

**LEGAL TERMS AND CONDITIONS
THEHOP PROGRAM**

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**PROGRAMA DE
EMPRESARIADO
COLABORATIVO**
Estrella Galicia 

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INTRODUCTION

The mercantile HIJOS DE RIVERA, S.A. sole proprietorship, hereinafter Estrella Galicia, domiciled at C/ José María Rivera Corral, no. 6, Polígono A Grela, 15008 A Coruña and Tax I.D. number A-15002637, holds the 1st edition of the Collaborative Entrepreneurship Program for start-ups called **THEHOP**.

THEHOP is a program created with the desire to promote, drive and foster innovation, effort, research, technology and creativity in the framework of Estrella Galicia.

THEHOP is a bet by Estrella Galicia for new talent, and an initiative that will help young entrepreneurs to make “the leap” by growing their companies while adding value to the company by working and cooperating with each other, forming part of the Estrella Galicia ecosystem. Through the THEHOP Awards, innovative projects of real application will be selected in the Estrella Galicia value chain.

The objective of THEHOP with this call is to drive the development of a maximum of six projects that contribute innovative products or services within the following six strategic areas of activity:

- Supply Chain
- Manufacturing and Product Quality
- Logistics
- Management
- Marketing
- Commercialization

Technologies of the selected projects may include:

- Big Data
- Internet of Things
- Artificial Intelligence (automatic learning or machine learning)
- Robots / Bots
- Mobile applications

The projects selected by THEHOP will be offered:

1. **Corporate Immersion Program.** Period of immersion in the culture and environment of Estrella Galicia and Hijos de Rivera at their physical headquarters in A Coruña.
2. **Entrepreneurship Training.** Specific training in Growth Hacking to enhance the growth of the start-ups. This training will be taught by Digital Innovation Centre in their Madrid headquarters.
3. **Cultural Immersion Phase.** Immersion phase in Galician culture and customs. In this phase, they will have the opportunity to interact with local reference institutions.

4. Acceleration Program.

- **Work space – ESPAZO THEHOP** - in Madrid, in the privileged environment of El Garaje® (Cristóbal Bordiú Street, no. 13)
- **Acceleration services** required so that the teams can drive their projects (identity and marketing, legal support, business plan support, etc.)
- **Mentoring.** The acceleration phase consists of a mentoring program that aims to assign a corporate mentor from Estrella Galicia to each start-up. It will also have a pool of mentors specialised in entrepreneurship, technology and innovation, business, consulting, etc. that supports those Selected in the development of their start-up.
- **Networking.** Possibility of broadening the network of professional contacts through interacting with other start-ups, entrepreneurs, mentors, professionals and employees of Estrella Galicia and THEHOP.

In addition, for being a participant of THEHOP you can benefit from.

- **National and international broadcasting** through the different media of Estrella Galicia and THEHOP.
- **Pilot projects.** Possibility of performing pilot projects, tests or experiments, to develop along with Estrella Galicia.
- **Synergies.** Possibility of participating in future projects together with Estrella Galicia.
- **Marketing.** Possibility of marketing through the channels of Estrella Galicia.

I.- PARTICIPATION AND ADMISSION DEADLINES.

THEHOP is directed at entrepreneurs, of legal age, resident in Spain and/or Brazil. Also both, natural (autonomous professionals) and legal persons (established companies) that form a team, may participate. Regardless of the number of employees that form the start-up, a maximum of three members of the start-up will participate in the program.

The fulfilment of the following requirements will be evaluated positively in the selection of the candidacy.

- The participating start-ups may not have more than six employees.
- That at least two (2) members of the team, ideally the founding partners, are completely dedicated to the project.
- That these members of the team are owners of at least 51% of the net worth of the start-up.
- It is recommended that all participants have a high level of Spanish, both written and spoken, although a high level of English will be assessed positively in the absence of Spanish.

THEHOP will only admit one candidacy per each start-up. If more than one is found, only the first one registered will be kept in mind.

All projects presented must be done in the way indicated in the call, with the information that is requested and in the required format, within the established deadlines, and must meet as many additional requirements as are established in these Terms and Conditions. Failure to comply with the presentation format will entail automatic exclusion of the project.

The deadline for the project presentations will begin May 31st, 2018 and end August 31st, 2018 at 23:59 p.m. (Time zone of Madrid, Spain)

II.- REQUIREMENTS, DOCUMENTATION TO BE PRESENTED, REGISTRATION.

