



The Better Cotton Innovation Challenge Official Rules



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(Version: November 20, 2019)

1. Legal terms

By participating in the Better Cotton Innovation Challenge(the “Challenge”), the applicants (the “Applicant” or collectively “Applicants” agree to fully and unconditionally accept the Rules and the Sponsors, Administrator, and Judges’ (as defined herein) directions and decisions, which are final and binding in all matters related to the Challenge.

The Rules may incorporate by reference additional terms and conditions or policies stipulated in the Challenge Website (the “Website”) accessible at www.bettercottonchallenge.org. The Rules supersede any other policies and terms and conditions to the extent there is any conflict.

The Challenge and participation in the Challenge are subject to all applicable laws and regulations, and are void where prohibited or restricted by laws. Applicants are requested to understand and comply with the Website Terms and Conditions and Privacy Policy available on the Website.

2. Sponsors and administrators

The Challenge is administered by Better Cotton Initiative (the “Administrator”), Ch. de Balexert 7-9, 1219 Châtelaine, Switzerland; Dalberg Advisors (the “Administrator”), Mezzanine floor, A wing, Barodawala Mansion, 81, Dr Annie Besant Rd, Worli, Mumbai, Maharashtra 400018; The Challenge is sponsored by The Better Cotton Growth and Innovation Fund (the “Sponsor”).

The Sponsor and Administrator, together with the Challenge Judges (Technical Panel and Grand Jury) and the third parties acting on the Administrator’s behalf for the organization, administration, and promotion of the Challenge are collectively referred to as the “Challenge Organizer.”

3. Challenge objective

The primary objective of the Challenge is to identify and test ‘solutions’ – a product, technological, process and service innovations – that can significantly build upon the two identified opportunity areas, namely Customized Learning for Farmers and Efficiency in Data Collection and Documentation. Through this, the Challenge seeks to significantly improve the way trainings on production of better cotton are provided to farmers and the efficiency of data collection for licensing and tracking progress to drive positive results for farmers, the environment and sector.

4. Challenge dates

The Challenge is divided into four main phases:

1. Submission of the online application form,
2. Submission of the detailed proposal following initial screening by the Technical Panel,
3. On-ground testing of the innovation followed by shortlisting of the semi-finalist by the Grand Jury



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The Challenge timeline is below:

Phase 1

20th November 2019: Challenge Launch

15th January 2020: Round 1 Submission Deadline

Phase 2

1st February 2020: Semi-finalists Announcement

1st March 2020: Round 2 Submission Deadline

Phase 3

15th March 2020: Finalists Announcement

1st June 2020: Winners Announcement

The Sponsor and Administrator reserve the right to postpone, extend, terminate, or modify any of the Challenge dates at their sole discretion. In the event of such postponement, extension, termination or modification, Applicants will be notified via email or on the Website.

The Administrator will be the Challenge official timekeeper.

5. Eligibility

A. The Challenge is open only to the following categories of eligible applicants:

- (1) Individual innovators or Teams that are at least 18 years of age who are eligible to participate in any Challenge unless prohibited by law.
- (2) Organizations that exist, are incorporated, or organized or legally-registered in any way at the time of first submission. An organization can be all and any lawfully-formed legal entity operating for profit or not for profit, including governmental and inter-governmental organizations.
- (3) Collaborations or partnerships of organizations ("Teams"). Applications should be made by a single organization who would then sub-contract to its collaborators or partners with the Sponsor's written permission.
- (4) Unless otherwise restricted by the Challenge, the Applicant may be from any geographic area

B. The Challenge is not open to the following categories of applicants:

- (1) Employees, representatives and immediate family (defined as parents, spouses, siblings, children, and first and second cousins) of the Challenge Organizer.
- (2) Organizations involved in Challenge design, promotion, execution, or management.
- (3) Organizations that employ a judge or an individual defined above in (2).

C. General conditions



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An organization / individual can apply on its / their own and/or join one or more Teams. An Applicant can apply for to one or both the opportunity areas, of their choice however, is not allowed to apply more than once in their own capacity / as a Team.

