

Fossil Free Freight Challenge 2020 Challenge Rules

Challenge description

The Fossil Free Freight Challenge 2020 (the “Challenge”) is designed to encourage a limited number of teams from organisations (each an “Entrant”) to increase the possibilities for environmentally smart e-commerce deliveries. RISE Research Institutes of Sweden AB (RISE) is together with Lindholmen Science Park AB (Lindholmen Science Park), DHL Freight (Sweden) AB (DHL), Göteborgs Kommun (Göteborgs Stad), H&M Hennes & Mauritz AB (H & M), Houdini Sportsware AB (Houdini), PostNord AB (PostNord), Region Jönköping, Stockholms Kommun (Stockholm Stad), (together the “Organisers”) arranging the Challenge.

Agreement

In order to enter the Challenge, the Entrant(s) must agree to the Challenge Rules, as published and amended from time to time on <https://closer.lindholmen.se/projekt-closer/fossil-free-freight-challenge-2020/regler>. The Entrant(s) agree that submission of an entry in the Challenge constitutes agreement to the Challenge Rules. The Entrant(s) may not submit an entry to the Challenge and are not eligible to receive the prizes described in the Challenge Rules unless the Entrant(s) agree to the Challenge Rules. The Challenge Rules form a binding legal agreement between the Entrant(s) and the Organisers with respect to the Challenge.

The Challenge

Entrants will design, develop and demonstrate solutions addressing one or both of the problem areas below (“Solution/-s”). For both problem areas, Solutions should *not* focus CO2 compensation systems or new alternative last-mile deliveries, but *instead* focus longer transports within Sweden where there is a larger potential in introducing more climate friendly transports.

Problem area 1: How can novel solutions be designed to spur the use of sustainable delivery methods

Focus should lie on designing novel Solutions that increase the use of sustainable delivery methods, thereby giving marketing new tools to meet customers’ willingness to select such methods. A boundary condition for the Challenge is that the Solution goes beyond designing customer interfaces to also visualise existing sustainable transport alternatives in the network.

Problem area 2: How to pro-actively streamline return deliveries to be more sustainable

Focus should lie on designing Solutions that nudges customers to minimise the need of return transports.

Stages

The Challenge is divided into the following stages:

- 1. Submittal of Entries (initial Solutions and Teams)**
All Entries to be submitted using the form at <https://closer.lindholmen.se/projekt-closer/fossil-free-freight-challenge-2020/annalningsformular-till-fossil-free-freight>.
- 2. Screening of Entries**
A first screening of Entries by the Jury to select the 8-14 most promising Solutions accepted to enter the Challenge.
- 3. Kick-off**
Information to the Entrants, including more information about the problem areas and general information about the Challenge.
- 4. Workshops**
3 workshops to support the Entrants; the workshops will be held in different locations in Sweden and with different themes.
- 5. Final Event**
Presentation of Solutions by the Entrants to the Jury. Evaluation by Jury. Presentation of winners.

Dates, locations and other details about the Events will be published on <https://closer.lindholmen.se/projekt-closer/fossil-free-freight-challenge-2020>.

Evaluation

The entries submitted to the Challenge will be evaluated at a final event by a jury (the “Jury”), which will be composed of representatives from the Organisers. The Jury will evaluate the Solutions based on “Sustainability Potential”, “User Desirability”, “Innovation Height” and “Business Potential”. The Jury’s decisions in the Challenge, including the Jury’s decision regarding the winning Solution, are final and binding in all matters regarding the Challenge and cannot be appealed.

Reward

The winning Entrant will receive a total funding of **300 000 SEK**, for use in a TRIPLE F project in order to further develop the winning Solution.

Right of ownership

The Entrant(s) shall retain ownership of all intellectual and industrial property rights (including moral rights) in and to its intellectual property used and/or incorporated in the developed Solution, including documentation, submitted to the Challenge.

By entering this Challenge, the Entrant(s) hereby grant all of the Organisers an irrevocable option to evaluate the Solutions and either purchase or license on fair, reasonable and non- discriminatory terms,

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the intellectual and industrial property rights to such Solution. Such option shall terminate for a specific Solution when the Jury has chosen another Solution as the winner.

