



Shell .ai Futures Pitch 2024 Competition Rules

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Organization

Article 0: About the Rules

- (a) It is the responsibility of participating Start Ups to read, understand and abide by these Shell.ai Futures Pitch 2024 Competition Rules (referred to as “Rules” in this document).
- (b) In this document functions and roles are defined as follows:
 - (i) ‘Affiliate’ - in reference to a Person, any other Person that: (a) directly or indirectly controls or is controlled by the first Person; or (b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person. A Person controls another Person if that first Person has the power to direct or cause the direction of the management of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. Any Affiliate of Shell plc is an Affiliate of the Sponsor.
 - (ii) ‘Competition’ – the Shell.ai Futures Pitch 2024 Competition.
 - (iii) ‘Concept’ - the plan in the Submission proposed as the solution to the relevant Problem Statement.
 - (iv) Sponsor– Shell India Markets Pvt Ltd., which has its office at Level 9A, Two Horizon Centre Golf Course Road, DLF Phase V, Gurugram, 122002 India, and all persons acting on its behalf, including its employees, agents, representatives and legal advisors.
 - (v) ‘Participant’ – an employee of a Start Up.
 - (vi) ‘Person’ - a natural person or a legal entity, including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.
 - (vii) ‘Restricted Jurisdictions’ – includes Central African Republic, Cuba, Belarus, Eritrea, Egypt, Iran, Libya, Palestine, North Korea, the Crimea Region of Ukraine (including Sevastopol) and non-Government controlled areas of Eastern Ukraine, Russia, Syria, Venezuela and any other country or region which are the subject of sanctions.
 - (viii) ‘Restricted Party’ - any individual, legal person, entity or organization that is (A) resident, established or registered in a Restricted Jurisdiction, (B)

classified as a US Specially Designated National or subject to blocking sanctions under Trade Control Laws; or (C) directly or indirectly owned 50% or more, or controlled, or acting on behalf of persons, entities or organizations described in (A) or (B).

- (ix) 'Start Up' - an entity which is:
- incorporated or registered as a private limited company, partnership firm or limited liability partnership or otherwise registered as a recognized legal entity in a country which is not a Restricted Jurisdiction; and
 - working with a purpose of bringing technology products or services to market to solve a problem where the solution is unique, can be validated and developed into a repeatable and scalable business model.
- (x) 'Submission' - See Article 4.
- (xi) 'Trade Control Laws' - any laws concerning trade or economic sanctions or embargoes, Restricted Party lists, trade controls on the imports, export, re-export, transfer or otherwise trade of goods, services or technology, anti-boycott legislations and/or any other similar and applicable regulations, rules, restrictions, orders or requirements having the force of law in relation to the above matters and in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America or other government laws applicable to either party to the agreement.
- (xii) 'Team' - a group of individual Participants employed by the same Start Up.
- (xiii) 'Team Manager' - the employee of the Start Up who will act as a single focal point for his/her Team for the Sponsor, who assumes overall responsibility for the Team, and who is responsible for their behaviour and compliance with the Rules. This person must be over 18 years old and competent to assume the responsibility.
- (xiv) 'Venue' - KTPO, Whitefield, Bangalore in India.
- (c) Any decision by the Sponsor is final, independent of whether it is explicitly identified in the Rules or not.

Article 1: Acceptance

- (a) Applications to enter the Competition must be made via the Shell [Changemakers of Tomorrow | Shell India](#) registration site. The Sponsor will review all applications and will select Start Ups based on the quality of their Submission.
- (b) By the fact of their entry, all Start Ups, all of these Start Ups' Participants, accept on behalf of themselves and agree to comply with all provisions of the Rules, which are fully and unconditionally binding in all respects, and agree to comply with all decisions made by the Sponsor. The Sponsor reserves the right to add, modify or delete any Article of the Rules with or without notice to the Start Up. The Sponsor is solely empowered to pronounce in cases not provided for in the Rules.
- (c) The Sponsor reserves the right to modify, postpone or cancel the Competition for any reason including without limitation, for reasons of force majeure, including but not limited to, adverse or extreme weather conditions, the occurrence of a natural disaster, acts of terrorism or safety concerns. No claims for compensation will be accepted.