Participation in the Challenge is subject to all applicable laws, regulations, and policies. The Applicants are responsible for ensuring before any submission that they can lawfully participate in the Challenge and that no laws or regulations in their jurisdictions prohibit or restrict their ability to participate. Applicants are also responsible for ensuring that they comply with the laws or regulations of the on-ground solution testing country.

Before any submission, the Applicants are responsible for ensuring that they comply with all the policies that may apply to them, including those prohibiting or restricting their capacity to participate in the Challenge.

6. How to enter the Challenge

To enter the Challenge, the Applicant must fill the online application form available on the link provided on the website. Upon the submission of the application form, the Applicant shall receive an email acknowledgment which shall serve as a confirmation of participation in the Challenge. By submitting the online application, the Applicant acknowledges and agrees that his/her application is complete and accurate, and that the Administrator may reject or close an otherwise qualified Application if any of the information provided were to be assessed, at the sole Challenge Organizer discretion, as incomplete or inaccurate.

The Applicants are responsible for all equipment necessary to prepare and submit the Application on the Website.

7. Application Procedure and Guidelines

Besides the below Application procedures, the Applicants are advised to regularly visit the Website for practical information, tips, and FAQs about the submission procedure and guidelines.

All Applications, as well as each associated document, must be submitted in English. The Challenge Organizer reserves the right to take or not take into account any content not provided in English.

The Challenge application process is divided into three phases:

- Phase 1: Online application form submission
- Phase 2: Detailed proposal submission, if shortlisted after Phase 1
- Phase 3: On-ground testing and impact evaluation report submission, if shortlisted after Phase 2

A. Phase 1: Online Application Form Submission

Submission from November 20, 2019 to January 15, 2020



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The application form shall be completed online form available on the Challenge Website. The list of questions to be answered on the online form will be available on the Challenge Website and can be downloaded. The Applicant(s) must fill the online form in one sitting. Applicants may apply to both the opportunity areas, however, are not allowed to submit multiple entries to the same opportunity area.

By submitting the online form, the Applicant acknowledges that s/he has read and understood the application instructions.

The Challenge Administrator will proceed with the pre-screening of the online applications prior to the start of the judging period. The purpose of the pre-screening is to detect incomplete Applications, to confirm Applicant eligibility or the compliance of the Application with the Rules. This pre-screening phase is not a judging phase and will be performed exclusively for Challenge administration purposes.

In case of significant change of Rules, Guidelines, FAQs or Application instructions, before the end of the Phase 1 Submission Period, the Applicants that had fully submitted their Application at the time of the said change may be contacted and informed of their ability to update their Application if they deemed it needed. The degree of significance of the change will be appraised at the sole discretion of the Challenge Organizer.

Phase 1 of the Challenge will solely be judged on the content of the online application. Any unsolicited information and other content and/or attachments, regardless of their relevance, will not be taken into account.

The shortlisted Applicants invited to submit a detailed proposal in Phase 2 will be contacted through the email address associated with the Applicant Account by February, 1 2020 at the latest. Unsuccessful Applicants will not be notified.

The Challenge Judges' decisions are final and definitive.

B. Phase 2: Detailed Proposal Submission

Submission from February 1, 2020 to March 1, 2020

The specific instructions about the format and substance of the information to be included in the detailed proposal will be provided to the shortlisted Applicant via the Website and/or by other means of communication by March 15, 2020 at the latest. As indicated in Section 11 on Confidentiality, no Confidential Information shall be shared within the Application during Phase 2. The Challenge Organizer will treat any information provided during Phase 2 as non-confidential, even if indicated Confidential in the Application. The Applicant, therefore, acknowledges that no obligation of secrecy is established with the Challenge Organizer during Phase 2.

If requested by the Applicant and if deemed reasonable and necessary in the sole discretion of the Judges and Administrator, a non-disclosure agreement (defined as a contract through which all undersigned parties agree not to disclose information covered in the agreement to third parties, hereafter referred to as an "NDA") may be signed between the Challenge Administrator, the Judges, and the Applicant for selected information in the detailed proposal in Phase 2.



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Detailed Proposal will be assessed for eligibility by the Challenge Judges before being progressed to Phase 3". The Challenge Organizer reserves the right to contact Applicants and ask for revisions to their submission or additional documentation at any time before the Winners announcement. By submitting the detailed proposal, the Applicant acknowledges that s/he has read and understood the application instructions.

