

TERMS AND CONDITIONS
SANTANDER X GLOBAL CHALLENGE | Countdown to Zero

1. ORGANISER

Banco Santander, S.A. ("Banco Santander" or "Santander" or the "Promoter"), with registered office at Paseo de Pereda 9-12, 39004 Santander, Spain; with tax no. A-39000013; and entered into the Santander Mercantile Registry Sheet 286, Folio 64, Companies Book no. 5, Entry 1, via the Santander Universities corporate area, acting as Promoter, hereby announces the "Santander X Global Challenge | Countdown to Zero, ("Challenge"), in collaboration with Oxentia Foundation Limited ("Oxentia").

Banco Santander has developed the Santander X platform, a global, collaborative, flexible and open platform that helps to generate and drive an innovative, knowledge-based ecosystem of entrepreneurship with a real impact on economic development and social well-being. The platform aims to fulfil the needs that arise during the different stages of the entrepreneurial process, including activation, to help awaken the talent and capacity for innovation; connection, to facilitate the interrelationship with the different agents that make up the entrepreneurship and innovation ecosystem; and acceleration, to help boost entrepreneurial projects through growth-support programs, business scaling and internationalization. The platform is embodied and represented in a web platform (available at <https://www.santanderx.com/>) in which the different agents involved in the ecosystem form groups and interact, and which provides a diverse and structured array of resources for the promotion of entrepreneurship ("Santander X" or the "Website").

These terms and conditions (the "Terms and Conditions") set out the basis on which the Challenge will be operated.

2. PURPOSE

The Challenge aims to enhance startups and scaleups (the "Participants"), as further detailed in section 4 below). It will reward and support innovative solutions to the sustainability-related challenges arising from carbon emissions and will drive accelerated progress towards new solutions that will create lasting social and economic impact for the environment and millions of people around the world.

To this end, Participants must submit a project in response to at least one of the following:

- *ON THE TRACK: How can your solution play a critical role in the future of mobility net zero carbon emissions?*
- *ON THE MOVE: How can your solution help transportation become more environmentally friendly? Could your solution address challenges from the various uses of trucks, ships & aero planes?*
- *BALANCE TO ZERO: How can your solution create credible offsets and breakthrough CO2 sequestration, capturing and utilisation programs?*

In accordance with the criteria described below, through this Challenge, the winning Participants will receive the following benefits from Oxentia, where relevant in collaboration with Santander, EIT InnoEnergy and/or Formula One Marketing Limited ("FOML") (as further detailed in clause 3):

- Financial support for the development of their solutions.
- Promotion to drive local and global visibility and acknowledgement of the winning solutions through some of Santander Group portals and social media channels.
- Invitation to one team member per Winning Participant to Mexico where the awards ceremony will be held.

- Membership to SX100, an entrepreneurial community of Santander X where members are provided with valuable experiences and/or useful connections to be able to progress with their businesses.
- Access to EIT InnoEnergy Innovation Engine to design and support the Winning Participant's acceleration roadmap to growth
- The opportunity to present and pitch its entry to FOML personnel.

3. DESCRIPTION AND SCOPE OF THE CHALLENGE

At the end of the Challenge selection process, three startups and three scaleups will be chosen from each of the two challenge categories (startup/scaleup), meaning there will be a total of six winners (the "Winning Participants") that can enjoy the following prize:

3.1. Description of the prize for each of the Winning Participants

- A cash prize of ten thousand euros (€10,000) for the development of each of the three entrepreneurial solutions presented by each startup, and a cash prize of thirty thousand euros (€30,000) for the development of the entrepreneurial solution submitted by each scaleup (in each case the "Cash Prize")* provided by Oxentia.
- Invitation to one team member exclusively per Winning Participant to Mexico where the awards ceremony will be held. The invitation includes a ticket to the 2022 Formula One Mexican Grand Prix provided by Santander, travel expenses to Mexico, accommodation expenses for three nights and local transportation to the awards ceremony, all such expenses covered by Santander. Concrete details will be shared with the Winning Participants at the appropriate time.
- Organization of an online pitch by each of the six Winning Participants where they will have the opportunity to present their solutions to FOML personnel.
- Dissemination, where appropriate, of the Winning Participants via Santander Group social media and websites particularly via https://www.santander.com**, where the name of each of the Winning Participants will be mentioned along with a brief description of their winning solution, logos and links to their website.
- Access to SX100, the community of Santander X top startups and scaleups, where members are provided with valuable experiences and/or useful connections in order to progress with their businesses.
- Design of the business acceleration roadmap of the Winning Participants by EIT InnoEnergy's experts and access to funding for the growth.