Article 2: Entries

- (a) All members of a given Team must be employed by the same Start Up at the time of the event.
- (b) For each entry, the Start Up must designate an employee as the Team Manager of its Team.
- (c) The Team Manager is the Start Up's sole official liaison with the Sponsor. All information will be addressed to him/her. For the purposes of the Competition, he/she will be responsible for the Team, must speak on behalf of the Start Up and must be able to understand and speak English.
- (d) The name of the Team will be the name of the Start Up.
- (e) Each Start Up is eligible to submit only 1 Submission for each Problem Statement.
- (f) Each Start Up is only eligible to enter 1 Team for this Competition.

Article 3: Eligibility

- (a) Subject to Article 3(b) below, to be eligible to enter the Competition, the Start Up must at the point of entering the Competition:

- (i) Have a minimum of 2 employees; and
 - (ii) Be at one of the following Technological Readiness Levels (“TRLs”) as described in Schedule A of these Rules:
 - TRL 2 - 5 or have received only pre-seed or seed funding; or
 - TRL 6 - 9 with early revenues, market validation by pilot(s), series A funding (or higher).
- (b) The following Persons are ineligible to participate in the Competition:
- (i) Start Ups from Restricted Jurisdictions and Participants who are Restricted Parties.
 - (ii) Start Ups which have existing shareholders as of the date of entering into the Competition that are Restricted Parties and/or are from Restricted Jurisdictions.
 - (ii) Start Ups which are in liquidation, either compulsory or voluntary, or if a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Start Up’s assets.
 - (iii) Employees of the Sponsor and its Affiliates, participating advertising and promotion agencies, prize suppliers, and those entities involved in the preparation of materials for, administration and/or execution of the Competition and their immediate family members (spouse, siblings, children and parents including step-relations) and/or those living in the same household of such employees (whether or not related).

Article 4: Submission Requirements

- (a) A Submission will consist of all of the following, must be in English and include:
- (i) A summary (maximum 300 words) explaining how and why the Concept is better than existing technologies or practices;
 - (ii) Clear explanation of the Concept’s TRL as defined in Schedule A below;
 - (iii) Identify the Concept’s technology stack;
 - (iv) Slide deck for pitching the solution not exceeding 10 MB;
 - (v) Where published in the public domain, URL links to white papers or research papers about the Concept;
 - (vi) Where applicable, evidence of accolades or awards for the Concept.
- (b) The Submission must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, illegal, defamatory, slanderous, libelous or otherwise objectionable;

- (c) The Submission must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - (i) gambling, including without limitation, any content related to online casinos or electronic gaming;
 - (ii) the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - (iii) the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- (d) The Submission must not contain any viruses, spyware, malware, or other malicious components that are designed to alter or adversely affect the functionality of an electronic device in any way;
- (e) The Submission must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age;
- (f) The Submission must not contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind without written permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- (g) The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- (h) If any Submission fails to comply with any of these Rules, the Sponsor reserves the right, in its sole discretion, to disqualify the Start Up and the Submission will not be eligible to win.

Article 5: Intellectual Property

- (a) Each Start Up retains ownership of their Submission and hereby grants to the Sponsor and its Affiliates and designated agents a worldwide non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, license and right to post and to make, have made, use, copy, reproduce, distribute, modify, and create derivative works of any materials provided by the Start Up with the Start Up's Submission or otherwise through the Competition.

- (b) Start Ups are encouraged to consider all intellectual property created during the Competition as valuable assets, and to seek professional advice for the protection of their intellectual property. Material uploaded will share Start Ups inventions and methods with the world and Start Ups are advised to make it clear that this is their intellectual property.

Article 6: Third Party Intellectual Property

By the fact of their entry, each Start Up warrants and represents that its Submission is original and does not infringe, defame or otherwise violate the rights and/or property of any third party; does not violate any laws or regulations; and does not utilise, use or infringe the property of any third party including the property and rights of another Start Up or person without express written permission to do so. Each Start Up further warrants that the possession, exploitation, use or distribution by that Team, the Sponsor, the Sponsor's Affiliates and its designated agents of any intellectual property including without limitation patents, copyrights, designs, trade or service marks, whether registered or not, shall not infringe or misappropriate the intellectual property right of any third party. Each Start Up shall indemnify the Sponsor and its parent, Affiliates and subsidiary companies against any costs, loss or damage suffered or incurred by the Sponsor and its parent, Affiliates and subsidiary companies as a result of any claim that the use by a Start Up thereof infringes the rights of any third party.

