

Agro UP!

The place to make your ideas grow

**Challenge Agrotech Legal Basis
of Participation**

1. Introduction

Agro UP! is the **Agrotech Challenge** that aims to identify prototypes and innovative projects born from the academic environment, and that seek to develop as new startups.

Telefónica Digital España, S.L.U. (hereinafter, "Telefónica") from its Open Innovation Campus initiative, and together with **MENTTORIZA HUB S.L.** (hereinafter, "Menttoriza") as a collaborating entity (hereinafter identified as "Organisation"), propose this challenge, aware of the need for continuous innovation in an essential sector. Together they will explore ecologically sustainable, precise, efficient, innovative and disruptive solutions to ensure that agriculture and livestock farming, both present and future, face and resolve the necessary changes.

2. Collaborating Entities

Open Innovation Campus is the two-way connection bridge of open innovation between Telefónica and the academic ecosystem, for the joint development of research projects, the promotion of programmes and proposals for the educational progress of students through an Innovation Plan for talent, as well as formalising collaboration agreements to strengthen the development of ideas that seek to transform important sectors of society through innovation.

Menttoriza promotes brilliant ideas for a better world, acting as a vertical accelerator of technological projects in three specific verticals, the primary, logistics and energy sectors, providing support and resources according to the stage of the idea or project with incubation, acceleration and financing.

2. Agro UP! Target audience, requirements

Agro UP! is the place to make your ideas grow and is aimed at the entire **academic, innovative and scientific ecosystem whose objectives include initiating and developing their next steps as a start-up from Spain.**

Applications will be accepted from teams made up of university students, vocational training students, student research teams, graduates and/or alumni, Spin-Offs, and scientific and innovation teams and groups whose proposal aims to transfer knowledge, technologies and/or research results to the market and society, forming a new start-up company.

Participants must be of legal age.

3. Agro UP! Aim

Connect with ideas for the future, incorporating major logistical and technological changes. All innovation proposals submitted will be analysed and evaluated.

In [Agro UP!](#) will develop the exploration, selection and acceleration of finalist PMV ideas, prototypes and projects, to make a more sustainable, efficient and healthy Agrotech future that improve and evolve the current systems of cultivation, agricultural harvesting and livestock breeding and exploitation, such as the way of fertilising, spraying, how to efficiently reduce the use of chemical products to obtain healthier and more sustainable products for the planet, digital transformation, production, agricultural or livestock transformation, transport and storage, commercialisation and, in general, optimisation of processes that lead to advances in improving times, costs, reducing the ecological impact or improving people's lives in agriculture or livestock farming.

Valid proposals of possible use cases that evolve, improve and/or solve relevant issues such as efficiency, anticipation, security, for example, will also be evaluated:

- Prediction of water use demand in Irrigation Communities.
- Soil nutrient monitoring for variable fertilisation
- Improving energy efficiency in vertical farming systems
- Predicting crop diseases based on remote sensing information.
- Determining optimal harvesting time in machine vision systems.
- Predictive models for crop selection based on soil characteristics in order to obtain higher yields.
- Improvements in sustainability, on issues related to the calculation and application of the Carbon Footprint. Environmental sustainability, efficient use and conservation of water. Sustainable soil management and prevention of soil degradation.
- Circular economy and bioeconomy solutions
- Projects to optimise and increase productivity without deteriorating the environment.
- Solutions that adopt strong security measures and preserve privacy.
- Proposals that bring computing closer to the edge.
- And even the use of machine learning techniques to react proactively to certain types of events that may affect the performance and/or security of the system.
- Relevance to the Agrotech sector by addressing key challenges in the Agri-Food, Agriculture or Livestock sector.

In short, any solution/development/startup project that can be relevant for the transformation of the agricultural and livestock world will be taken into account, on non-exclusive referential aspects such as,

- Agricultural and livestock practices that reduce the carbon footprint.
- Food security. Increasing food production in a sustainable way to serve a growing world population. Reducing food loss and waste.