C. Phase 3: On-ground Testing and Impact Evaluation Report submission

The specific instructions about the format and substance of the information to be included in the detailed proposal and the impact evaluation report will be provided to the shortlisted Applicant via the Website and/or by other means of communication. As indicated in Section 11 on Confidentiality, no Confidential Information shall be shared within the Application during Phase 3. The Challenge Organizer will treat any information provided during Phase 3 as non-confidential, even if indicated Confidential in the Application. The Applicant, therefore, acknowledges that no obligation of secrecy is established with the Challenge Organizer during Phase 3.

If requested by the Applicant and if deemed reasonable and necessary in the sole discretion of the Judges and Administrator, an NDA may be signed between the Challenge Administrator, the Judges, and the Applicant for selected information in the on-ground testing and impact evaluation report in Phase 3.

The Challenge Organizer reserves the right to contact Applicants and ask for revisions to their submission or additional documentation at any time before the Winners announcement. By submitting the impact evaluation report, the Applicant acknowledges that s/he has read and understood the application instructions.

8. Judging

A. Judging Panel

The online application along with the concept note will be evaluated by the Technical panel which comprises of 8-10 members. Technical Panel includes members from the BCI Global Team, the Better Cotton Growth and Innovation Fund Secretariat, Implementing Partner representatives from the solution trial countries, Agtech experts and investors / funders / retail brands. Validation interviews by the Technical Panel may be conducted to better understand the applicant's responses.

The detailed proposal and the on-ground test impact report will be evaluated by the Grand Jury which consists of Agriculture Experts and Implementing Partners, Better Cotton Growth and Innovation Fund Secretariat, Retailers and Brands, Investors and Funding / Technical partners of the Challenge.

The Technical Panel and Grand Jury will be responsible for evaluating the online application and detailed proposal according to the judging criteria detailed below.

B. Judging Criteria



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The applicants will be evaluated by the Technical Panel and Grand Jury based on seven dimensions detailed below:

- **Impact.** *Is the solution effective?*
- **Adaptive.** *Is it adaptive and improving?*
- **Scalable.** *Is it scalable and replicable?*
- **Viability.** *Is it financially sustainable?*
- **X-Factor.** *Is it novel and new to the BCI programme?*
- **Capability.** *Is the team capable to implement the solution?*
- **Pragmatic.** *Is the on-ground test proposed practical?*

C. Winner selection

The Applicants agree and acknowledge that, considering the broad range of eligible innovations and the multifaceted nature of the opportunity areas, the selection of a winning Application does not depend only on how the said Application compares to the other Applications submitted in the Challenge, but on how it performs against the Judging Criteria and how it addresses the Challenge Objectives.

The judgement and decisions of the Challenge Judges, including the decision on the winning application, is final and binding.

D. Disqualification and Re-allocation of Awards

Any Applicant that fails to comply with the present Rules, to provide requested information or additional documentation in a timely manner, and/or to accurately represent the details of its situation, and/or has conducted him or herself improperly or unlawfully, may be disqualified, such to the sole judgment and discretion of the Challenge Organizer. The Challenge Organizer has the right to disqualify an Applicant even after receiving any award on the basis of the terms mentioned above. The Applicant shall then return such award to Challenge Organizer within five (5) days of request by the Challenge Organizer. The Challenge Organizer has the sole and absolute discretion to reallocate such award.

9. Award

A. Definition

The Sponsor will award up to US\$ 150,000 to one or more Winners. In case of multiple Winners, the split of the award will take place equally.

B. Taxes

The Winner is solely responsible for any and all taxes, fees, expenses, and reporting associated with receiving the award.



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C. Challenge Organizer rights

In addition to rights described elsewhere in these Rules or provided by law or regulation, the Challenge Organizer reserves the right to:

- (i) Request further information, more comprehensive development, or additional documentation (including, but not limited to, information regarding Applicants' technology, financials, and business model) at any time before providing the award; to disqualify applicants if the information shared by them is false.
- (ii) To award none, one, or multiple Winners;
- (iii) To accept Applications in their entirety or to select only portions of Applications for award;
- (iv) To disqualify Applicants from any award should they fail to abide by the letter and spirit of the Rules, to provide requested information or additional documentation in a timely fashion, or if the Challenge Organizer believes it is in their best interest to do so.

