Development Goals does your company address?) in the Online Application and the impact demonstrated in the Pitch Deck and Pitch Video.

First, all Eligible Submissions will be evaluated by the Innovation and Entrepreneurship Unit Staff (the “I&E Staff”) and certain venture capital judges in accordance to the criteria stated above to identify the top twelve (12) Submissions regardless of Track.

Following the initial review described in the foregoing paragraph, the top twelve Submissions will then be evaluated based on a discussion among the I&E Staff and venture capital judges on the merit of each top twelve Submission. This deliberation via a discussion will identify the 5 winners of the UC Social Impact Prize.

In the event any of the foregoing reviews produce any Submissions with tied scores, all such Submissions will be re-evaluated and re-scored using fractional points by the I&E Staff or Judges, as applicable, to differentiate the scores for such Submissions.

11. NOTIFICATION OF FINALISTS. Each Finalist will be notified via the email address specified in the Finalist’s Submission, on or about December 15, 2020. The Finalist may also be sent a declaration of eligibility/liability/publicity release (“Release”), and be required to complete and return the Release to Sponsor within the time period specified therein. If Sponsor cannot locate any Finalist within five (5) business days following Sponsor’s first attempted notification, or the Finalist rejects the Finalist Prize (defined below) or refuses to execute the Release (if any), the Finalist Prize will be forfeited and awarded to an alternate Finalist—specifically, the next highest scoring Submission as

scored by the Judges, until all ten (10) Finalists have responded, accepted the Finalist Prize and executed the Release (if any). Sponsor may not and is not obligated to make multiple attempts to contact Finalists. In the event that ten (10) Finalists cannot be identified following reasonable efforts by Sponsor, Sponsor will make a donation to a charity in California equal to the value of the unawarded Finalist Prize(s). Non-compliance with these Official Rules may result in disqualification and selection of an alternate Finalist. In the event of a dispute as to the identity of a Finalist (as defined below), the Finalist will be deemed to be the authorized account holder of the email address listed in the Submissions form.

12. PRIZES.

- a. Applicant Prizes: Each completed application will be awarded \$5,000 in Amazon Web Services credits, which will be distributed and managed by the vendor.
- b. Finalist Prizes: Each of the ten (10) Finalists will be awarded one (1) prize package (each, a "Finalist Prize"), comprised of the following:
  - i. One (1) ticket to attend the Global Corporate Venturing Digital Forum scheduled to be held virtually on January 27, 2021 (the "GCV Digital Forum");
  - ii. One (1) no-charge consulting sessions (up to thirty (30) minutes each) with one of the Judges, as assigned by Sponsor in its sole discretion, prior to commencement of the GCV Digital Forum. Each such session will be conducted by teleconference, and shall be limited to feedback and comments regarding such Finalist's Slide Deck, and contemplated presentations at the GCV Digital Forum; and
  - iii. The right for the Finalist (one person only) to make a presentation not to exceed five (5) minutes to all attendees of the GCV Digital Forum at the GCV Digital Forum.

Ten (10) Finalist Prizes will be awarded in this Challenge – specifically, to the top five (5) scoring Submissions for the Early-Stage Track and the top five (5) scoring Submissions for the Growth-Stage Track. Approximate Retail Value of each Finalist Prize: \$995.

- c. Grand Prizes: The panel of Judges will evaluate the presentations made by each of the Finalists at the UC Startup Innovation Challenge Finale Showcase (January 14, 2021), and will select two (2) "top pitches" (the "Winners"), one (1) Winner from the Early-Stage Track and one (1) Winner from the Growth-Stage Track, solely from the five (5) Finalists from each Track who make such presentations as the Winners of this UC Startup Innovation Challenge. In addition to the Finalist Prize, each such Winner in the applicable Track will be awarded a cash prize of fifty thousand dollars (\$50,000) (each, a "Grand Prize").
- d. UC Social Impact Prizes: Each of the five selected awardees will receive a cash prize of ten thousand dollars (\$10,000) (Each, a "UC Social Impact Prize").

The Application Prize, Finalist Prizes, Grand Prizes, and UC Social Impact Prizes are each referred to in these Official Rules as a “Prize”.

