

PROGRAM BASIS

“THE PIA CHALLENGE – DIGITALIZATION AND NEW TECHNOLOGIES”

1. Introduction

The **AECOC** Open Innovation Platform (PIA) was born with the ambition of becoming a benchmark for innovation and collaboration between FMCG and Horeca companies. Conceived as a facilitation, meeting and collaboration service between associated companies (corporate) and the entrepreneurial ecosystem.

Within the framework of the PIA, a **Steering Committee** has been created (**made up of leading companies in mass consumption and the Horeca channel, in collaboration with AECOC**). This will define the challenges to work on with the aim of presenting startups and discovering the most disruptive companies of the moment, whatever the phase (from Startups Phase Seed to Scale Up), to be able to solve these challenges.

The challenges proposed by the Steering Committee will be classified into two categories, depending on the development phase of the startup:

- First category: **Innovation LAB (I-LAB PIA)**, challenges aimed at startups from the Seed to Growth phase, with a shorter duration, approximately 2 months. The startups will receive basic advice, ending with a Demo Day.
- Second category: **THE PIA CHALLENGE**, challenges aimed at startups in the Scale Up phase. The duration of the program is more than 6 months. The startups will receive mentoring and advice from **AECOC**. In addition, the directors of the participating corporates with the aim of carrying out a Pilot or PoC with a reduced number of Corporates.

2. Objective

The challenge program **THE PIA CHALLENGE – DIGITALISATION AND NEW TECHNOLOGIES** is focused on open collaboration between corporates and startups with the aim of responding to the sectoral challenges faced by Mass Consumption, Retail and Horeca.

The objective is to respond to specific sectoral challenges more quickly, efficiently and with less risk, addressing them collaboratively, between the companies that make up the value chain and the entrepreneurial ecosystem.

3. Target Audience

THE PIA CHALLENGE – DIGITALISATION AND NEW TECHNOLOGIES program is aimed at startups with the following characteristics:

- The startup is a company with a legal personality.
- At least 2 full-time founders.
- The product is already on the market and its traction can be demonstrated with good business metrics.
- The startup can be national or international as long as the time difference and distance are not an inconvenience for the correct evolution of the program.
- Solutions aligned with the needs of the challenge of Digitalisation and New Technologies.
- Proposes a good solution for our challenges.
- Any startup that meets the requirements of the program base, regardless of its legal form.

Proposals and solutions are sought that provide differential value through the application of innovation, technology or new business models, to provide a total or partial response to any of the challenges that have been defined from the business lines involved in the program.

4. Participation requirements

THE PIA CHALLENGE 2023 – DIGITALISATION AND NEW TECHNOLOGIES Program is aimed at startups in the innovative ecosystem that can provide a partial or total solution to the challenges posed.

Those startups that meet the following requirements may participate in the selection process of **THE PIA CHALLENGE - DIGITALISATION AND NEW TECHNOLOGIES** program:

1. Projects and solutions to challenges must be original. AECOC reserves the right not to accept projects that are not considered original. Alternatively, the startup has no rights over it.
2. Be a startup that meets the requirements of the “Target Audience” point.
3. Participants must have the legal capacity to assume the obligations derived from these bases.
4. All participants, both companies and their partners, must have no criminal record, as well as be up to date with their tax and Social Security debts. **AECOC** at any time may require the accreditation of the above extremes by providing the corresponding certificates issued by the competent bodies.
5. **AECOC** reserves the right to exclude, in the event that compliance is not proven, of the aspects mentioned in the two immediately preceding sections.

5. Application for participation

To participate in the Program it is necessary to complete the Application for participation by registering and sending information through the online form available on the program's website.

Applications for participation received or attempted to be formalized after the application admission deadline detailed below will not be considered for participation in the program.