For a Project to be admitted in the call it must be an unprecedented, innovative project that adds value to Estrella Galicia in the framework of their activities.

Ideally, the participating projects must have a minimum viable product (MVP) created or a prototype that has commercial viability, although companies or projects in ideation or conceptualisation phase of products or services will be accepted.

The jury may exclude Projects from the call that it finds do not meet the indicated requirements.

The registration process will be done on-line: www.thehop.xyz

To present a candidacy participants must complete the corresponding on-line form following the indications. The registration process is considered complete when the registered participant receives an email from THEHOP certifying their registration.

Those candidacies that are not presented in the aforementioned website and accompanied by the duly completed registration form, may be automatically eliminated. Estrella Galicia has no obligation to notify affected participants of their elimination.

Estrella Galicia is exempt from any liability for damages of any nature that may be due to temporary lack of availability or access failures of the website enabled for the submission of candidacies.

The candidacies must guarantee, with total indemnity for Estrella Galicia, the truthfulness of the information provided, and that they are the owners –or have obtained authorisation from the owners– of the information provided and of the exploitation rights against third parties of all documents, graphic materials and other data included in the presentation form. Estrella Galicia may use that information for the dissemination of the awards or winners.

III.- SELECTION AND ASSESSMENT PROCESS.

Before assessing the projects, THEHOP will first verify compliance with the terms and conditions in these Terms and Conditions of the candidacies received. Specifically, it

expressly certifies that the works will not be eligible that do not conform to the terms and conditions to their full extent.

The assessment of the projects presented will be based on the following criteria:

- The innovation that the project submitted to the contest supposes and the arguments that demonstrate its value so that it can become a reality.
- The human team that makes up the start-up or project presented
- Viability of the projects, both technical and economic/organisational.
- Ability and experience of the team to develop the proposal presented.
- Maturity of the idea, demonstrated in the results of tests/initial pilot projects.
- Associated legal aspects. Those projects that have doubts regarding their legal framework will be excluded.

Information will not be provided regarding the individual assessment of each project presented.

A maximum of 18 finalist projects will be selected. The Jury of experts (that will be established for that purpose) will choose the six winning projects from between the finalist projects, keeping in mind the criteria established in these Terms and Conditions.

The decision of THEHOP regarding any aspect of the selection process will be final and indisputable.

IV.- AWARD.

The six winning projects will be awarded with:

- Award money valuing ten thousand euros (€10,000.00). The award money is subject to the tax and anti-money laundering regulations in effect in Spain. In relation to the anti-money laundering regulations, the recipients of the award are obliged to present the documents required by the latter to Estrella Galicia in compliance of it as a prerequisite to receiving the award. The failure to deliver these entails the loss of the award.
- Participation in the Collaborative Entrepreneurship Program of Estrella Galicia, THEHOP.

V.- LEGAL REQUIREMENTS.

Participation is free and all the participants must be physical or legal persons whose members are of legal age. Participating implies acceptance, without any restrictions whatsoever, of the terms and conditions of the competition.

Estrella Galicia will interpret and complete the terms and conditions of these awards filling the gaps and resolving any doubts that may arise, without appeal, reserving the right to modify these terms and conditions or cancel the Contest if necessary.

The presentation of candidacies to this call grants all those that are identified individually or those members of a team, with the condition of participants in the aforementioned initiative.

The participants guarantee the accuracy and truthfulness of the data they provide for participation in the contest, therefore the misrepresentation of any type of data, or failure to meet any of the requirements indicated in these Terms and Conditions, will be sufficient cause for the candidacy to be disqualified.

In the event that the organisation considers an evident lack of quality in the submitted projects, it may declare one of the categories null or, in the latter case, postpone or cancel the competition.

The participants or start-ups participating in THEHOP, cannot be part of another acceleration program organised by a competitor of Estrella Galicia, in any of the sectors in which Estrella Galicia is present (catering, beer, soft drinks, water, etc.).

Those selected in THEHOP are committed to not take part in any acceleration program organised by a competitor of Estrella Galicia for a period of six months from the finalisation date of THEHOP.

The participants and/or startups selected as finalists will be asked to subscribe to a Statement of Truthfulness and Acceptance (EXHIBIT 1).

VI.- COLLABORATIVE ENTREPRENEURSHIP PROGRAM. THEHOP.

