

Infineon Motor Drive for Solar Pump Challenge ("Challenge")

A. Introduction:

1. The Challenge is hosted by Infineon Technologies India Pvt. Ltd ("Infineon"), with StartUp India as the official organizer ("Organizer"), and in collaboration with Accelerating Growth of New India's Innovations ("AGNI"), Avnet India Pvt Ltd ("Avnet") and Amber Enterprises India Ltd (the four parties collectively as "Collaboration Partners"). Infineon, Organizer and Collaboration Partners are hereinafter collectively known as "Hosts".
2. Problem Statement: Design cost effective and energy efficient motor drive solution for solar pumps.

B. Eligibility:

1. The Challenge is open to individuals who are passionate about technology and is able to offer innovative solutions based on the problem statement and technical requirements (to be) provided ("Solutions").
2. Employees of the Hosts and their family members are not eligible to participate in the Challenge.

C. Contest Structure:

Phase 1 – Registration of Interest

1. An individual or team of maximum 3 members wishing to register for the Challenge ("Applicant") must complete the online registration form at the official website of the Challenge, <https://www.startupindia.gov.in/> ("Official Website") by 14 March 2021, 12a.m (India time) ("Closing Date"). Each individual can be a member of only one team in the Challenge.

Phase 2 – Proposal of Solution

2. The Hosts will evaluate the Registration of Interest submissions and shortlist Successful Applicants based on the background and technical competency of the team. Successful Applicants that are shortlisted to participate in Phase 2 ("Phase 2 Participants") will be notified in writing by the Organizer through the contact details provided during its online registration.

3. The Hosts will provide a list of products which can be potentially incorporated into the Solution and the technical requirements to the Phase 2 Participants.
4. Phase 2 Participants will have to go through a workshop / webinar conducted by Infineon and/or industrial experts, and then submit the following:
 - a. Proposal of the concept, features, functionality, architecture etc of the proposed Solution
 - b. Development timeline and commercialization plans
5. Schedules of the workshop / webinar will be posted on the Official Website once they are available.
6. The submissions will be evaluated based on the innovation, feasibility and business potential of the Solution. The Solution must incorporate at least one (1) Infineon's product. The shortlisted teams to enter into Phase 3 will be announced by April 2021.

Phase 3 – Prototype Development

7. Successful Applicants that are shortlisted to participate in Phase 3 ("Phase 3 Participants") will be notified in writing by the Organizer through the contact details provided during its online registration.
8. The Hosts will provide hardware worth up to USD 100 for each team free of cost to work on the prototype, subjected to the discretion of the Hosts.
9. Phase 3 Participants may seek technical consultation through an online forum (details of this online forum will be made available to the Phase 3 Participants on the Official Website). The Host will endeavor to answer the queries posted by the Participants within a reasonably practicable time, but shall in no event be held responsible for any delays or failures to respond to the Phase 3 Participants.
10. Phase 3 Participants are expected to do a video demonstration of the Solution and submit the following:
 - a. Engineering sample(s) of the Solution or a proof of concept
 - b. Project report, including test results
11. The submissions will be evaluated based on the innovation, feasibility and business potential of the Solution. The shortlisted teams to enter into the pitching event will be announced by July 2021.

Pitching Event

12. The top ten (10) Applicants will participate in the pitching event ("Finalists") and they will be notified in writing by the Organizer through the contact details provided during its online registration.
13. On the day of the Pitching Event, Finalists will be given ten (10) minutes to present their proof of concept and demonstrate the feasibility of the Solutions through prototypes demonstrations and presentations to the panel of judges formed by members of the senior management of the Hosts.

Final Event

14. The final results of the Challenge will be announced during the final event, which will be a public event attended by representatives of the Hosts and the media.

D. Important dates

Phase 1	Before 14 March 2021, 12a.m
Phase 2	15 March to 13 April 2021
Phase 3	14 April to 10 July 2021
Pitching Event	24 July 2021
Final Event	09 August 2021

E. Prizes:

1. The prizes for the winning Solutions are:
 - First prize: 3 X electronic gadgets total value upto ₹4 Lakhs
 - Second prize: 3 X electronic gadgets total value upto ₹ 2.5 Lakhs
 - Third prize: 3 X electronic gadgets total value upto ₹ 1.5 LakhsTeam size should be max 3
Electronic Gadgets include Laptops & Tablet devices
2. The winning team may also receive an opportunity to extend its Solution to a real industrial application, subject to mutually agreed conditions.

