Terms & Conditions

Labs4Minerals

Tech Competition

Updated Oct 6, 2026

1. Background

These Terms and Conditions ("**T&Cs**") govern participation in the Labs4MINERALS Tech Competition (this "**Competition**"), conducted and operated by NetZero Ventures Ltd., a private corporation, ID 516490190, with offices at Bar Ilan University, Building 214, Ramat Gan, Israel (the "**Organizer**"). The Organizer invests in early-stage innovation for a sustainable, net-zero planet (www.net-zero.vc). By providing your details to us, you confirm that you would like to enter this Competition, and you agree to be bound by these T&Cs. In the event of any conflict between any terms referred to in any promotional materials and these T&Cs, these T&Cs shall prevail.

This Competition is operated in collaboration with corporations, investors, academic institutions and/or non-profit organizations (each, a "**Partner**"), including Tenova Advanced Technologies, Chevron Technology Ventures and Evonik ("**Industry Partners**"). The Partners and/or Industry Partners are not and shall not be responsible or liable in any manner for the management of the Competition and are not liable parties in any manner.

The winner(s) of this Competition will be announced during an in-person pitch event for the finalist applicants, to be scheduled for Q4 of 2026 (the "**Event**"), as advertised on the Competition's website (www.net-zero.vc/labs4minerals) (the "**Website**"), or at a different time and in a different format, in accordance with the specific timelines determined below and at the Organizer's sole discretion.

2. Objectives

2.1 The objectives of this Competition are as follows:

a. To galvanize entrepreneurs and the academic research community to leverage their inherent innovation capabilities in addressing critical minerals and rare earths challenges.

b. To support the Organizer's, the Partners', and the Industry Partners' efforts in identifying and engaging promising early-stage relevant deep technologies.

2.2 Focus Areas of the Competition: The Competition focuses on industry needs in sourcing, processing, and utilizing critical minerals and rare earth elements (REE). More details are advertised on the Website under the "Focus Areas" section.

The list advertised on the Website is not exhaustive, and the Organizer reserves the right to add or revise the list at any time; the Organizer may also consider and approve the participation of applicants whose technologies do not meet any of the categories specifically listed above.

3. Competition Tracks, Eligibility – Who may Apply

Applicants must be at least the age of majority in their jurisdiction of residence to enter this Competition or, if an applicant is under the age of majority in their jurisdiction of residence, the applicant must have the consent of their parent(s) or legal guardian(s) to enter this Competition, and such parent(s) or legal guardian(s) must also have

read and consented to these T&Cs. The Organizer's employees, directors, management, licensees, contractors, shareholders, agencies associated with the Organizer, the immediate families of, or persons domiciled with (whether related or not), the above-listed persons, and the Organizer's retailers and suppliers are not permitted to enter this Competition. An applicant, along with its controllers, directors, officers, and other affiliates, does not and shall not have any conflict of interest with the Organizer and/or the Partners, as determined in the sole discretion of the Organizer and/or the Partners, respectively.

3.3 Without limiting any other eligibility requirement, each applicant represents and warrants that neither the applicant nor, to the applicant's knowledge, any of its controllers, officers, directors, employees, affiliates, or beneficial owners is the subject of sanctions or trade restrictions administered or enforced by any applicable governmental authority, and that the applicant's participation in the Competition does not violate any applicable export control, anti-bribery, anti-corruption, anti-money laundering, or similar laws or regulations. The Organizer may, at any time and in its sole discretion, request information reasonably required to verify compliance with this paragraph and may reject or disqualify any applicant on compliance grounds.

3.4 The Competition offers two submission tracks: (a) Academic Technologies Track, and (b) Ventures Track:

(a) **Academic Technologies Track**: Applications submitted by academic researchers or research teams, submitting a technology that has been developed with their significant participation, at the Legal Entity (as defined below) with which they are affiliated.

- Applicants in this track must have a PhD degree, or be a PhD candidate, and be affiliated with a recognized academic research institution (the "**Legal Entity**"); and
- The core technology submitted in this track must not have been disclosed, commercialized, licensed, assigned, or otherwise transferred to a commercial company or other entity outside the relevant Legal Entity as of the submission date of the Application ("**Submission Date**").