By entering the Challenge, Entrant(s) acknowledge and agree that any of the Organisers may have and/or may be developing or commissioning materials and/or ideas similar or identical to a Solution. Entrant(s) waive any claims Entrant(s) may have resulting from any similarities to Entrant(s)'s entry.

IPR infringement

By submitting a Solution into the Challenge, Entrant(s) confirm that all material and other information (including but not limited to source code, both open source and third party sourced, user interface, music, video and images) provided with entries are free of intellectual property right infringement and, if a third party is involved, that Entrant(s) has secured permission to use such materials.

The Organisers reserves the right to amend, cancel and withdraw any and all rewards of Entrant(s) where the intellectual property rights of third parties are infringed.

Exclusivity

The Entrant(s) undertake not to present a specific Solution to any other company or organisation nor to disclose the Solution or any relevant part hereof in any way until the Jury has decided on another Solution as the winner. If an Entrant(s) wins the Challenge, the winner(s) undertakes not to present the idea to any company or organisation or to disclose the Solution or any relevant part hereof in any way until either (a) none of the Organisers has decided to purchase or license use the winning Solution, or (b) 31 December 2020 at the latest (the "Exclusivity Period"), at which date any disclosure must be agreed between the winning Entrant and the Organiser having purchased and/or licensed the Solution. During the Exclusivity Period, the winning Entrants(s) agree to conduct good faith negotiations with the Organisers regarding licensing or transferring the intellectual rights to their idea(s) on fair, reasonable and non-discriminatory terms.

Confidentiality

The Entrant(s) may provide the Organisers with information of a confidential nature relating to the ideas submitted in the Challenge. Further, the Organisers may for the purpose of facilitating the Challenge provide the Entrant(s) with information of a confidential nature relating to its business or products. To be regarded as "Confidential Information" the (a) disclosing party must mark or otherwise inform in writing of its confidential nature at the time of the disclosure or within five (5) days thereafter at the latest; or (b) information must be obviously understood to be confidential.

Confidential Information provided by one party to another shall be kept confidential during the Term of the Challenge and for a period of five (5) years thereafter, and each party agrees to take such measures as may be reasonably required to maintain confidentiality.

Consequently, the receiving party is not, without special approval by discloser, allowed to disclose Confidential Information to third parties or to third parties transmit such information unless:

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- The receiving party/parties can demonstrate that the information was already in the possession of the receiving party/parties (in this context the Entrant(s) understand that the Organisers are seeking ideas within their fields of business and that the Organisers are already in possession of many ideas related to functions within the area of distribution and transportation)
- The information was lawfully and demonstrably obtained from someone else than the other party
- The information has become publicly known other than through a breach of this Agreement
- The information is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving parties or due to a court order

Right to cancel

The Organisers reserves the right to cancel, terminate, modify and suspend the Challenge at its absolute discretion and without any liability whatsoever to any Entrant(s) or third party connected with the Entrant(s) or Solutions.

Privacy

For Entrant to be able to participate in the Challenge, RISE needs to process personal data of the Entrant, e.g. name, e-mail, phone number and photos. The personal data will be processed for the purpose of conduct and administer the Challenge and will be deleted no later than 6 months after the Challenge final.

More information regarding how RISE processes personal data related to participants in research projects is found here: <https://www.ri.se/en/about-rise/policy-documents/personal-data-processing/processing-personal-data-research-project>

Publicity

Entrant(s) further agree to permit the Organisers to use Entrant(s)'s name and likenesses and all of its entries, to feature the entry and all its content in connection with the marketing, sale, or promotion of the Challenge. While the Organisers reserves these rights, the Organisers are not obligated to use any entry for any purpose, even if it has been selected as a winning entry.

Tax

Any tax imposed due to any prize received under the Challenge shall be borne by the Entrant receiving the prize.

Governing law and arbitration

The Challenge and the Challenge Rules are governed by Swedish law without regard to conflict of laws provision.

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Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be Swedish.