- Biodiversity, Conservation of genetic diversity in crops and livestock. Cultivation techniques that favour biodiversity and pest resistance.
- Advanced Technologies, Integration of technology in agriculture (AgTech) to improve productivity and sustainability. Use of biotechnology to improve varieties and resistance.
- Animal Welfare: Ethical and sustainable practices in livestock farming. Integration of systems to monitor and improve livestock living conditions.
- Circular Economy and Waste: Innovations that enable the reuse or recycling of by-products and waste from the agri-food sector. Proposals to reduce the use of plastics and non-biodegradable packaging.
- Adaptation to Climate Change: Development of crops and livestock that are resilient to extreme climatic conditions. Innovations that allow the adaptation of agri-food production to new climatic conditions.
- Development of Alternatives to Animal Protein: Proposals focused on plant proteins, fermented or derived from cell cultures. Innovations in food based on insects, fungi or microalgae as protein alternatives.
- Substitution and Reduction of Sugars and Additives: Development of natural or alternative sweeteners that do not compromise health. Innovations that reduce dependence on preservatives, colourings and other additives without sacrificing product quality and shelf life.

4. Communications

During this process, the Organisation will interact and communicate through its official channels with each of the registered candidates, finalists and/or winners, in order to complete each phase of the process, progress of the project or completion.

Likewise, an open channel of communication and queries will be offered to attend to and respond to the registered candidatures via OICAMPUS@TELEFONICA.COM.

5. Challenge phases. Agro Up! Challenge

Agro UP! Challenge					
Applications reception	Applications Closing	Evaluation Analysis of applications received	Response and Feedback	ImmersionTrip (mid-term evaluation)	Winner selection D-Day

Opening of call for applications 24 October 2023	1 February 2024	Month of February 2024	First week of March 2024	March to May 2024	June 2024
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5.1. Registration of candidatures

Agro UP! pursues the dynamism of being available 365 days/year, for the reception and continuous analysis of Agrotech innovation proposals.

Telefónica makes the following link <https://oicampus.telefonica.com/proyecto/challenge-agroup> available to the teams interested in presenting their candidacies for the registration of their candidacies.

The organisers of this challenge reserve the right to cancel this call or propose new dates if the necessary conditions are not met for the proper development and fulfilment of the objectives defined in these legal bases.

5.2 Evaluation and selection– february 2024

Applications will only be accepted from multidisciplinary teams consisting of a **minimum of two people and a maximum of six members.**

The organisation reserves the right to reject the candidature of any entry that, at its sole discretion, does not meet the requirements described in these terms and conditions and/or to cancel, at any time, the participation when the conditions established in these terms and conditions are not met.

The organisation will carry out the evaluation and selection of finalist ideas on a continuous basis on the applications received that adapt to the characteristics of this Challenge, and only forms that are filled in completely, with all the information required or considered to be of interest for the selection will be considered valid.

5.3 Finalists Selection

The organisation has an evaluation committee defined for this challenge, made up of the innovation team and professionals from different digital and research areas of Telefónica and experts from Menttoriza who will evaluate all the applications and proposals submitted, and will unilaterally select a maximum of five finalist ideas/proposals in the call for this Challenge, this figure being non-limiting and being at the discretion of the organisation to extend the range of final selection, from among those that obtain a higher score in the evaluation, taking into consideration, among others, the following evaluation criteria:

.Innovation:

Does the project offer a new solution or a significant improvement on existing solutions? Relevance of the milestones that transform existing solutions, or new solutions presented.

Technical feasibility:

The proposed solution must be technically feasible, with technologies and methods that can be implemented in the real world.

Economic Feasibility

The project must present a scalable and sustainable business opportunity over time, for a clearly identified target market.

Potential Impact:

Benefit for farmers or livestock farmers, the agricultural sector, the environment and society in general.

Potential to generate employment, improve production, reduce costs, etc.

Team Competencies:

The team, profiles and/or roles, must have the necessary skills and experience to carry out the project.

The complementarity of skills among the team members will be valued.

Maturity stage of the proposed proposal.

- **Sustainability:**

Consideration of sustainable practices in the development and implementation of the project and its application in the real world.

- **Regulations and Compliance:**

The project must consider and be aligned with relevant industry regulations and standards.

- **Ethical Aspects:**

The project must not involve unethical practices or practices that could generate negative controversy.