13. PRIZE CONDITIONS. No substitution, transfer, or cash redemption of any Prize, or any part thereof, is permitted. Notwithstanding the foregoing, Sponsor reserves the right to substitute any Prize, or any part thereof, with another prize of equal or greater value should the Prize or any portion thereof become unavailable or unfeasible for any reason. No Winner is entitled to the difference between the stated approximate retail value and the actual price, if any. In the event that any Finalist declines the opportunity to attend or does not make a timely election to attend the Finale Showcase or otherwise declines a Prize, such Finalist forfeits the Prize (and it, or a prize of equal or greater value, will be awarded to an alternate winner, as set forth above). Finalists and Winners may not assign or transfer their Prize, or any part thereof, to another person, business, entity or organization. All activities related to the Prize are at the Finalist’s and Winner’s own risk and subject to any and all applicable restrictions, whether imposed by the entities that govern such activities, by contractual obligations to which Finalist or Winner is already subject and/or by applicable law. Winner is solely responsible for any unspecified expenses related to the Prize, including without limitation and any and all federal, state, and local taxes on the Prize.
14. RELEASE. By entering this Challenge, each Finalist and Winner hereby agrees to release, waive and discharge Sponsor and each of its officers, directors, employees, agents, and other representatives from any and all claims, demands, obligations, causes of action and liabilities which now exist or may hereafter arise that relate in any way to such Finalist’s participation in the Challenge, including from any use, redemption, acceptance, possession, ownership, or misuse of the Prize or any portion thereof, or any participation in any activity, event, or excursion offered in connection with the Prize or any portion thereof.
15. LIMITATIONS OF LIABILITY. Sponsor is not responsible for any liability that may arise from (a) any lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connection, availability or accessibility; (b) any miscommunication or failed computer, satellite, telephone or cable transmission, line, or other technical failure; (c) any jumbled, scrambled, delayed, or misdirected transmission; (d) any computer hardware or software malfunction, failure or difficulty, or (e) any other error or difficulty of any kind, including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, the processing of Submissions, the announcement of the Prizes or in any Challenge-related materials. Sponsor is also not responsible for any incorrect or inaccurate information regarding the Challenge, whether or not caused by tampering or hacking. Any person who tampers with or abuses any aspect of the Challenge, who is in violation of these Official Rules, or who acts in an unsportsmanlike or disruptive manner as solely determined by Sponsor, will be subject to disqualification.
16. GENERAL CONDITIONS. Sponsor reserves the right in its sole discretion to suspend, modify or cancel the Challenge for any reason, including without limitation should any portion of the Challenge be compromised by any technical failure or other factor beyond Sponsor’s control that impairs the integrity or proper functioning of the Challenge. If the

Challenge is cancelled, sponsor may select the Winners from among all eligible entries received prior to such date in a non-random manner deemed fair and appropriate by Sponsor under the circumstances. Sponsor reserves the right in its sole discretion to disqualify any Applicant who is found to be (a) tampering with the entry process or the operation of the Challenge; (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner; (c) acting with the intent to disrupt or undermine the legitimate operation of the Challenge; or (d) acting with the intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Applicants may not enter with multiple identities or use any automated system, bot, or other similar device or artifice to enter the Challenge.

17. **ARBITRATION.** Any and all disputes, claims, or controversies of any kind arising out of or related to this Challenge or these Official Rules (“Claims”) shall, except where prohibited by law, be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association (“AAA”) and conducted before a sole arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA’s Consumer-Related Disputes (collectively, the “AAA Rules”), which provide for, among other things, which party shall pay the administrative, arbitrator and other fees. The arbitration shall be held at a location in the state in which you live or such other location mutually agreed to by the parties. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can decide only Sponsor’s or your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR ANY PRIZE AWARDED IN CONNECTION WITH THE CHALLENGE, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Notwithstanding anything to the contrary in these Official Rules, all parties retain the right to seek relief in a small claims court for claims within the jurisdictional limits of the small claims court. Any such small claims court action shall be in lieu of arbitration or an action in any other court.
18. **GOVERNING LAW.** This Challenge, these Official Rules, and all Claims under the foregoing arbitration provision and the procedures applicable to any such arbitration shall be governed by and construed in accordance with the laws of the State of California without giving effect or regard to any principles or doctrines of conflicts of law.
19. **PRIVACY.** All personal information about you collected through the Challenge will be subject to Sponsor’s privacy policy located at <http://www.ucop.edu/ethics-compliance-audit-services/compliance/privacy/privacy-policies-and-references.html>.
20. **LIST OF FINALISTS AND WINNERS.** To obtain a list of the names of the Finalists and Winners of the Challenge, mail a self-addressed stamped envelope to University of California Startup Innovation Challenge - 2021 (Request for List of Finalists and Winners), Office of the President, 1111 Franklin Street #5105H, Oakland, CA 94607, postmarked no later than December 31, 2021.



**SPONSOR:** The Regents of the University of California, 1111 Franklin Street, #5101, Oakland, California 94607.