10. Intellectual property rights (IPRs)

A. Definition:

IPRs refer to copyright and related rights, software, database rights and other Sui Generis rights, patents and rights to claim priority, utility models, industrial designs, trademarks, business names and other designation, indications of origin, unfair competition, trade dress, goodwill, passing off action, rights to use and protect confidential information such as business secret and know-how, or all other intellectual property assets, whether registered or unregistered, including rights to apply for and/or be granted, renewals or extensions.

B. General conditions:

Except for the license described below, any actual IPRs related to the Application and/or the innovation described in the Application remain the property of the Applicant. By submitting an Application, the Applicant is not granting to the Challenge Organizer any rights related to the innovation or technology described in the Application, and the Challenge Organizer makes no claim of ownership on any IPRs that it may contain.

However, by submitting the detailed proposal in Phase 2 and conducting the on-ground test in Phase 3, Applicants do grant to the Sponsor and Administrator and their affiliates, a non-exclusive, free, irrevocable, worldwide, and perpetual license to use and reproduce all or part of the Application information in connection with the Challenge. Applicants notably, but not only, grant the right to:

- Publicize, reproduce, adapt or otherwise display in any media or format the Application and Applicant name and a reasonable amount of information about the innovative solution and the sustainability model provided.
- Use or reproduce in any ways on the Website and in any other media or format, their legal name, trademark, service mark, and/or trade name, and any or all of the Team members when applicable.
- Use their name, likeness, and image in any media or format and in any location worldwide.



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If requested by the Applicant and if deemed reasonable and necessary by the Judges, an NDA may be signed between the Challenge Administrator, the Judges, and the Applicant for selected information in the detailed proposal and on-ground testing impact report in Phase 2 valid until the end of the of the Challenge.

Nothing in the Rules grants to the Applicant, or any of the Team Members when applicable, a right or license to use the Challenge Organizer's name, trademark, service mark, and/or trade name. However, a literal mention of the Challenge and the Sponsor or Administrator name is allowed in relation to the Challenge as long as it creates no confusion about the nature of the relationship between the Applicant and the Sponsor or Administrator.

11. Confidential Information

A. Definition:

Confidential information refers to any nonpublic information pertaining to any aspect of the Applicant's solution as mentioned in the Application, as designated by the Applicant and accepted by the Challenge Organizer.

B. General conditions:

Applicants undertake not to disclose any confidential information during the Challenge. It is agreed that, with respect to the Application, that no obligation of secrecy and no confidential relationship is established between the Sponsor, Administrator, and/or the Judges and the Applicant, the persons and entities the Applicant represents when submitting the online application, the detailed proposal and during the on-ground testing. Furthermore, the Applicant agrees that a reasonable amount of information related to the Applicant's Application may be made public as per Section 10.B.

12. Warranties

By submitting the Application, the Applicant represents and warrants that, to the best of the Applicant's knowledge, all information submitted within your Application is true and complete, that the Applicant has the right and authority to submit the Application on behalf of the persons and entities the Applicant represents, and that:

- i) The Application is the Applicant's own original work, and/or the original work of the persons and entities the Applicant represents, and/or is done with the authorization of the owner(s) with proper credit given within the Applicant's Application.
- ii) The Application does not contain any confidential information or trade secrets from the Applicant or a third-party.
- iii) The Solution does not and will not violate or infringe upon the IPRs (including, but not limited to, patents, utility models, industrial designs, trademarks, and copyrights), confidentiality rights, privacy rights, or other legal rights of any third-party, including, but not limited to, any contractual rights.
- iv) The Solution does not trigger any undisclosed reporting or royalty obligation to any third party.
- v) The Application does not violate any applicable law, statute, ordinance, rule, or regulation.



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vi) The Solution is not the subject of any actual or predicted litigation or claim.

Any breach of warranty will result in invalidation of the Application and indemnification of Sponsors and administrator against all claims, losses, damages, and expenses (including, without limitation, reasonable attorney fees and court costs) incurred from the breach.

