

## **9.Activity – Competition Israeli Climate Awards**

### **General Terms**

1. The “Calcalist” Newspaper (hereinafter the “**Newspaper**” and/or “**Calcalist**”) and Doral Tech – the innovation arm of the Doral Group (hereinafter jointly referred to as the “**Competition Organizers**”) hereby declare a competition between companies and ventures in the field of climate (hereinafter: “**Candidates**” and/or “**Participants**”) to select the venture that excels in energy innovation (hereinafter: the “**Competition**” and/or the “**Activity**”).
2. Participation in the competition is subject to the Threshold Conditions and Criteria as defined hereafter, and the selection of the contestants in the competition and/or the winners of the competition and/or their ranking will be at the sole discretion of the Competition Organizers and/or the judges appointed on their behalf and/or by them for the purpose of judging in the competition (hereinafter: the “**Judges**”). It is clarified that the Competition Organizers and/or the judges will not be required to justify their decision regarding the selection process and its considerations, to the Candidates and/or to the Participants and/or to the winners of the competition and/or any other decision according to the regulations, and their decision cannot be appealed.
3. The details of the competition and its rules will be as set forth in these regulations. In any case of a contradiction and/or inconsistency between the regulations and any other publication, **of any kind**, the provisions of these regulations will prevail.
4. The Newspaper will be entitled, at its sole discretion, to publish ads and/or news items and/or other publications, including details about the competition in the Newspaper, on the “Calcalist” website (hereinafter: the “**Website**”) and in the media. The decision regarding the content of the competition ads will be made by the Competition Organizers, at their discretion.
5. The competition and each stage of it will commence and end on the dates that will be determined by the Competition Organizers. The Competition Organizers have the right to postpone and/or bring the date forward of any stage of the competition. The Competition Organizers have the right to stop the competition – in its entirety or any stage of it - at any time, provided that a notice is published about this in the Newspaper and/or on the website. The Competition Organizers have the right to change the rules of the competition (including, but not limited to, the stages of the competition), as determined in these regulations, provided that a notice is published in advance in the Newspaper and/or on the website.
6. Participation in the competition in all of its stages will be the sole responsibility of the Participants in the competition. The Competition Organizers, the judges, the website, and those on their behalf (including but not limited to employees and managers) will not be responsible for any damage, of any kind, that is caused to any of the Participants due to and/or in connection with their participation and/or non-participation in the competition and/or at any stage of the competition and/or due to a decision of the Competition Organizer to end or determine the competition for any reason whatsoever. Without derogating from the generality of the aforesaid, in any case where an act or omission, mishap, injury or negligence of a Participant in the competition or anyone on his behalf prevented him from participating in the competition and/or in any stage thereof, the Competition Organizers and/or anyone on their behalf shall be exempt from liability for any such damage.
7. The Newspaper employees, the Doral Group, Gitam IM and their family members are not entitled to participate in the competition. The Competition Organizers will be entitled to disqualify the participation of a Participant who presented his candidacy if it appears to the Competition

Organizers that the Participant meets the conditions of this section. This prohibition will be mentioned in the publications concerning the competition. For the purposes of this section, a “family member” is a spouse, parent, child, brother or sister.

8. These regulations will be available for review of anyone requesting to do so, at the Calcalist offices, at 1 Noah Mozes St. Rishon LeZion, as well as on the Website.
9. For the avoidance of doubt, it is hereby clarified that these regulations and this competition is deemed a contract for giving grades, and the provision of section 33 of the Contracts Law (General Part), 5733 - 1973 applies to it. Any decision that will be made in the framework of the competition is not an issue that can be heard in court. Each Participant in the competition is presumed to be aware of the provisions in this section, and he will not be able to make any claim in this regard, including a claim that another specific law such as the laws on tenders applies.
10. The Participant in the competition hereby agrees, declares and undertakes that he releases the Competition Organizers and anyone on their behalf (including but not limited to employees and managers) and the judges, from any claim and/or lawsuit and/or demand related directly and/or indirectly to the competition and its results.
11. The Participant in the competition undertakes to compensate and indemnify the Competition Organizers, their employees, managers and anyone on their behalf and the judges (hereinafter: the “**Indemnification Recipients**”), immediately upon their first demand for any damage, loss, expenses, claim and demand (including legal expenses, attorney’s fees and VAT) of the Participant and/or of third parties towards any of the Indemnification Recipients, if he breached, by an act and/or omission, directly and/or indirectly, the terms of these regulations and/or Calcalist’s privacy policy.