6. Program

The program will focus on solving the defined challenges, mentoring sessions will be held for startups and a match marking will be carried out between startups and experts from AECOC and/or directors of the participating corporations.

a. Challenges identified for the 2023 edition of THE PIA CHALLENGE program – Digitalisation and New Technologies

1. Transforming the consumer shopping experience towards the retail and Horeca of the future

- Data-driven improvement of purchasing processes
- Enhancing the omni-channel shopping experience (digital/physical PoS)
- Improving the post-purchase customer experience

2. Innovation and digitalization of the value chain (from cradle to cradle).

- Robotics and AI for process automation and optimisation in the value chain
- Sustainable logistics and product traceability
- Process and resource optimization through data analysis
- Innovation in e-commerce and delivery

b. Phases and schedule of the program

- 1. Registration period:** **AECOC** will launch the call for the challenge of Digitalisation and New Technologies, so that the participants send their proposals for solutions to the challenges. The startup registration period will start from the publication of these rules (April 27, 2023) and will end after 6 weeks (June 08, 2023).
- 2. Selection period:**
The project selection period will run after the end of the application submission period. **AECOC** and its partner TheCUBE will preselect the candidates who have presented those solutions that are considered to have potential and possibilities for scalable development, all the candidates will

be informed of the solutions that have been selected to participate in the program. If solutions are not found for any of the challenges posed among the proposals received, **AECOC** could consider the candidacy of that challenge void. Similarly, the incorporation of more than one solution to the same challenge could be considered.

3. **Demo Day:** A session will be held in which the selected startups will present their solutions to the corporates that are part of the challenge, AECOC and its partners. The exact date will be known the day that the selected startups are announced.
4. **Premium Industry Insights:** Access to premium training content on edge-cutting technologies within the FMCG and Food Service sectors for the finalists startups taught by experts from AECOC and managers of the participating corporations. The start date of these sessions, as well as the date of each of these, will be communicated once the Demo Day is over.
5. **Corporate Match Making:** Group sessions among the finalist startups and high-level profiles from the innovation area of the participating corporates, that will share relevant industry insights and help the startups define collaborative pilots that might be developed. The convening of the sessions will be agreed according to the availability of all the parties involved.
6. **Pilot projects:** The start date of the pilots will be indicated once the Matchmaking sessions have finished and the pilots have been defined. There will be two possibilities for pilots. When a collaborative pilot is defined (two or more corporates + one or more startups) AECOC will support the pilot in its management and through the Technical Project Office.

During the program, the following aspects may be subject to negotiation, without limiting or exclusions:

- 1) Specific content of the collaboration between **AECOC** and each shortlisted application.
- 2) General terms and conditions for carrying out a proof of concept with **AECOC**.
- 3) If required, possible attribution of intellectual and industrial property, expertise or any other rights derived from the solution project and/or participation in the economic benefits derived from the solution created jointly with **AECOC**.
- 4) Joint participation of several pre-selected candidates in the development, together with **AECOC**, of their respective solutions is possible.

The presentation of solutions to THE PIA CHALLENGE program implies acceptance of these rules entirety.

c. Project evaluation and selection criteria

The selection of solutions is a decision of **AECOC** and participation in the selection process does not grant the participant the right to be selected. The selection of solutions, some criteria have been defined that will help to assess the different applications:

- The startup and its team must share the **AECOC** mission: *"Improve the competitiveness of the entire value chain, sharing solutions, standards and knowledge to make it more efficient and sustainable, providing greater value to the consumer"*
- Helps to generate an ecosystem: a business/product/service model that allows the ecosystem of solutions based in digitalisation and new technologies.
- Proposes an innovative solution: it is a disruptive business/service model that will allow us to be where we were not before to offer what we did not offer before. The innovative degree of the product or service will be analyzed in comparison with the state of the art of the sector, degree of maturity, technology used or potential for scalability of the technology within the business (leveraging existing resources, infrastructure, geographies, etc.).
- Partners working Experience: development experiences (e.g. collaboration with universities, companies etc.), experience as a supplier (e.g. they have sold consultancy or part of development to a company, experience in understanding external problems / defined by a third party), motivation / interest in collaborating with a corporation.
- Financial perspective: It is a startup financially solid enough, within the limits of a startup, to be able to serve a multinational and to be able to maintain a large-scale and long-term collaboration.
- Team and maturity of the company: CV of the participants, degree of maturity of the business (e.g. alliances and key partners, initial investments, clients, first sales, etc.), and capital needs, internal organization and processes.
- Human match: Human match between the startup team and the **AECOC** and Steering Committee team.
- Potential impact on the business: scalability potential of the solution proposed by the innovative agent, time of financial return, development of competitive advantages for the business in the short-medium term (e.g.

access to new technologies, access to technical profiles, etc.) or feasibility of collaboration.

7. Rights recognized to AECOC by the program THE PIA CHALLENGE – DIGITALISATION AND NEW TECHNOLOGIES

The participation of the selected projects in **THE PIA CHALLENGE – DIGITALISATION AND NEW TECHNOLOGIES** program will imply recognition in favor of **AECOC** of the following image rights.