* The Winning Participants undertake to (i) allocate the entire Cash Prize to developing the solution that was submitted to the Challenge and declared a winner; (ii) market the solution submitted to the Challenge in no more than ninety calendar days from the time the Cash Prize is paid; and (iii) receive the Cash Prize from Oxentia Foundation Limited ("Oxentia") in a bank account held with Santander Group. The Winning Participants may have to provide supporting information where required.

** The Participants can find the rules and regulations of <https://www.santanderx.com>.

3.2. Taxation of prizes

The prevailing tax legislation will apply to the Cash Prizes and Oxentia will be entitled to deduct any withholding/other applicable tax from the Cash Prize in accordance with applicable tax legislation.

3.3. Geographical scope

The Challenge is open to applicants who are a national or resident of one of the following eleven geographies: Argentina, Brazil, Chile, Germany, Mexico, Poland, Portugal, Spain, Uruguay, the United Kingdom and the United States of America.

4. CANDIDATES

4.1. Participant requirements:

At least one of the members of each Participant's team must have an advanced level in English for the correct development of the Challenge. Also, the Participants must meet and document the following requirements:

Startups

- Must be legally incorporated.
- Meet at least one of the following criteria:
 - Currently marketing a product/service that does not exceed annual sales revenue of \$300k.
 - Have raised capital between \$100k and \$1m.
 - Have between 2 and 25 full time employees.
- Be technology based: focused on the development and/or manufacturing that uses leading edge scientific or technological knowledge systematically to produce new goods or services to the market.
- Be innovative: the solution includes a feasible and credible new technology, new technology application, new business model, or a new process. The maturity of the technology is referenced along with any patents or IP strategy associated with the solution.

Scaleups

- Must be legally incorporated.
- Meet at least one of the following criteria:
 - Currently marketing a product/service with over \$300k annual sales.
 - Have raised over \$1m of capital.
 - Have over 25 full time employees.
- Be technology based: focused on the development and/or manufacturing that uses leading edge scientific or technological knowledge systematically to produce new goods or services to the market.
- Be innovative: the solution includes a feasible and credible new technology, new technology application, new business model, or a new process. The maturity of the technology is referenced along with any patents or IP strategy associated with the solution.

Exceptions:

- If the company meets the scaleup criteria, but has less than two years since their legal incorporation then it will be considered a startup.
- If a company has already won a previous Santander X Global Challenge (in the same startup or scaleup category they are applying for), then they won't be considered eligible.

4.2. Registration:

Participants must register and officially submit their response to the Challenge via the Website between 23.59 (CET) on 28th June and 23.59 (CET) on 08 September 2022, although the Promoter may extend this period if they see fit.

The application form is intended to help Participants introduce themselves and their projects, and to gather the contact details required for the Participant selection process. The Promoter reserves the right to reassign the Participants' project to one of the two areas (startup or scaleup), if deemed appropriate by the Evaluators (as defined below) involved in the Phase 1

selection process. This decision will never harm the assessment of the Participants' projects.

To strengthen their project, Participants have the **option** to attach:

1. A link to a video presentation of their project, which should last between three and five minutes
2. Photographs of the project
3. Any other "media" and/or "audiovisual" material related to the project that could be of interest.

5. SELECTION CRITERIA

5.1. Phase 1: Pre-selection of sixty projects by Evaluators.

After registration, from June 28 to September 12th, 2022, the Participants' applications will be evaluated by a group of people who are website collaborators and are experts at selecting and evaluating business opportunities (the "Evaluators"), and who will be helping with the Challenge.

The Evaluators will have been invited to take part in the selection process by the Promoter and must register on the Website.