The THEHOP program is made up of four phases:

- **Corporate Immersion Program.** One-week period of immersion in the culture and environment of Estrella Galicia and Hijos de Rivera at their physical headquarters in A Coruña. The start-ups will get to know the management team of Estrella Galicia, their mentors, and the factory entering first hand into the corporate culture and values of the company.
- **Entrepreneurship Training.** Specific training in Growth Hacking to enhance growth of the start-ups. This training, which will be taught by Digital Innovation Centre in their Madrid headquarters, will last for six weeks.
- **Cultural Immersion Phase.** Galician culture and customs 2-week long immersion phase. They will also have the opportunity to interact with local reference institutions in this phase.
- **Acceleration Programme.** The acceleration programme is five months long, from December 2018 to May 2019.
 - a. **The work space, ESPAZO THEHOP,** set up in Madrid, within the privileged environment of El Garaje® (Calle Cristóbal Bordinó, No. 13), will provide its participants with: Internet work space and basic furniture (table, chairs, and file cabinets), meeting rooms (shared use), internet access, electricity and air conditioning, access to El Garaje® common areas, stationery supplies, cleaning, centre preservation and maintenance, reception service, among others.

- b. **The acceleration services** for the teams to work on their projects (identity, legal, business plan, etc. support)
- c. **Mentoring.** The acceleration phase includes a mentoring programme which assigns a corporate mentor from Estrella Galicia to each start-up. It will also have a pool of mentors specialized in entrepreneurship, technology, and innovation, business, consulting, etc. who support the development of the start-ups of those selected.
- d. **Networking.** The possibility to increase your professional contact network by interacting with other start-ups, entrepreneurs, mentors, professionals, and Estrella Galicia and THEHOP employees.
- e. **THEHOP Community:** Programme participants will have the opportunity to remain associated with THEHOP as part of its community. This will allow the participants to stay in touch with mentors, colleagues, the Estrella Galicia team, attend events, presentations and other events organized by THEHOP in current and future editions.

THEHOP is a programme that includes several events and activities, to which the participants must commit to attend, be actively involved and be fully dedicated to the programme. If Estrella Galicia thinks that any of the participants and/or startups is not meeting its attendance and active participation obligations in the programme, it is able to expel the offending participant from THEHOP.

VII. PROGRAMME LOGISTICS

Travel, accommodation and meal expenses are covered by THEHOP.

Throughout the different phases of THEHOP programme, the participants will spend their time between La Coruña and Madrid. The idea that THEHOP strives for is for its participants to share quality time, collaboration and that they have a complete entrepreneurial experience.

However, THEHOP will not impede, in the event that any participant turns out to be from Madrid or La Coruña, to spend the nights at their home in the phases of the program that correspond to their city of origin.

VIII. INDUSTRIAL AND/OR INTELLECTUAL PROPERTY RIGHTS.

The content provided by the project participants to those who participate is considered an intellectual creation. As such, the participants are guaranteed all intellectual and industrial property rights over the content, along with authorisations to be able to present projects to THEHOP, responding to any third party for the exploitation of these intellectual and industrial property rights, relieving Estrella Galicia of any responsibility.

During the acceleration period, the surrendering of the entrepreneur's industrial and/or intellectual property to third parties, as well as the undertaking of any corporate transaction during this period, must have prior authorisation by Estrella Galicia.

After the acceleration period, Estrella Galicia may request their participation in the integration of the project through participation in the entrepreneur's intellectual and industrial property

rights, as well as participation in the share capital of the company (in the case of capital increases or any kind of corporate operation), agreeing to specific collaborations on commercialisation, etc. The terms shall be specified in the specific agreements, which Estrella Galicia may sign with any of the winning entrepreneurs of this call.

IX. DATA PROTECTION.

In compliance with that stipulated in Personal Data Protection Law (LDPL) 15/1999 and its subsequent policy development, the participants authorise and consent that their information be processed and incorporated in a file for which Estrella Galicia is responsible and which will be used to manage the call.

The participants ensure that the information given is accurate and that they will provide the documentation required of them.

THEHOP winners expressly authorise Estrella Galicia to use their personal information, including their photo and voice, in order to publish the activities performed at THEHOP in the media and on social networks that are considered appropriate, without this use implying any kind of financial compensation. The winners recognise that Estrella Galicia has the right, but not the obligation, to publish the provided information.