The participants authorize **AECOC** to invite specialized and/or general press to cover the different activities carried out during the program period.

Likewise, all the selected participants will authorize **AECOC** to disseminate and publish through the internet and in specialized and/or general press media a summary of the projects in question, as well as the image and name of the participants responsible for such projects. The foregoing shall be understood without prejudice to the rights resulting from the applicable legislation and/or the Collaboration Contracts that are signed.

8. Confidentiality and personal data protection

Both **AECOC** and the participants in the program are obliged to maintain any information exchanged, in terms of strict confidentiality, as well as not to disclose to third parties, completely or in part, the information and documentation received from the other Party related to the Program.

The personal data provided will be processed by **AECOC**, with NIF G-08.557.985, and address at Ronda del General Mitre, 10, 08017, Barcelona, as data controller. Said data will be used to manage your participation in the Program.

The legal basis that legitimizes this treatment is the need for the execution of the provisions of these bases. For this purpose, your data will be processed for a period of two years for possible subsequent communications and program management.

Additionally, your data will be used to inform you and send you communications, including by electronic and/or telematics means, about the activities, projects and news of both the program and the different innovation initiatives that we promote and that may be of interest to you, protected by the interest legitimate **AECOC**, and that do not require your consent. For this purpose, your data will be processed until the moment in which you decide to oppose this processing, delete your data or limit the processing thereof.

Likewise, **AECOC** has collaborating service providers, such as computer and web maintenance companies, or third parties that it relies on for the management of events that, due to the provision of its services, access personal data of **AECOC**. However, a selection is made, we make a selection and control of these third parties with whom we

have signed data protection agreements, where they are obliged to comply with a series of data protection obligations.

Except for the above assumptions, we do not communicate your personal data to any additional third party. In the event that any of our service providers or computer systems is located outside the EU, we will adopt all the guarantees that are applicable in accordance with the regulations foreseen to guarantee an adequate management of the data.

By providing your data, you guarantee that you have read and expressly accepted the processing of your personal data as indicated. However, at any time you can exercise your rights of access, rectification, deletion, opposition, limitation of its treatment and portability, when said rights are applicable, through written communication to the postal address indicated above or by email to info@aecoc.es, providing a photocopy of your DNI or equivalent document and specifying your request.

Likewise, if you consider that your data has been treated inappropriately, you will have the right to file a claim with the Spanish Data Protection Agency (C/ Jorge Juan, 6. 28001 – Madrid www.agpd.es) or with our Data Protection Delegate.

9. Intellectual and industrial property

The participants will be responsible for having formalized the protection measures of their intellectual and industrial rights, prior to the presentation of their Solutions.

If the Solution Project is eligible for protection as a utility model or as a patent, the report on the state of the art prepared by the Spanish Patent and Trademark Office must be attached to it. Otherwise, **AECOC** may require the candidate to request it as a condition for the development of the solutions. In the event that the startup generates elements susceptible to protection in the Patent and Trademark Registry, the parties will refrain from any written or verbal disclosure (conferences, etc.), which may harm the requirement of "novelty" essential for said protection is feasible.

By presenting their solutions, the candidates guarantee **AECOC**:

- a) The solutions presented are original to their authors and/or have full rights and disposition over them.
- b) If the projects are the unitary result of the collaboration of one or several participants with **AECOC**, the project will be treated as a collaborative work in accordance with article 7 of the LPI, the resulting rights belonging to all of them as co-authors, without prejudice to what agreed by the participants and **AECOC** in the Collaboration Contract.
- c) Participants authorizes **AECOC** to publish the summary of the solutions on their respective official websites, if the "novelty" requirement is not prejudiced, and accepts that visitors to the web pages have access to said information in accordance with the conditions of use of website

d) Participants authorizes the use by **AECOC** of the name and title of its solution, without a time limit, to be mentioned on the website or for any related actions or events, as well as for its reflection in the historical archives and supports of various kinds of **AECOC** and its programs.

e) Participants authorizes the use by **AECOC** of the name and title of its solution, without a time limit, to be mentioned on the website or for any related actions or events, as well as for its reflection in the historical archives and different supports of AECOC and its programs.

f) If during execution, the participant has to access the documentary and knowledge base (type contracts, data, etc.) of **AECOC**, the participant must accept access through the corresponding confidentiality agreement established by AECOC.