13. Limitation of Liability

By entering and applying to the Challenge, the Applicant agrees to indemnify, defend, and hold harmless the Challenge Organizer and their affiliates, subsidiaries, agents, representatives, shareholders, and employees from and against all and any claims (including claims related to the infringement, misappropriation, or violation of a third-party's IPRs and/or confidential information), actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Applicant's participation in the Challenge.

The Challenge Organizer and their affiliates, subsidiaries, agents, representatives, shareholders, and employees are not liable to any Applicant for any direct, indirect, incidental, consequential, or punitive damages, however, caused or resulting from the following:

- (i.) The use or the inability to use the Challenge Website.
- (ii) The Application to the Challenge.
- (iii) Unauthorized access to or alteration of Applicant data and Application content.
- (iv) Any other matter relating to the Challenge.

These limitations shall not apply in case of damages due to deliberate wrongdoing or gross negligence by the Challenge Organizer. Since some jurisdictions do not permit the limitation of liability, all or part of the above limitation may not apply to you.

For the purpose of clarity, the Applicant acknowledges that the Challenge Organizer is not responsible for any incomplete, late or misdirected Application that would be caused by a communication or Information Technology failure (such as delays or interruptions in transmission, malfunctions of network, servers or any equipment and services related to the Challenge, viruses, incorrect content, loss, or deletion of data). These limitations shall not apply in case of deliberate wrongdoing or gross negligence by the Challenge Organizer. The Challenge Organizer may at his/her sole discretion, and in respect of fairness and equity, decide if an incomplete, late, or misdirected Application shall be allowed or not.

By entering the Challenge, you agree to these Rules and to all decisions of Challenge Organizer, which are final and binding in all respects. The Challenge Organizer reserves the right at their sole discretion to extend or modify the dates of the Challenge and to change the terms of these Rules.

14. No obligation

By submitting the Application, you acknowledge and agree that:



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i) The Challenge Organizer is not required or obliged in any way to take any action whatsoever with regard to your Application.

ii) Multiple participants may submit applications that include ideas, hypotheses, concepts, designs, knowledge, or technologies comparable or similar to the Applicant's own Application and that the Sponsors, the administrator, and/or their affiliates, subsidiaries, agents, business partners, and employees may already be investigating or developing technical solutions or business models that are related or similar to those that that Applicant discloses in your Application.

iii) The Sponsor's decision regarding another Application to the Challenge, even if similar to the Applicants, shall not create among the Sponsors, the administrator, and/or their affiliates, subsidiaries, agents, business partners, and employees any liability to the Applicant and/or the persons or entity the Applicant represents. The Sponsor and administrator shall not be restricted in any way from, directly or indirectly, supporting, pursuing, developing, exploiting, or distributing, in any country, any technology, technical solutions, or business models that are created independently of the Applicant's Application.

15. Cancellation-modification

The Sponsors and Administrator reserve the right, at their sole discretion and without notice, if justified by circumstances or events beyond their control, to postpone, extend, or modify the Challenge Period and its constituent phases, and/or to cancel the Challenge in whole or in part.

The Sponsors and Administrator reserve the right, at their sole discretion, to modify at any time the terms of the Official Rules governing any portion of the Challenge, and the Terms and Conditions or Policies stipulated in the Website, without prior written notice to the Applicants.

The changes to the dates or terms will be effective immediately upon notice to the Applicant through the email associated with their Application or by any other means deemed acceptable by the Administrator.

The applicant acknowledges that the Website content, may be changed and updated by addition, deletion, or modification of content. The Applicant will not be notified of such changes and updates.

16. Severability

The invalidity or unenforceability of any provision of the Rules shall in no way affect the validity or enforceability of any other provision. In the event that any of the provisions are deemed unenforceable, illegal, or otherwise invalid, the remaining provisions shall remain in effect and be enforced as fully as possible as if the unenforceable, illegal, or otherwise invalid provision was not contained herein.



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17. Additional information, FAQs, and contact information

If you have any questions about the Challenge that would not be answered by these Official Rules, please check the Website content and notably its FAQs. If your question or concern remains unanswered, please submit it to us by email at the following address: info@bettercottonchallenge.com. If applicable we will answer your concern directly, and may update the FAQ accordingly.