F. General Terms and Conditions

1. By registering for the Challenge you (whether as an individual for individual participation or on behalf of your team for team participation) agree to the following terms and conditions ("Terms and Conditions") unconditionally. You shall ensure each of your team members complies with these Terms and Conditions.
2. Applicants shall ensure that the information provided for registration is accurate and complete. If the information provided during the online registration is found to be incomplete, inaccurate or late, the Applicants may be disqualified. Except with the prior written consent, no amendments shall be made to any registrations (including the composition of any team) after the Closing Date.
3. All decisions made by the Hosts in connection with the Challenge, including but not limiting to shortlisting of Applicants to the subsequent rounds, type of prizes, eligibility criteria to receive prizes, shall be final and not subject to review and/or appeal. The Hosts reserve the rights, in its sole discretion, to cancel, modify or suspend the Challenge in whole or in part, and to modify the Terms and Conditions, as it deems fit by publishing the amended terms on the Official Website. It is your responsibility to check the Official Website regularly for such updates or modifications. The amended Terms and Conditions shall take effect and bind you upon publication.
4. All prizes will be awarded to the Team Leader of the qualifying team. The Organizer will not in any way be responsible for the division of the prizes among the members of the team.
5. The Hosts are not responsible for any taxes involved due to the participation of this Challenge. Applicants acknowledge that they are solely responsible to ensure that their participation in the Challenge complies with all relevant laws and regulations.
6. Except where prohibited by law, by participating in the Challenge, you agree to the use and collection of personal data and information such as your name, personal identification number, photographs, recordings, quotes, videos, entries, presentations, prototypes and Solutions in the course of your participation in the Challenge, including during the registration process. You consent to the Hosts' use of your personal data in connection with the Challenge, including for advertising and publicity activities with the aim to promote the Hosts' products and such may include but not limited to publication of your photos or recordings on media platforms, demonstrating the functional or capability of the prototypes to its customers and exhibiting the prototypes during certain road shows, conferences or exhibition.

7. You shall ensure that your Solutions and relevant prototypes or presentations:
 - (a) is an original work and does not contain any viruses, Trojan horses, worms, malware or other disabling devices or harmful code and
 - (b) in no way in whole or part of, violates any law, regulation, intellectual property rights or other proprietary rights (including but not limited to privacy and publicity rights) of any third party.
8. All Materials, product samples, information, documentation, technical support or any other materials are provided by the Hosts for the Challenge on an "as is" basis and the Hosts does not give any warranty of any kind, whether express or implied, in respect of the aforesaid, including but not limited to warranty with respect to its accuracy, completeness, or fitness for purpose. Additionally, the Hosts shall in no event be held responsible for any delays or failures to answer any queries posted by you.
9. The Hosts disclaim all liability in respect of the Challenge, to the extent permissible by law. In no event shall the Hosts be liable to you for any special, indirect, incidental, consequential damage of any nature whatsoever, loss of profits, loss of revenue, contracts, anticipated savings or business, pure economic loss, loss or corruption of data, loss of opportunity and/or expectation loss. By entering the Challenge, each Applicant agrees to release all of the Hosts and their affiliates from any and all liability in respect of the Challenge.
10. No rights, licenses, title and interests to any intellectual property owned or controlled by the Hosts and/or its affiliates are granted to any Participant.
11. Each Participant hereby grants Infineon and its affiliates a world-wide, non-exclusive, transferable, perpetual, irrevocable, fully paid-up right and licence to use, modify, reproduce, exhibit, publish, demonstrate, distribute or create derivative works (or have others exercise such right and licence on its behalf) of all intellectual property in any Solutions (including copyright in any source or object codes), whether or not for the Infineon's business or operational purposes, and including the right to sub-license such intellectual property or derivative works.
12. All fixes, modifications and improvements to the Infineon products conceived of or made by any Applicant or Participant pursuant to the Challenge that are based, either in whole or in part, on feedback, suggestions or recommendations of the Applicant or Participant are the exclusive property of Infineon and all right, title and interest in and to such fixes, modifications or improvements to the Infineon products shall vest solely in Infineon.

13. In the event that the Participants intends to commercialise any product(s) and/or solution(s) generated by the Participant in respect of its Solution, before the Participant may offer to collaborate with any third party on commercializing such product(s) and/or solution(s), the Participants shall grant Infineon and its affiliates the right of first refusal to collaborate with the Participant on the commercialization of such product(s) and/ solution(s) including but not limited to the development of any such product(s) and/or solution(s) for sale, distribution, proof of concepts and/or trial(s) for third parties ("Right of First Refusal"), to the extent allowed by law. In the event if Infineon and/or its affiliates elects to collaborate with the Participant whether pursuant to its Right of First Refusal or for any other reason, Infineon and/or its affiliates and the Participants shall commence negotiations in good faith and enter into a separate written agreement for collaboration on commercial development of the aforesaid product(s) and/or solution(s).
14. Your participation in this Challenge is at your own risks and expense and you shall (a) be solely responsible for providing all hardware, software and other relevant equipment; and (b) bear all associated costs and expenses relating to and/or arising out of your participation in this Challenge.
15. Each Hosts and each Applicant are independent contractors. Nothing herein contained shall constitute a partnership, employer-employee relationship, principal-agent relationship or joint venture between each Host and the Applicants hereto. Each Applicant is free to purchase Infineon's products from any authorized sources.
16. The Terms and Conditions shall be governed by and construed in accordance with the law in force in India without reference to its conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

Any dispute or difference between the Participants and the Host, shall be finally settled by arbitration in India under the Arbitration Rules of the Singapore International Arbitration Centre ("Rules") for the time being in force. The arbitral tribunal shall consist of 1 arbitrator, who shall be appointed in accordance with the Rules. The language to be used in the arbitration proceeding shall be English. The award by the arbitrator(s) shall be final and binding upon the Parties.

17. In the event any provision or part thereof of this Terms and Conditions is held to be unenforceable or invalid then such provision or part thereof shall be struck off and all remaining provisions shall remain in full force and effect.