(b) **Ventures Track**: Applications submitted by entrepreneurs or teams leading, or seeking to establish, a commercial venture to develop a technology to a commercial stage. For clarity:

- The commercial venture may, but is not required to, have been legally incorporated as of the Submission Date based on academic intellectual property.
- The technology may or may not be academia-based.
- The technology submitted in this track must not have been disclosed, commercialized, licensed, assigned, or otherwise transferred to a commercial company or other entity outside the relevant commercial venture and its portfolio companies as of the Submission Date.
- Applications by entrepreneurs or teams leading, or seeking to establish, a commercial venture developing a relevant technology, whether or not academia-based, that has raised no more than US$250,000 in dilutive funding.

3.5 Applicants must select the track most applicable to them when submitting their Application. The Organizer reserves the right to review an applicant's selected track and, at the Organizer's sole discretion, reassign the Application to the track that best reflects the nature of the applicant and the submission.

3.6 The Competition welcomes:

(a) Applications for technologies that are at a **Technology Readiness Level (TRL) between 2-5.** These levels represent the stage of development, where a technology moves from theory to validation, bridging research and industrial application. TRL 2 –formulates a concept, TRL 3 establishes proof-of-concept, TRL 4 validates components in a lab, and TRL 5 demonstrates them in a simulated/relevant environment.

(b) The Academic Research Track is open to applicants who reside in Pax Silica member countries (United States, Japan, South Korea, Singapore, the United Kingdom, Australia, the Netherlands, Israel, the UAE, and Norway). Applicants from additional countries may also apply. The Ventures Track is only open to applicants that intend to conduct most of the R&D of their venture in Israel.

3.7 This Competition is open for submission of an Application (as defined below) from 00:00:01 Israel time on July 13th 2026 until 23:59:59 Israel time on Oct 25, 2026. Applicants are responsible for determining the corresponding time zone in their respective location for submission of an Application. The Organizer accepts no responsibility for Applications lost, damaged, or delayed, or for any inability to submit Applications as a result of computer service, systems, software and/or server failure, error, interruption, defect, or delay, or any other technical malfunction, including problems with internet connectivity (as applicable). Applications that are late, incomplete, corrupt, garbled, inaccessible/blocked, bulk, automated, ineligible, suspected of being fraudulent, submitted via programmed/automated means, do not comply with the T&Cs, or which, in the Organizer's sole discretion, affect the validity or operation of this Competition, will not be accepted and are void.

3.8 The Organizer reserves the right, in its absolute discretion, to disqualify from this Competition any applicant who it reasonably believes has not complied with these T&Cs, to award the prize to another applicant, and to require the return of any prize already awarded.

4. Entering the Competition and Registration

4.1 This Competition will be promoted on the Organizer's official website (www.net-zero.vc), social media accounts on LinkedIn, and other channels. To enter the Competition, applicants must:

a. Submit an abstract of a technology that has not yet been commercialized by any company or entity outside of the relevant Legal Entity (for Academic Technologies Track applicants) or outside of the relevant commercial venture and its controlled affiliates (for Ventures Track applicants). The submission should include the following elements (the "**Application**"):

i. Technology Description: An abstract explanation of the technology, including its purpose, innovation, and maturity level of the technology. This should highlight the technology's innovative approach compared to the standards in the applicable industry;

ii. Industry Applications: A brief overview of the potential application(s) and market(s) for the technology, including its target audience, competitive advantage, and any commercialization strategy, if applicable;

iii. Contributors: If the technology is academia-based, the Application must include the list of the names of all other members of the Research Team (as defined below) that contributed to the development of the technology or other contributors outside of the respective Legal Entity.

iv. Additional Supporting Materials: Any other relevant documents, such as research papers, articles, presentations, or collaborations with other institutions, that support the submission.

b. Agree to subscribe to receive emails from the Organizer with information relating to the Competition and/or the Event, with the possibility to opt out at any time without affecting your chances of winning; *provided*, *however*, that such requirement does not apply to any applicants residing in Canada, Belgium, France, Italy, or Spain.

4.2 All materials included in the Application must be in the English language only. Only complete Applications will be accepted and considered for the Competition. It is the applicant's responsibility to ensure that all details are accurate and complete prior to submission.