The following factors will be evaluated in the pre-selection of the Participants' projects:

- Potential for impact: the implementation of the proposed solution has the potential to impact the environmental sector in a responsible and positive way that adds significant value to society.
- Quality of innovation: the solution includes a feasible and credible new technology, new technology application, new business model, or a new process. The maturity of the technology is referenced along with any patents or IP strategy associated with the solution.
- Viability: the implementation of the solution is feasible, and the team has a plan for a particular demographic of the challenge. A clear business model has been presented with appropriate objectives.
- Scalability: there is a clear vision to scale, which is appropriate for the sector, and the team have made progress on the solution deeming it highly likely for scaling to be successful.
- Competitive advantage: the solution is justified as unique with detailed awareness of how this compares to and exceeds competitor products or services. Evidence of sufficient market analysis and traction presented.
- Team structure: The Participant presents a well-rounded, collaborative team covering all the pillars applicable to the Participant's business.

The following factor will be considered as an underlying factor throughout the duration of the Challenge.

- Potential benefits of Santander X's resources: how implementing the proposed solution will benefit from the wide range of resources that the Santander X ecosystem can offer.

The Evaluators will complete this evaluation process on the Website.

5.2. Phase 2: Selection of the 20 finalists:

From September 22nd to 30th, the projects submitted by the sixty (60) best-rated Participants, as chosen by the Evaluators, will be reviewed by experts from Oxentia's network, innovation experts from Santander Group, and experts from EIT InnoEnergy among others so that the accuracy of the data presented may be validated (the "Experts"). Oxentia may contact the Participants to ask for clarification about the project submitted to check the information

provided and ensure quality uniformity among finalist Participants. The sixty (60) best-rated Participants must fill in all the additional information required of their projects through the Website. If any inconsistency or new important information with a possible impact on the project is found, the Experts will choose the next best ranked Participant and complete the same validation process. The top twenty (20) solutions will then be chosen, by the Evaluators in line with the areas listed under "Purpose" in these Terms and Conditions.

The list of twenty (20) Participants pre-selected during Phase 2 will be published on the Website, on Santander Group's portal at <https://www.santander.com>, and the Participants will receive a notification email to inform them they have progressed to the next phase. If they are not selected, the Participants will be sent an email to thank them for taking part.

5.3. Phase 3: Selection of the six Winning Participants by a Jury.

From September 30th, 2022, the twenty (20) Participants pre-selected in Phase 2 will receive up to 3 hours of coaching from the Oxentia network of experts on topics that may be useful for the development of the Participants' projects and help them prepare an online presentation of their project before a jury ("Jury"). This Jury will be made up of personnel from FOML, EIT InnoEnergy, and senior management from the Santander Group. The Website will provide information for the pre-selected Participants regarding the online platform to be used for this Phase 3. The use of the various online platforms admitted for presentation of the projects will be governed by their own legal terms and conditions and privacy policies. Participants are advised to read any such terms and conditions carefully before using the resources. Banco Santander will be held harmless for any misuse of these resources by the Participants.

From October the 6th, the Jury will evaluate the entries from the remaining twenty (20) Participants and will choose the six (6) Winning Participants based on the following criteria and, where applicable, their respective weight:

- Content of the presentation document, which must contain at least the following:
 - o Potential for impact: 20%
 - o Quality of innovation: 20%
 - o Strength of business & financial model: 20%
 - o Potential for growth and scaling: 20%
 - o Quality of pitch: 20%
- Planning and management of the Challenge's Cash Prize
- Clarity and quality of Q&A replies
- Dynamic nature of the presentation
- Structure and narrative
- Compliance with the presentation criteria that will be announced on the Website in advance

The Jury reserves the right to award an "honourable mention" to any finalists who, due to their high quality, almost drew with the 3 winners in each category, and invite them to access Santander X 100.

6. INDUSTRIAL AND INTELLECTUAL PROPERTY

6.1. Intellectual property regarding the material submitted for presenting the project

To participate in the challenge, section 4 of these Terms and Conditions states that Participants may optionally submit videos, photographs and other audio-visual materials to enhance their application ("Material" or "Materials").

