

## Terms and Conditions

**The European Hydrogen Regions Initiative is led and funded by the Toyota Mobility Foundation, in partnership with Spilett GmbH. Please read these terms and conditions carefully before submitting an entry. By submitting an entry, you accept these terms and conditions and agree to comply with them.**

### 1. Participating in the Initiative

- 1.1 Entries received by the relevant deadline will be assessed against the relevant entry criteria set out in the promotional materials for the Initiative. Late entries, entries that do not meet the eligibility criteria, and entries in languages other than English will not be accepted. We are not responsible for and will disregard entries which are lost, incomplete, damaged or late due to computer, network or telecommunications failure based on third party telephone or data networks.
- 1.1 Employees of Toyota Mobility Foundation and Spilett, other individuals working on the Initiative, and their immediate families, are not eligible to enter. Unless otherwise stated, you must bear all your costs of entering and participating in the Initiative, including travel costs. You may make multiple entries to the Initiative provided you complete a separate entry form for each entry.
- 1.2 Eligible entries will be assessed against the relevant selection criteria. Entries may be shortlisted and asked to complete further challenges as described in the promotional materials. Performance will then be assessed against the relevant selection criteria.
- 1.3 We will use the contact details you provide to contact you about the Initiative. All communication between you and us in relation to the Initiative must be in English. If you don't respond within 14 days, or if you subsequently withdraw or are withdrawn from the Initiative for any reason, we may select another entry in your place but are not obliged to do so.
- 1.4 The selection committee's decision about eligibility, shortlisting and selection, including the validity of any claims and data submitted, is final. Correspondence will not be entered into. The selection committee may at their sole discretion decide not to select any winners where no entry meets the relevant criteria.
- 1.5 Subject to the terms and conditions of the next Stage 2, any Initiative funds to be awarded shall be used exclusively to promote industry, commerce, and social enterprise that advances safe, inclusive and sustainable solutions fit for the future and aligned with Toyota Mobility Foundation's core principles. Toyota Mobility Foundation reserves all rights to require additional applicable terms for the Initiative as made available and effective when posted on the Initiative website. Any Initiative funds awarded will be paid in Euro and the prize winner is responsible for payment of all tax and other charges as may be applicable in relation to the application.
- 1.6 We reserve the right at our sole discretion to refuse any entry or to make no award if none of the entries meet our required standards. We may also vary the form or substance of the Initiative (including deadlines, event dates and the number of entries selected for as we deem appropriate in the circumstances to ensure the success of the Initiative. We may also suspend or withdraw the Initiative if funding is withdrawn or we judge that the Initiative will no longer achieve its aims. We reserve the right at our sole discretion to remove you from the Initiative if

you do not comply with these terms and conditions, if you cheat or behave in a way which is disruptive, inappropriate or potentially dangerous, if you fail to participate fully or do anything to damage the reputation of the Toyota Mobility Foundation or our partners.

- 1.7 We welcome applications from a diverse mix of entities, including teams from public and private organisations, however, all entries should either come from, or be endorsed by, a city government, or a local or regional agency with responsibility and authority to act on behalf of that city, government, or local or regional agency (this may also include a public-private partnership with responsibility for public services). Please refer to the eligibility criteria for entrants listed on the Initiative website.
- 1.8 If you are entering a joint application with another organisation or a team of organisations, you must nominate a lead organisation. The lead organisation is responsible for making sure that all joint applicants are aware of and comply with these terms and conditions and all relevant application information on the Initiative. Organisations entering the Initiative as part of a joint application shall be jointly and severally liable for their obligations under these terms and conditions.
- 1.9 We reserve the right to vary these terms and conditions at any time. Variations will take effect from the date they are posted on our website, if you already applied we will inform you proactively.

## **2. Your Promises to Us**

2.1 To participate in the Initiative, you must:

- satisfy the relevant eligibility criteria and ensure that all information submitted by you is true, accurate and complete. We reserve the right to ask for additional evidence of claims made by you, to validate claims by any means we see fit and/or to reject claims at our sole discretion;
- submit a proposal which is your own original idea and not copied from anyone else;
- have, or will obtain, all authorizations, consents and permissions necessary to submit your entry, carry out your proposal and comply with these terms and conditions;
- ensure that your entry will not infringe any intellectual property or other third-party rights or breach any contractual obligation. We may withdraw your entry if we receive notice that it infringes any third-party rights;
- act lawfully, ethically and in good faith and comply with the rules of the Challenge and any relevant laws, regulations, guidelines and codes of practice;
- comply with our reasonable instructions while participating in the Challenge, including in relation to health & safety and security.

2.2 If you are entering as part of a group or team, the person completing the entry form is responsible for making sure that other team members comply with these terms & conditions.

## **3. Information and Publicity**

3.1 You will retain your intellectual property rights in your entry to the Initiative.

3.2 We will use information which you provide, including your personal details, to process your entry to the Initiative, to administer the Initiative, to let you know about other Toyota Mobility Foundation events and activities or to evaluate the Initiative. We may share your personal

information with our partners and anyone helping us to run or evaluate the Initiative, subject to appropriate obligations of confidentiality and data protection.

- 3.3 We may carry out publicity and promotion for the Initiative and publish our research and evaluation in relation to the Initiative. You agree to participate in publicity for the Initiative and consent to the use of your name, a summary of your proposal, and photographs/recordings of your participation in the Initiative in promotion and publications in any media and online. Before publication, we will take into account your concerns about confidentiality and intellectual property rights in your entry.
- 3.4 Any public statements made by a shortlisted entrant or winner in relation to the Initiative during the Initiative and for the following year must acknowledge the support of the Toyota Mobility Foundation and our partners and must be approved by the Toyota Mobility Foundation in advance.

#### **4. Limitation of Liability**

To the fullest extent permitted by applicable law, the Toyota Mobility Foundation excludes all liability for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses arising from your participation in the Initiative or your reliance on statements made or advice given by us, our partners or contractors. If you submit any materials or items as part of your entry to the Initiative, this is at your own risk. The Toyota Mobility Foundation gives no undertakings to keep safely, maintain or return any materials or items.

#### **5. Governing Law and Jurisdiction**

These terms and conditions shall be governed by and interpreted in accordance with the laws of Belgium and you hereby submit to the exclusive jurisdiction of the Belgium courts.