Article 7: Competition Stages and Formats

- (a) There will be 2 stages of the Competition in the following formats:
- (i) Stage 1: Each Start Up will present their Submission to a panel of qualified judges ("Judges") and have a question-and-answer session with the Judges for 1 hour via a virtual format. Start Ups which succeed through Stage 1 ("Shortlisted Start Up") will be notified by the Sponsor by 20 August 2024 by email.
 - (ii) Finale: Each Shortlisted Start Up may be present at the Venue of the Competition finale in person and present their pitch to the Judges for 5 minutes, followed by 10 minutes of quick-fire questions from the Judges based on the criteria below:
 - Scalability – How scalable is the Submission?

- Novelty – Is the Submission fundamentally different and unproven in the relevant industry?
- Value – Could the Submission create substantial new commercial value if it works?
- Doable – Is there a plan to prove that the Submission operates as claimed quickly and affordably?
- Relevance – Is the Submission relevant to the future of energy?

Each Shortlisted Start Up must bear all of its own costs for traveling, accommodation and any other expenses arising out of their participation in the Competition.

- (iii) If a Shortlisted Start Up chooses:
- not to be physically present at the Venue for the Competition finale, it must notify the Sponsor that it will present its pitch live virtually to the Judges within 3 days after being shortlisted; or
 - to be physically present at the Venue for the Competition finale, then the Shortlisted Start Up must bear all of its own costs for traveling, accommodation and any other expenses arising out of their participation in the Competition.
- (iv) Each Shortlisted Start Up must consent for its business, company name, logo and brand as well any media collected during the Competition, including but not limited to photos, videos and recordings, to be associated with Competition and used by the Sponsor and program partners to promote the Competition or themselves.

Article 8: Selecting the Winning Start Ups

- (a) There will be a total of 2 Shortlisted Start Ups at the Competition finale, that is, 1 Shortlisted Start Up for each Problem Statement.

At the end of the Competition finale, the Judges will announce the first and second placed winners. The cash prizes that will be awarded are:

- USD5,000.00 for the first prize winner.
 - USD3,000.00 for the second prize winner.
- (b) The winners will receive their respective cash prizes from Wings Brand Activations India Private Limited within 60 days from Competition finale.

- (c) After the Competition ends, the Sponsor or any of its Affiliates has the sole discretion to award each winning Start Up with an opportunity to collaborate with the Sponsor to develop a proof of concept for the winning Start Up's Submission. Any commercial relationships or opportunities offered to the winning Start Up are subject to the Sponsor's vetting, due diligence checks, separate negotiations and agreements with the Sponsor or any of its Affiliates. By participating in the Competition, each winning Start Up agrees to negotiate potential commercial opportunities or strategic investments with the Sponsor or any of its Affiliates in good faith.
- (d) Decisions of the Judges and Sponsor are final and binding.

Article 9: Personal Data

By the fact of their entry in the Competition, each Participant and Start Up confirm that it has read, understood and agreed to the [Privacy Policy](#).

Article 10: Confidentiality

The Start Up agrees that the Sponsor does not have any obligation to treat any ideas or other material submitted by a Start Up as confidential even when such ideas or other material are marked as or referred to as confidential, unless agreed otherwise in writing.

Article 11: Export of Technical Data

Many governments regulate the export of certain technical data and information. Before submitting technical details of a technology ("Technical Details") in its Submission, each Start Up is responsible for researching and complying with the applicable Trade Control Laws to ensure that its Submission is export control compliant. By submitting such Technical Details each Start Up represents that such technical information is not restricted for export under any applicable laws.

Article 12: Compliance with anti-bribery and corruption laws

All Start Ups must comply with anti-bribery and corruption laws applicable in their participation of the Competition at all times.

Article 13: Internet / Wireless Services

- (a) Each Start Up is solely responsible for ensuring the security, reliability and availability of its internet connection and electronic transmissions in the course of its participation in the Competition.
- (b) Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof.