### **The Terms of the Competition**

12. The Competition Organizers will publish the competition in the Newspaper and/or on the Website, at their discretion, and they will call upon the Participants to take part in the competition and alternatively they will contact companies and/or ventures, in order to interest them in participating in the competition.
13. Registration for the competition will be on the Competition Website only, at \_\_\_\_\_ (hereinafter: the “**Competition Website**”).
14. The competition will open for registration on May 4, 2023, and registration will end on June 8, 2023 at 23:59 (hereinafter: the “**Registration Period**”). Participants whose participation forms are not submitted to the Competition Organizers in full and properly, through the Competition Website during the registration period, will not be able to take part and participate in the competition and the Competition Organizers will not be responsible for failure to receive details of the Participants as mentioned.
15. Only start-up/technology companies that meet the following criteria **in the aggregate** (hereinafter: the “**Threshold Conditions**”) will participate in the competition:
  - 15.1. Israeli companies or companies with their headquarters in Israel;
  - 15.2. Companies that do not have any impediment/restriction for entering into a business engagement with the Doral Group.

16. The competition is intended for all companies and ventures that meet the Threshold Conditions and the other criteria according to these regulations, as set forth hereafter.
17. The Competition Organizers have the right to examine the Participants' compliance with the Threshold Conditions and/or the Criteria, inter alia as set forth hereafter. The Competition Organizers are also entitled to demand that the Participants present to them any document and/or data that will be required for the purpose of examining their compliance with the Threshold Conditions and/or Criteria as mentioned. Failure to cooperate on the part of a Participant in providing the required data may result in the termination of his participation in the activity, all at the sole discretion of the Competition Organizers.
18. It is clarified that a company that wishes to participate in the competition and meets the Threshold Conditions, as set forth above, will fill out participation forms that will be displayed on the Competition Website as set forth in section 13 above. The completed forms must be sent during the Registration Period and through the Competition Website only. It is clarified that it will not be possible to register for the competition by any other means.

### **The Course of the Competition**

19. The competition will be held in accordance with the stages set forth hereafter, and subject to the absolute discretion of the Competition Organizers.
20. **Registration to the Competition** - When registering for the competition, the Participants will be asked to fill out and send a “**participation registration form**”, which includes a questionnaire with reference to the Criteria that are worded in the method of the competition.
  - 20.1. Inter alia and/or in addition, the Participants will be asked to provide the following details regarding itself and its activities: the Participant's name, the address of the Participant's website, contact details (telephone and email), year of the Participant's establishment (if relevant), category affiliation to the field, scope of raised capital, Participant's presentation, background about the technology, the description of the innovative step and additional details at the discretion of the Competition Organizers if required.
  - 20.2. In addition, the Participants will be asked to specify in the registration form the degree to which they meet the criteria set forth hereafter, according to which the sorting, screening and selection of the Participants in the competition will be determined (hereinabove and hereinafter: the “**Criteria**”).
  - 20.3. **The relevant criteria for the competition will be as follows** (and subject to changes at the discretion of the Competition Organizers):

### **Selection Criteria**

- 25%: uniqueness, creativity, and technological innovation
  - 25%: quality of application
  - 25%: potential impact on the clean energy and climate industries
  - 25%: ability to support Doral's current or future clean energy projects.
21. **The initial screening stage**: The screening of the forms and the selection of the Participants that move on to the second screening stage will be done by the Competition Organizers, at their sole discretion, and will be performed, inter alia, according to compliance with the Threshold Conditions

and the degree of compliance with the Criteria set forth in section 20.3 of these regulations above. At this stage, the Participants will be selected to move on to the second screening stage.