By submitting the Materials, the Participant accepts and guarantees that: (a) the Participant is the sole proprietor of the Materials; (b) the Materials do not infringe any third-party rights (including

intellectual property rights); (c) any third party appearing in the Materials has given proper consent to the Participant to being photographed or filmed and used as permitted in this document; and (d) all the information supplied by the Participant in the Materials is true and accurate (Banco Santander, S.A. reserves the right to request authorization from any third party included in the Material at any time, with no kind of payment or consideration from Santander); (e) the Materials do not involve any defamation or libel against any person, company and/or association; and (f) the Materials do not contain any prohibited components, such as viruses or spam, or links to the same.

The Participant is solely responsible for the Material submitted and holds Banco Santander and its partners harmless against any claims (judicial or extrajudicial) that arise or may arise as a result of using it.

By supplying these Materials, the Participant grants the Promoter a non-exclusive, irrevocable and royalty-free license to use, reproduce, publish and display all or some of these Materials, anywhere in the world and in any format, medium or technology known at the present time or subsequently created, over a period of five years, in order to publicise the Challenge, via all internet channels, and on the websites and social media profiles of Banco Santander, S.A.

The Participant agrees to allow Santander to use the Material in any way, provided this does not infringe the moral rights of the Participant, and agrees not to lay claim to their moral rights (wherever these rights are recognised) with respect to acting against Santander or its assignees, licensees, or successors.

6.2. Branding and distinguishing signs

In adherence to these Terms and Conditions, the Participant grants Banco Santander a non-exclusive global license to reproduce, distribute and publicly disclose any content belonging to the Participant that it may submit for its participation in the Challenge, particularly entity logos, which will be published on Banco Santander Websites and social media to publicise the Challenge. For this purpose, the Participant states and guarantees that it is the sole owner of the intellectual and industrial property rights in the content provided, or is fully entitled and authorised to make use of all rights regarding the referred to content, and to grant rights and licenses in relation to any third-party material and/or content that appears or is included in it, and is therefore responsible for reviewing and obtaining all permits, licenses and authorisations required for this license. The Participant will hold Banco Santander harmless against any claim or complaint that Santander's use of the content in accordance with the terms of these Terms and Conditions, infringes the intellectual property rights of any third party.

7. PUBLICATION OF WINNING PARTICIPANTS

The names of the Participants selected in Phase 2 of the Challenge will be published on the Website, on the Santander Group portal at Santander X and <https://santander.com>.

The names of the Winning Participants will be published on Santander Group's portal and on Santander Group's social media, after the announcement of the Winning Participants at a prize-giving ceremony at the Mexico Grand Prix on the weekend of October 28th to 30th, 2022.

The decision concerning the final prize may lead to the organisation of various communication activities by Promoter for announcing the results of the Challenge and for promoting and publicizing the projects of the Winning Participants.

In particular, with respect to the use of image, the Participants state:

1. They have read and accepted these Terms and Conditions of the Challenge.

2. Pursuant to the above, they authorize Banco Santander to use, indefinitely and worldwide, the image of all and any members of the Winning Participants (the "Image"), their appearance, names and surnames and any statements and interpretations they may make (the "Statements") for exploitation purposes and, especially, the rights to reproduce, distribute, publicly announce and transform them, wholly or partially, in any format or medium and via any system, procedure or model known at the present time or that may be developed in the future, either internally or externally, including, but not limited to, the following types of exploitation:

a) Advertising exploitation, i.e. the right to use the image and/or the Statements to promote the Challenge.

b) Printed edition, i.e. the right to publish the image and/or the Statements on paper for distribution in magazines, brochures, postcards, books or any other format that allows them to be disseminated on paper or similar by distributing copies.

c) Video exploitation, i.e. the right to exploit and distribute the image and/or the Statements for non-commercial viewing by consumers via video systems, where the consumers are free to control when and how often they wish to view the material.

d) Television exploitation, i.e. the right to broadcast, disseminate and exhibit the image and/or the Statements on free-to-air television and cable television, which requires some form of payment to view its programming, including high-definition, digital and analogue television, VOD and PPV (pay-per-view), whether broadcast via a terrestrial transmitter, cable, satellite or any other means.

e) Online exploitation, i.e. the right to distribute the Image and/or the Statements via computer networks integrated through the use of any protocol, whether currently known or developed in the future, including, but not limited to, "Internet" protocol, or any successive or similar technology used to access those computer networks and view the Image on any viewing device, including Banco Santander social media profiles.

f) Radio exploitation, or by any other medium or procedure that allows wireless transmission via waves of the voice of the Statement via terrestrial or satellite networks, whether using analogue or digital technologies.