Article 14: Release and limitation of liability

- (a) EACH WINNING START UP AGREES THAT BY ACCEPTING A PRIZE, AND EACH PARTICIPANT AGREES, BY ENTERING OR PARTICIPATING IN THIS COMPETITION, TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, WEB DEVELOPMENT COMPANIES, ADVERTISING AND PROMOTIONAL AGENCIES ANY OTHER INDIVIDUALS OR LEGAL ENTITIES PARTICIPATING IN THE DESIGN, ADMINISTRATION OR FULFILLMENT OF THIS COMPETITION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SOCIAL MEDIA PLATFORM (INCLUDING BUT NOT LIMITED TO TIK TOK, FACEBOOK, X (FORMERLY TWITTER), INSTAGRAM, AND SNAPCHAT) ("SOCIAL MEDIA PLATFORM"), EMPLOYEES AND AGENTS (COLLECTIVELY "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY THREATENED OR ACTUAL INJURIES, LOSS, COSTS OR DAMAGE OF ANY KIND TO PROPERTY AND PERSON, INCLUDING DEATH OR DISABILITY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THIS COMPETITION OR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, PARTICIPATION IN ANY COMPETITION-RELATED ACTIVITY OR INABILITY TO PARTICIPATE IN PARTS THEREOF INCLUDING, WITHOUT LIMITATION, CLAIMS, SUITS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, VIOLATION OF THE RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY, AND WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.

- (b) START UPS AGREE NOT TO BRING ANY CLAIM AGAINST ANY RELEASED PARTY OR CAUSE THEM TO BE SUED REGARDING ANY MATTER RELEASED ABOVE; AND FURTHER AGREE NOT TO DISAFFIRM, LIMIT OR RESCIND THIS RELEASE. A WAIVER BY ONE OR MORE OF THE RELEASED PARTIES OF ANY TERM IN THESE RULES DOES NOT CONSTITUTE A WAIVER OF ANY OTHER PROVISION.
- (c) IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS COMPETITION. WITHOUT LIMITING THE FOREGOING, SPONSOR HAS NOT MADE, AND SPONSOR IS NOT RESPONSIBLE IN ANY MANNER FOR, ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO ANY PRIZE.

Article 15: Governing Law and Disputes

- (a) By entering the Competition, each Start Up agrees that any and all disputes, claims and causes of action arising out of or connected with this Competition or a prize award shall be resolved individually and any disputes, differences and/or any other matters in relation to and arising out of this Competition and or pertaining to these Rules shall be referred to arbitration under the Indian Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Delhi, India. The Competition shall be governed by and construed in accordance with applicable laws in India and will be subject to exclusive jurisdiction of the courts at Delhi alone. The Rules of Arbitration of Delhi International Arbitration Centre (“**DIAC Rules**”) shall apply to the arbitration proceedings and the arbitration shall be conducted by a sole arbitrator to be appointed as per the DIAC Rules. The award of Arbitration shall be final and binding on the parties.
- (b) In addition to the limitations in Article 14 of these Rules, any and all claims, judgments and awards shall be limited to actual documented out-of-pocket costs incurred, but in no event legal fees. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Rules, or the rights and obligations of the Start Up and Sponsor, shall be construed and governed by the laws of India, as applicable, without regard to conflicts of law rules.

Article 16: Invalidity & Severability

If any provision of the Rules is determined invalid or unenforceable in any respect, the provision will remain enforceable in all other respects, and all other provisions of the Rules will be given full effect.

Article 17: Entire Rules

These Rules constitutes the whole and only rules for the Competition and supersede and extinguish any other agreement, rule, document or statement relating to the Competition.

Schedule A

Definition of Technological Readiness Levels (TRL)

TRL 1 – basic principles observed and reported.

TRL 2 – technology concept and/or applications formulated.

TRL 3 – Analytical and experimental critical function and/or characteristic proof of concept.

TRL 4 – component and/or validation in laboratory environment.

TRL 5 – component and/or validation in relevant environment.

TRL 6 – system model or prototype demonstration in a relevant environment.

TRL 7 – system prototype demonstration in operational environment.

TRL 8 – actual system completed and qualified through test and demonstration.

TRL 9 – actual system proven through successful operations.