The holders of the information may exercise their rights of access, rectification, opposition and cancellation by issuing the corresponding written request and attaching a copy of their ID card, passport or equivalent identity card, addressed to the following physical address: HIJOS DE RIVERA, S.A.U., CIF A15002637, C/ José María Rivera Corral, 6 15008 A Coruña or by e-mail: info@thehop.xyz

For more information on the Data Protection Law, go to: <http://thehop.xyz/politica-de-privacidad-y-cookies/>

X. EXCLUSION OF LIABILITY.

Estrella Galicia is not liable for damages derived from participation in this programme. Consequently, the participants excuse Estrella Galicia, as the law permits, from any kind of liability, sanction, claim, lawsuit or civil, commercial, penal, administrative lawsuit or lawsuit of any other nature, including compensations of any nature and/type, costs or any other type of expenses (with the express inclusion of attorney or lawyers' fees) in which Estrella Galicia may be implicated with reason and occasion of this programme.

Estrella Galicia is not liable for the actions or behaviours of the participants, or for their hypothetical criminal, civil or any other activities, any possible losses, impairments, theft, delays or any other circumstances attributable to the participant or third parties.

Estrella Galicia is excluded from all liabilities derived from the malfunction of mail or electronic communication networks which prevent the normal development of the programme for causes not related to Estrella Galicia, especially by external acts of bad faith.

Estrella Galicia shall not be held responsible for transmission problems or the loss of information which is not attributable to it. The general conditions of use of the Estrella Galicia website shall apply to this Acceleration Programme, as appropriate.

XI. CONFIDENTIALITY.

Estrella Galicia commits to keep the content of the projects presented to THEHOP and any information related to the candidates confidential, independent of whether they are ultimately selected or not. Estrella Galicia does not reserve any copyright over the proposals presented.

Also, the winners of THEHOP will sign a confidentiality agreement with Estrella Galicia as soon as they are elected.

XII. OCCUPATIONAL RISK PREVENTION.

The companies or professionals chosen to participate in the project must comply with the preventive activity coordination obligations established in the current standard regarding occupational risk prevention.

XIII. CHANGES TO THE CALL.

Estrella Galicia reserves the right to implement changes to the current call and its development at any time when there is any cause (whether or not attributable to Estrella Galicia) that it deems appropriate, without Estrella Galicia being held responsible for these changes. The changes implemented shall be reported to everyone affected.

XIV. JURISDICTION

Any controversy that may result from the interpretation or compliance with the terms or development of the acceleration process to the company shall be subject to the jurisdiction of the Courts of Law of La Coruña, with express waiver to the possible corresponding jurisdiction.

XV. CONTACT.

For more information on the call of THEHOP Programme, please go over the programme's website, www.thehop.xyz

For more information on the call or if you have any questions regarding eligibility rules or information that will be asked on the registration form, please send an e-mail to the call support e-mail address at: info@thehop.xyz

EXHIBIT I

MODEL OF AFFIDAVIT AND ACCEPTANCE OF TERMS

D. _____ with national identity document number _____, acting on behalf of all the signatories of this declaration _____ with registered address at _____ street _____,

DECLARES UNDER THEIR OWN RESPONSIBILITY:

1. CONTACT INFORMATION

a) Project authors (given name, surname(s), ID No.)

b) Project representative (given name, surname(s), ID No., residential address)

c) Other contact information:

Home phone

Mobile phone

Website

E-mail

Social network profile

IMPORTANT: The e-mail address provided in this section will be used for all notifications related to the request and selection process.

2. DECLARATION of the signatories:

That they are up-to-date with tax obligations and Social Security imposed by the current provisions.

3. OTHER DECLARATIONS

The signatory(ies) declare:

- That the information provided is accurate.
- That they are the intellectual authors of the ideas or projects they present and that they have not used privileged or registered information without the corresponding permissions.
- That they are responsible for any claim on the intellectual property or use of information from a private domain, keeping Estrella Galicia harmless against any possible claim.
- That they commit to submit any additional information that may be required of them.
- That they will report changes to the makeup of the team before the date the winners are announced.

4. DECLARATION OF ACCEPTANCE OF THE TERMS AND CALL

They also declare to know and accept that stipulated in the contest term rules for Estrella Galicia's THEHOP entrepreneur projects published on www.thehop.xyz

The provided information shall be included in the personal data file of HIJOS DE RIVERA S.A.U., for the purposes of managing THEHOP call. The data holder may exercise their rights of access, rectification, cancellation or opposition, by writing and addressed to the aforementioned Company at C/ José María Rivera Corral, 6 15008 A Coruña or by e-mail at info@thehop.xyz

The ASSIGNOR may execute these rights, or any other rights granted to them under the Personal Data Protection Law in force at that time, under the terms and conditions stipulated therein.

_____, _____ 2018

Signature of the applicant and all members of their team, if applicable.