Non-finalist teams

They will be informed by the organisation in the first week of March 2024, receiving constructive feedback, in order to favour their growth in case they are not selected as finalists in this call.

The finalist teams

They will be informed by the organisation of their status by email to the email address they have provided in their registration form.

The finalist teams will have a period of 48 hours to confirm their participation and continuity in the challenge, responding to the e-mail indicating that their candidacy has been selected as Finalists Challenge Agro UP!

From that moment on, the finalists confirming their continuity will begin [the Inmersión Trip](#) phase described in these rules.

The finalist participants must:

Guarantee the originality of the proposals and ideas presented. Copies, mods or proposals previously presented in other contests/challenges/competitions, or their adaptations, are not admitted. In the event that resources or intellectual property rights of third parties are used, the participant must guarantee to Telefónica that they have all the rights of use from the author for use in the proposal and its development or that these are free of rights of use.

Guarantee that the content of the creation does not include content of an illegal, illicit, indecent, obscene, racist, sexist or morally offensive nature.

5.4 Immersion Trip

With the help of mentors and experts, the finalist teams will be involved in the Menttoriza Business Development Process (BDP); a path based on entrepreneurial experience.

In the first part of the Immersion Trip, the organisation together with the finalist teams will explore and analyse the evolution for acceleration and growth of the proposals put forward. The teams will benefit from specialised Masterclasses for the development of their business plan, as part of the acceleration programme delivered by Menttoriza.

In the second part of Immersion Trip, the Intermediate Evaluation will take place. This is a stage where the finalist projects will receive evaluation and feedback on their business plan, and will receive specialised mentoring to help them land their strategic plan.

5.5 D-Day: Deliberation of winning proposal

After the Immersion Trip period and at its end, the organisation will schedule, on dates communicated sufficiently in advance, a Menttoriza D-Day Showcase, where the finalist proposals will be convened in person and, where necessary, remotely/online, before a committee of experts, made up of experts from Telefónica's Agrotech sector, Menttoriza analysts and Telefónica innovation managers, where the teams can present, in the agreed format of between 3-5 minutes, the progress and evolution of their ideas/proposals presented in Agro UP! .

The Committee of experts will analyse and evaluate the best winning proposal or proposals of this Challenge.

Prizes in the winning project category

Funding is a key resource for the creation of a company and its scalability.

The organisation will decide in order of evaluation up to a **maximum of 5 winning proposals**, based on the final evaluation of the committee of experts, reserving the right to leave any of the prizes listed below vacant:

1st place, the winning team will receive

- Connection with financing and investment channels (public and private).
- Exclusive analysis and report on the startup's strategic plan.
- Optionally, the startup can have access to an exclusive mentoring plan, from 18 to 24 months, under the conditions of the Menttoriza Development Plan.

2nd Place, the winning team will receive

- Exclusive analysis and report of the startup's strategic plan.
- Optionally, the startup can have access to an exclusive mentoring plan, from 6 to 12 months, under the conditions of the Menttoriza Development Plan.

Special recognition for projects with potential

Menttoriza reserves the right to propose to the finalists the signing of an exclusive agreement under the conditions of Menttoriza's development plan, to be an advisory company and networking provider with financial partner/s suitable for the project, according to the specific needs of the moment in which the finalist proposals are found.

The organisation will not pay any travel expenses, per diems or any other expenses incurred for attendance and/or participation in the Menttoriza D-Day Showcase.

The claim period against this challenge ends after 24 hours from the day of publication of the winners on the Telefónica Open Innovation Campus website and/or the official Telefónica channels set up for this purpose.

7. Commitments

7.1 Participants Commitments

By registering, the participating teams accept, fully and unconditionally, the terms contained in these Rules and Conditions and accept that the Organisers of this Challenge will take all decisions relating to the call for entries, pre-selection, selection of finalists and winners.

The data provided by each candidature/team must be correct, truthful and complete, assuming all responsibility for the lack of truthfulness or accuracy of the same. Otherwise, the organisation will have the right, without prejudice to any other legal means at its disposal, to withdraw, deny or suspend the rights recognised to the candidature, through these Rules. All of the above, without prejudice to the liabilities arising from such conduct, which will be assumed in full by the participant, leaving the organisation unharmed.