22. **The second screening stage (semi-finals):** The Candidates who passed the initial screening stage will present their project to the panel of judges, who, based on the data in the registration forms, will be asked to choose approximately 10 Candidates (or any other number determined by the Competition Organizers at their sole discretion, inter alia in accordance with the number of Participants registered to the competition). The judges will award a score to the selected Candidates at their discretion, considering the Criteria. The Candidates who will receive the highest score by the judges will advance to the final stage and will be the finalists of the competition (hereinafter: the "**Finalists**"). The semi-final will take place on July 12, 2023 (subject to changes determined by the Competition Organizers at their discretion).
23. It is hereby clarified that judges will not take part in ranking Candidates in whom they have a conflict of interest or personal interest, either directly or indirectly. The Competition Organizers shall have the right to disqualify any of the judges' ranking, should any conflict of interest have discovered, either prior to, during, or following the ranking process.
24. **The third screening stage (the final stage and the selection of the winner):** The judges will choose from the final Candidates, at their sole discretion, the Participant that shall be declared as the winner of the competition, as set forth hereafter (the "**Winning Participant**").
  - 24.1. The selection event of the Winning Participant will take place on July 26, 2023 (or any alternative date to be determined by the Competition Organizers) and will be held with the participation of the Competition Organizers' representatives, the Winning Participant, and other Participants, at the discretion of the Competition Organizers.
  - 24.2. The Candidate with the highest rating will be declared the Winning Participant.
25. The coverage and publication of the Candidates and/or other relevant details, at all the stages, will be at the sole discretion of the Competition Organizers.
26. The names and other details of Participants who will be selected as selected Candidates and as final Candidates in the competition, will be published in the Newspaper and on the Website, at the scope and location according to the Newspaper's discretion.
27. The names and other details of the Winning Participant will be published in the Newspaper and on the Website, at the discretion of the Newspaper.
28. By sending the participation forms, the Participants thereby give their consent to the coverage as stated in sections 25 – 27 and 29 and in particular to the publication of details and photos of the Participants and anyone on their behalf and to coverage by other means of communication, including television, the press, radio, websites and social networks.

### **Winning the Competition**

29. The Winning Participant and the final Candidates' names will be published in the Newspaper, in accordance with the discretion of the Competition Organizers and subject to the conditions set forth above in these regulations. Furthermore, the Winning Participant will be awarded with the following prizes (the "**Prizes**"):

29.1. 50,000NIS Prize

29.2 50,000NIS Gift for advertising in Calcalist Digital

29.3 Potential strategic investment from Doral's CVC - Doral Energy-Tech Ventures

29.4 up to 50,000\$ to pilot your technology at one of Doral's sites around the world\*

as well as mentorship and support from Doral's engineering and innovation teams - and, when ready for a pilot project, Doral will provide the opportunity from one their sites around the world.

29.5 up to 3,600\$ for 12 hours of free legal advice + 2 hours of free strategic advice regarding intellectual property and patent - from Pearl Cohen Law firm

\* Subject to technology maturity and at Doral's sole discretion

The realization of the Prizes set forth above (excluding the execution of the Pilot) will be within 18 months from the date of their award; Doral Group will be entitled to replace the Prizes with prizes which shall be of a similar value in accordance with its sole discretion; the Prizes will be given according to the best judgment of the Doral Group, and the Winning Participant will have no claims regarding the nature and/or quality of any of the Prizes.

30. The Competition Organizers reserve the right to postpone and/or cancel the awarding of the Prizes to the Winning Participant, including in one of the following cases:

30.1. Concern of impropriety and/or forgery and/or fraud in connection with the eligibility of the Winning Participant and/or another concern regarding harm to morality.

30.2. The Winning Participant's refusal to provide details and/or his refusal to be covered as set forth in sections 25 – 27 and 29 above.

30.3. The presentation of an incorrect or an inaccurate data during any or all stages of the competition.

If the Winning Participant did not comply with the competition instructions set forth in these regulations, all or in part, the Competition Organizers will not be obligated to announce such Participant as the Winning Participant; And the Competition Organizers shall have the right to announce the second best Participant (according to the final ranking) as the Winning Participant.