3. The rights referred to in the preceding section are granted with no receipt of any consideration whatsoever and the Participant waives any claim for the same and releases Banco Santander from any liability in relation to any claims concerning the grant of rights that may be submitted by the owners of the rights or by third parties.

8. PERSONAL DATA PROTECTION

The following is the basic information of the Privacy Policy applicable to the Challenge available on Santander X platform <https://www.santanderx.com/legal/v1/privacy>

The Data Controller is Banco Santander S.A ("Santander"), with postal address Ciudad Grupo Santander. Avda de Cantabria s/n, 28660, Boadilla del Monte (Madrid), España and contact details of data protection officer: dpo@universia.net.

As a consequence of the registration of the participants to the present Challenge the basic purposes that affect them of the Privacy Policy are the following:

Purpose of processing	Legal basis
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To create your account in Santander X and allow you to use it to identify yourself and access and use the Service.	The performance of a contract arising from the acceptance of the Terms for Users.
Transfer of Data to the Institution organising the Challenge and/or the Institutions that promote or sponsor the Challenge. Santander transfers the personal data provided by users at the time of registration to this Challenge to: <ul style="list-style-type: none"> • Oxentia Foundation Limited 	The performance of a contract put in place through acceptance of the Terms of Service for Users and the Terms and Conditions of the Challenge.
Fulfilment of legal obligations.	Compliance with the obligations imposed by law.

Users have the right to access their data, as well as to request the rectification of inaccurate data, the limitation of its processing, the portability of their data or, where appropriate, request its deletion when, among other reasons, the data is no longer necessary for the purposes for which it was collected, as well as not to be subject to automated individual decisions. Likewise, users have the right to withdraw their consent for the purposes for which it was given at any time.

Users may contact dpo@universia.net to exercise their rights or, where appropriate, by mail to Avda de Cantabria s/n, Santander Universidades, 28660 Boadilla del Monte (Madrid), Spain, providing proof of identity.

However, we recommend reading the Privacy Policy available on the Santander X platform (<https://www.santanderx.com/legal/v1/privacy>) for a better understanding.

9. LOSS OF STATUS AS CANDIDATE OR WINNER

Participants may be excluded from the Challenge at any time and, if they are a Winning Participant, their prize may be withdrawn, if they are affected by any of the following situations:

- Conflicts with Banco Santander, it being understood that this situation will apply to any Participants that are disqualified for any legal reason or involved in judicial proceedings or any other situations of conflict with Banco Santander or situations that could potentially damage the Promoter's or its partners' reputation.
- Using the Cash Prize given to the Winning Participants for a purpose not relating to developing the solution submitted in the Challenge.
- No longer complying with Santander Group values, as the Participant may not perform any actions that are contrary to these values.

Non-compliance with the above obligations may entail the Participants' expulsion from the Challenge and the compulsory refund to Oxentia of the Cash Prize.

10. ACCEPTANCE OF THE TERMS AND CONDITIONS

Participation in this Challenge entails compliance with and full acceptance of these Terms and Conditions.

Banco Santander reserves the right to amend these Terms and Conditions at any time, and/or to cancel the Challenge, although it undertakes to announce the new Terms and Conditions, or the definitive cancellation of the Challenge, with sufficient notice.

Decisions by the Evaluators, the Promoter, other participants and the Jury will be final, and must be accepted by all Participants.

Evaluators, Experts and the Jury may be replaced in the event of a conflict of interest.

11. APPLICABLE JURISDICTION AND LEGISLATION

These Terms and Conditions are regulated by Spanish law and any dispute in relation to them will be resolved by the courts of Madrid, Spain.