Participants undertake to comply with their obligations in labour and Social Security matters and to observe the measures necessary to comply with the regulations on the prevention of occupational hazards that apply to the Telefónica physical Space that they access during the period that the project is being carried out, undertaking to hold Telefónica harmless for all claims covered by labour or occupational hazard prevention

regulations. Under no circumstances may the relationship between the Organisation of this call and the Participants be considered an employment relationship.

Participants exonerate the Organisation from liability for any labour, civil, criminal, administrative, fiscal or other claims arising from non-compliance by Participants with the obligations set out in this agreement or from actions or omissions caused directly or indirectly by members of the Participant's legal entity, where applicable, who access the physical Space.

In order to carry out the development, the selected finalist proposals must have at least five hours of dedication (online or in person) per week during the Trip Immersion, without prejudice to the fact that the Organisation may require a greater dedication from the participating team, whenever necessary and with the sole objective of correctly accompanying the mentoring and training programmed during this period.

Participants may use the Telefónica brand during their participation in the project, only to refer to their participation, in accordance with the criteria of the Organisation and with the prior express written authorisation of Telefónica, which authorisation may be revoked by Telefónica at any time. Otherwise, it must cease its use immediately. The foregoing does not grant the Participant any right of use, exploitation or any other related right over Telefónica's name and brand.

Likewise, the Participants expressly consent, and by the mere fact of participating in this Challenge, that the Organisation may use their name, individually as well as that of their legal entities or their associated members, if applicable, and/or their images and/or associated logos, by any means and exclusively for corporate, advertising, promotional purposes of the Challenge and/or to publicise the selected Research Proposal to the rest of the Participants and to the general public. The foregoing, in any media of the Organisation or of any entity of the Telefónica Group, without any territorial or time limitation, and without any remuneration whatsoever being generated in their favour.

The Participants agree to be photographed and/or filmed, and may include their voice, so that the Organisation may use, reproduce, exhibit, publicly communicate or use in any other way said photographs or the images in which they are incorporated (hereinafter, the "Images"), or part of the same in which they take part as participants in the Challenge, for the purpose of communicating, disseminating and promoting it, as well as to publicise and advertise among the general public the initiatives developed by Telefónica.

The actions set out in the previous paragraph relating to the use and exploitation of the Images may be carried out through any digital media (including, for example, corporate websites, as well as on the profiles of the main social networks of the Organisation or of any of those that make up the Telefónica Group) as well as in any physical media that the Organisation deems necessary to be able to carry out the dissemination of the Challenge, or in general, to be able to promote the initiatives developed by the same.

Likewise, the interested parties accept that the Organisation will be the exclusive owner of the Images resulting from the celebration of the Challenge and of all the intellectual property rights - including, but not limited to, the right of reproduction, transformation,

public communication and distribution - (hereinafter "Intellectual Property Rights") derived from them.

This authorisation is understood to be granted without any territorial and/or time limit, so that the Organisation may use the Images, or part of them, in all countries of the world without geographical limitation of any kind and for an indefinite period of time.

All of the above with the sole exception and limitation of those uses or applications that may violate the right to honour, morality and/or public order, in the terms set forth in the legislation in force in each country.

7.2 Telefónica Commitments

The Organisation accepts no liability whatsoever to the Participant for any damage or harm that he/she may suffer as a result of the use of the physical spaces and/or the resources available therein (including the Wi-Fi network accessible from the same) of the Organisation, as well as for the loss, theft, destruction or robbery of objects belonging to the Participant in the Organisation's facilities. In any case, the Participant must respect the basic rules of coexistence and comply with the Telefónica Group's Principles of Responsible Business, which are currently published at the following [link: https://www.telefonica.com/es/web/negocio-responsable](https://www.telefonica.com/es/web/negocio-responsable) and those of the other Organisers, if any.

Failure to comply with any of the obligations set out herein and any future obligations agreed by the Organisation will entitle the Organisation to immediately terminate its legal relationship with the Participant.

The Organisation reserves the right to proceed to modify, interrupt, deactivate and/or cancel the present call for any reason, in which case the Organisation will communicate this to the Participants and without this giving rise to any right of claim/indemnification.