### **Copyrights and Privacy**

31. Competition Participants waive any claim and/or demand and/or lawsuit in connection with publications made by the Competition Organizers and/or anyone on their behalf, including under the Privacy Protection Law, 5741- 1981, and they waive any claim and/or demand regarding information and materials that will be delivered by them, it is clarified that the delivery of the information and materials as a condition for participation in the competition is at the sole responsibility of the Participants, and that the Participants are not required to deliver the information and materials, however they may not be able to participate in the competition if they do not do so.

32. The Participant may mark any material submitted during the competition as a confidential information which shall not be disclosed to any other third party other than the Competition Organizers and the judges ("**Confidential Information**"). Notwithstanding the above, a brief description of the Participant's innovation shall not be included under the Confidential Information definition. The Participants hereby acknowledge that the Competition Organizers have the right to

publish, in the Newspaper and on the Website, at their sole discretion, details, including photos, videos, texts or part of them – which may refer or include any information submitted by the Participants during the competition which have not been marked as Confidential Information, including a brief description of the Participants' innovation, and the Participants express their consent in advance to any such use of the information.

33. The Participants undertake and declare that they have all the rights required by any law and/or agreement in the information and materials that will be submitted by them to the Competition Organizers as part of their participation in the competition. To the extent that there are any rights of any third parties in the information and/or images and/or videos and/or texts and/or other materials, the Participants undertake to obtain the prior written consent of the relevant owners for any use made by it and by the Competition Organizers in the framework of the competition. the Participant hereby undertakes to compensate and indemnify the Competition Organizers and anyone on their behalf, according to the provisions of section 11 above, as well as for any damages occurred to the Competition Organizers and anyone on their behalf resulting from the use of such information and/or materials, upon first demand.
34. The Participants, by their participation, accept on themselves all the provisions of these regulations. Any party participating in the competition and/or anyone on its behalf will not have any claim, of any type and kind, regarding the provisions of these regulations.

#### **Additional Terms**

35. Participation in the competition is not conditional on any payment. A Participant will not have any claim, lawsuit or demand against “Calcalist” and/or the Doral Group and/or Gitam and/or the judges and/or anyone on behalf of the above, including regarding the features of the competition, its instructions, its limitations, the way it is managed and the rules regarding winning. The Competition Organizers do not guarantee that the competition will not be interrupted and that it will be conducted without limitations or interruptions, that it will be managed without errors, will be immune from unauthorized access, damage, mishaps, inaccuracies, typographical errors and malfunctions - including malfunctions in the hardware, software or communication lines to the Website.
36. In any case of a dispute and/or objection regarding the manner of conducting the competition and/or its results and/or regarding the interpretation of the regulations, the Competition Organizers shall have the exclusive right to rule and their decision will be final and binding on the Participants and all parties involved in the competition.

#### **Law, Jurisdiction and Prescription Period**

37. The law governing these regulations and everything arising from it is the Israeli law only. The competent courts in the Tel Aviv district have exclusive jurisdiction. The prescription period for any claim in any matter arising directly and/or indirectly from participation in the competition is one year (12 months) following the first announcement of the Winning Participant. It is clarified that the provisions in this section do not derogate from the provisions in section 11 above.

#### **The Finality of the Terms of Participation**

38. The provisions in these regulations are completely exhaustive and they supersede any representation, statement, commitment, publication, etc. that were given, if given, by the Competition Organizers and/or the Website and/or anyone on their behalf, or by any other party. The Competition Organizers may change at any time the terms of participation in the competition,

all or in part, at their sole discretion, including the stages of the competition, the Threshold Conditions, the Criteria and the Prizes, and a notice regarding the change will be published on the Website ("**Official Publish**"). Any amendment or addendum to the regulations herein not published by an Official Publish, shall be void and shall not bind the Competition Organizers or the Participants. The change will take effect within 24 hours after its publication as stated, and it will apply to the competition from the time it came into force and thereafter.