10. Transfers

The transfer by any title of the condition of participant must in any case be authorized by **AECOC**, as appropriate, who may object in the event that the new participant or partner does not meet characteristics of intellectual or economic solvency analogous to those of the transferor. As well as in the case of third parties linked to companies that are competitors of **AECOC**.

11. Responsibility

Participants declare that the solutions, technologies, works and projects presented are original, and that the concepts and/or creative elaborations that compose them have not been made by non-participating third parties or that, where appropriate, they have the relevant authorizations to the presentation. If a third party claims, for the violation of any intellectual or industrial property right, **AECOC** will be exonerated from all Responsibility

Participants will be liable to AECOC and/or the corporates for any expense or damage arising from third-party claims because of any breach of the obligations of said participants under these rules.

The use of the Site by the User implies knowledge and acceptance of the characteristics and limitations inherent to Internet technologies, especially in relation to response times to consult or interrogate the server that hosts the Site, technical performance, the risks of interruption and, in general, to any risk involved in the transmission of data.

Consequently, **AECOC** is not responsible for any damage resulting from access and/or use of these links or the information they contain. Likewise, the User is informed that

access to the Site may be interrupted for technical or maintenance reasons. The User accepts these interruptions and waives any claim in this regard. The use of the Site by the User implies knowledge and acceptance of the characteristics and limitations inherent to Internet technologies, especially in relation to response times to consult or interrogate the server that hosts the Site, technical performance, the risks of interruption and, in general, to any risk involved in the transmission of data

12. Dissemination of the winning projects and image rights

AECOC reserves the right to capture the finalist and selected projects in a publication created for this purpose, as well as in the company's publications and websites, in terms that do not prejudice the "novelty" requirement, in the event that the Project is susceptible to registry protection.

Likewise, **AECOC** may reproduce, in whole or in part, provided that the "novelty" requirement of the elements to be registered is not prejudiced, in those means it deems appropriate, the finalist and selected projects as well as the name of the authors, without that this implies any limitation to the property rights over them.

By participating in this program, the participants automatically consent to the transfer, use, publication and reproduction throughout the world of their image, name and surnames without prejudice to the provisions of section 7 a) and 8 of these Rules. As well as a mention to the finalist and selected projects, in any type of advertising, promotion, publication, including TV, Internet, Social Networks or any other medium of nature during the duration of THE PIA CHALLENGE 2023 program. As well as on later dates for informational or corporate purposes, if these are related to this program, without this generating the right in favor of the participant to receive any compensation for it.

13. Acceptance of the bases and legislation

Participation in the call implies full acceptance of these rules and the waiver of any type of claim by the candidates.

AECOC reserves the possibility of introducing mere procedural measures to facilitate the development of the call, committing to communicate, on the website mentioned in these bases, said modifications so that all participants have access to them.

AECOC will respect the stipulated deadlines, not being able to reduce them in any case. However, **AECOC** may extend the agreed deadlines if it considers that for reasons of opportunity or necessity it is convenient to extend both the periods of the call and of the program.

14. Regulatory and Environmental Compliance

The Parties state that the Startup is a legally constituted company and that it is in full compliance with Spanish legislation, especially with the safety, health, and environmental regulations.

Likewise, the Startup acquires the commitment to respect and enforce all the legislation/regulations applicable in matters of safety, occupational health and the environment (both state, regional and local), being for this reason the sole and exclusive responsible, for non-compliance or defective compliance with it, both civil, criminal, labor, environmental and administratively, **AECOC** being exonerated from any responsibility for it.

The Startup guarantees to have a Safety, Occupational Health and Environment Policy (or equivalent commitment) consistent with the applicable legislation/regulations in these matters.

15. Final considerations.

This Program may be modified, interrupted and/or canceled if justified circumstances arise that require it. Likewise, AECOC reserves the right to declare the award void if no project presented meets the expected quality.

16. Resolving Doubts.

With the intention of carrying out a program based on clarity and transparency, **AECOC** will resolve the queries or doubts formulated by the participants.

To make inquiries or resolve doubts related to the program or with the presentation of applications for admission, those interested can contact **AECOC** through the following email address: info@aecoc.es.

A maximum period of fifteen (15) calendar days from the publication of the program is established to ask questions. After the aforementioned period, AECOC does not guarantee the answer to the questions.