The Organisation reserves the right to declare all or any of the benefits void, if no research proposal submitted is selected as a Research Proposal, at its sole discretion.

The Organisation will not be responsible for any expenses related to this call and participation arising from the participants and registered candidatures, except those expressly stated in these terms and conditions.

The terms and conditions included in these Rules and Conditions do not constitute any binding or contractual obligation for the Organisation or for the Participants, beyond what is expressly provided for in these Rules and Conditions.

8. Limitation of liability

TELEFÓNICA is not responsible:

- o For the services that third party companies must provide in connection with the Challenge.
- o For any incidents arising in the execution of this Challenge due to force majeure.
- o For entries lost, damaged, sent in error or received late, whatever the cause may be.
- o For failures or incidents in the telecommunications systems, which prevent access to or operation of the Challenge website normally.
- o Any liability for damages of any kind that may be due to the temporary lack of availability or continuity of the operation of telecommunications networks is excluded.
- o For incorrect or inaccurate information, including that provided by participants, printing errors or by any of the programs or equipment associated with or used in the promotion;
- o For technical failures of any kind, including, but not limited to, malfunctions, interruptions, disconnections in telephone lines and network hardware or software; o For unauthorized human intervention at any time during the course of the Sweepstakes or the Promotion; o For technical or human error that may occur during the course of the Sweepstakes or the Promotion;
- o For technical or human errors that may occur in the management of the promotion or treatment of participants;
- o For any damage to persons or property that may be caused, directly or indirectly, in whole or in part, by the participation of candidates in Challenge or the receipt of the Prize or the due or improper use of the Prize.
- o For any physical injury to the participant or third parties that occurs in the

9. Industrial and Intellectual Property

Participants warrant under their sole responsibility that the content submitted and developed and presented in their nominations is of their original creation and does not infringe any third party rights, including without limitation, intellectual or industrial property rights, trademarks, patents, trade secrets, privacy and publicity, and that the content is not illegal, nor has it been created and/or submitted in a manner that violates any contractual obligation they may have with a third party.

Telefónica reserves the right to automatically unsubscribe any candidate who disrupts or disables the smooth and normal course of the selection process, who engages in improper practices for advantages by fraudulent means, such as insider trading, tampering, etc. and/or uses any type of practice that may be considered contrary to the spirit of Telefónica.

The ownership of the Intellectual Property Rights of the material provided to the participants by the Organization during the Challenge will be exclusively owned by Telefónica Digital España, S.L.U, who may transfer such rights to third parties, exclusively or not, and exploit them in any territory, until the rights pass into the public domain, by any relevant procedure, format or modality and for any purpose it deems appropriate, commercial or not.

The Intellectual Property rights of the materials and/or results presented by the participants of the Challenge will belong exclusively to the participants.

Telefónica reserves the right to propose an agreement for the exclusive use of the results.

10. Privacy

All information disclosed by the Participating team or the Organisation as part of the Challenge shall be "Confidential Information" for the purposes of this Call for Entries. The Participating team and/or the Organisation, as the case may be, shall only use the Confidential Information for the purposes of this Challenge and shall not disclose, publish or divulge the Confidential Information to any person or entity. The Organisation shall have the right to disclose the Confidential Information to its employees, contractors, agents, consultants and affiliated entities, provided that the Organisation ensures that such persons or entities have a legal or contractual obligation to maintain the confidentiality of the information, but in no event shall the Participant disclose the information.

The limitations set out herein shall not apply to confidential information:

- (a) which is already known to the recipient prior to receipt from the discloser and which is not restricted as to its use; and
- (b) which is publicly available (without breach by the recipient); and
- (c) It is lawfully received by the recipient from a third party who has the right to disclose it;
- (d) which is independently developed by the recipient without the use of any



confidential information; and

(e) the disclosure of which has been authorised in writing by the discloser; or

(f) which is required to be disclosed by requirement of any law or by order of any court, stock exchange, regulatory authority, government department or agency having jurisdiction. However, prior to such disclosure the recipient shall, to the extent permitted by applicable law, consult with the discloser as to the nature and purpose of the proposed disclosure.

11. Personal Data protection

Participants will be solely responsible for the accuracy of the data provided.

For the correct organisation and development of the programme, Telefónica Digital España, S.L.U and MENTTORIZA HUB S.L. will process the personal data of the participants as independent data controllers. In other words, each Party will independently determine the purposes and means of such processing. In this regard, the Parties undertake to strictly comply with applicable data protection legislation, including Regulation (EU) 679/2016 of 27 April 2016 of the Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter, "GDPR") as well as Organic Law 14 3/2018 of 5 December 2018 on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter, "LOPD"). Without prejudice to the foregoing, participants are informed that participation in this call will imply the communication of the identification data that may be necessary between those responsible in order to ensure the proper development, organisation and execution of the Programme. Likewise, and in compliance with the obligations of the RGPD and the LOPD, participants are hereby informed of the data processing that will be carried out by the data controllers:

11.1. Data processing by Telefónica

Telefónica Digital España, S.L.U. informs that the personal data of participants will be processed in accordance with the provisions of data protection regulations, for the purpose of developing and managing the Challenge, including the evaluation and selection of the best business projects from among all the participants.

It is possible that, for the development of the Challenge, it may be necessary to share your data with:

- Other Companies within the Telefónica Group; and

Suppliers of the Organiser, for the sole purpose of managing the Challenge. All of them will process your data following Telefónica's instructions, in accordance with current legislation.

The data will be kept only for as long as it is deemed necessary for the development of the Challenge and for as long as Telefónica may be held liable for the development of the Challenge. Subsequently, the data will be deleted.

Interested parties may exercise their rights of access, rectification, deletion, opposition, limitation of processing and portability, insofar as applicable, by sending an e-mail, which must

be accompanied by a copy of a document proving the identity of the applicant, to the following address: oi-campus@telefonica.com and identifying "Challenge Agro Up!" in the subject line.

Interested parties may contact the Organisation's data protection officer at the e-mail address dpo_telefonicasa@telefonica.com and, in any case, may file complaints with the Spanish Data Protection Agency.

Likewise, and based on Telefónica's legitimate interest in promoting this Programme and the selected projects, we inform you that the personal data identifying the participants, project, activity and sector may be processed for the purpose of preparing and disseminating the Challenge to the general public in press publications, social networks and websites accessible to the general public.

We remind you that you must not provide personal data of other participants for their registration to the Agro UP! In the event that your registration includes information about third parties, you must inform them and inform them of the content of these Legal Bases so that they can proceed with their corresponding registration as participants. In this sense, Telefónica is exonerated from any liability arising from the failure of the sender of the information to comply with the provisions of this last paragraph.

7.2. Tratamiento de datos por parte de Menttoriza

MENTTORIZA HUB S.L. informs that the personal data of the participants will be processed in compliance with the applicable Data Protection Regulations, with the aim of collaborating in the development of the Challenge.

Interested parties may exercise their rights of access, rectification, suppression, opposition, limitation of processing and portability, insofar as applicable, by sending an email, which must be accompanied by a copy of a document proving the identity of the applicant, to the address: contacta@menttoriza.com and identifying in the subject "Challenge Agro Up!

Menttoriza undertakes to guarantee the requests for the exercise of processing rights in an independent manner and by the means that it has enabled for this purpose in accordance with the Applicable Data Protection Regulations. It will inform Data Subjects upon receipt of the data, inter alia, about the origin and category of the Personal Data within a reasonable period of time, and at the latest within one month; or at the first communication with the Data Subject; or at the time the Personal Data is communicated to another recipient for the first time.

Menttoriza will take the necessary technical and organisational measures. In assessing the appropriate level of security, and undertakes to take into account, in particular, the risks presented by the processing: accidental or unlawful destruction, loss and alteration, and unauthorised disclosure of or access to Personal Data transmitted, stored or otherwise processed.

Menttoriza may engage its Processors, provided that it ensures that they comply with the obligations imposed by the Applicable Data Protection Regulations, and shall be responsible to the Data Subject and the authorities for the processing carried out by its Processors and by its Sub-Processors whom they engage in respect of the processing activities that are the subject of the assignment.

13. Final Considerations

The terms and conditions of this call for applications shall be subject to Spanish law and any dispute relating thereto shall be submitted to the courts and jurisdiction of Madrid, Spain.