4.3 By submitting your Application into this Competition, you represent and warrant that:

(i) You have read these T&Cs and agree that the applicant, all members of the research group or entity who contributed to the development of such technology (the "**Research Team**"), and/or the Legal Entity are bound by these T&Cs, and that such acceptance shall be deemed the equivalent of a signature on these T&Cs.

(ii) If you are applying under the Academic Technologies Track, you are affiliated with the Legal Entity and the Research Team.

(iii) You and/or the Legal Entity and/or the Research Team (severally or jointly, the "**Concerned Parties**") (a) hold all right, title, and interest in and to the technology disclosed and/or included in the Application, as well as all related intellectual property rights of any kind anywhere in the world that are embodied in, evidenced by, or required for the exercise of the technology, or have sufficient rights and licenses to all of the foregoing, (b) are the sole creator and owner of all right, title, and interest in and to the works of authorship, content, and technology submitted in the Application, (c) are authorized to submit the Application on behalf of all Concerned Parties, and (d) consent to the use and disclosure of the full Application and the information included therein for the purposes of relevance review and/or funding decisions. For further details, please refer to Section ~~7~~7 below (Intellectual Property).

(iv) The technology at the core of the Application has not yet been commercialized by any company or entity outside the Legal Entity (for Academic Technologies Track applicants) or outside the relevant commercial venture and its controlled affiliates (for Ventures Track applicants). The submission of the Application and the disclosure of the technology as part of the Competition shall not infringe any third-party right, misappropriate or unlawfully disclose any third-party trade secret, or otherwise cause damage to any interest or right of any third party.

(v) You are of legal age and have the legal capacity to enter into this Competition.

(vi) No content submitted by you hereunder is (i) false or inaccurate, defamatory, obscene, objectionable, lewd, lascivious, scandalous, offensive, fabricated, or promotes, depicts, or endorses any activities that involve gambling, alcohol, tobacco, illegal drugs, or weapons of any kind, or that may be unsafe, dangerous, or illegal, or that contains nudity, is inconsistent with the positive goodwill associated with the Organizer and/or the Partners, or violates the rights of privacy, intellectual property, or any other rights of any person or entity, (ii) misappropriates any trade secret, (iii) discloses any confidential information of any third party, (iv) contains copyrights or trademarks owned by a third party, or (v) violates any applicable laws, rules, or regulations.

(vii) You will not receive any compensation or credit for submitting your Application for consideration, and you recognize that your Application (inclusive of any ideas, concepts, plans, or other elements contained or described therein) may be identical or similar to other submissions or materials already known to the parties that may receive, review, or judge your Application (the "**Recipients**") at any phase of this Competition. Accordingly, you represent and warrant that you have submitted your Application voluntarily and not in confidence and that no fiduciary or confidential relationship is intended or created between you and any Recipients. You further understand that the Recipients' use of any materials that are identical or similar to your Application will not entitle you to any compensation or other entitlement if the Recipients determine that they have an independent legal right to use such material (for example, because elements were not novel or original, or were independently created by the Recipients or a third party), and that, by receiving or reviewing your Application, the Recipients assume no obligation of any kind (including, without limitation, an obligation to pay money for an "idea submission").

(viii) You will indemnify and hold harmless the Recipients from and against any claims arising from or relating to your breach of your representations and warranties herein or the use of your Application by the Organizer and/or the Partners as provided herein.

4.4 It is hereby further clarified that all materials included in the Application must be original to you and not based upon any other material or source (except those for which you have obtained all necessary rights in writing), and must be either an original idea, unpublished prior to entry, or an idea you conceived and have full rights to present as your own.

4.5 The Organizer only allows up to two (2) submissions of Applications per person and per email address, provided that each Application relates to a different technology that has not yet been commercialized by any company or entity outside of the relevant Legal Entity (for Academic Technologies Track applicants) or outside of the relevant commercial venture and its controlled affiliates (for Ventures Track applicants), and that each Application has a distinct industrial application. Any submissions in excess of the first two Applications permitted hereunder, whether by an individual or a team, will be disqualified.

4.6 The applicant acknowledges and agrees that its participation in the Competition and/or potential selection as a winner will not constitute a sponsorship or endorsement of the applicant or the applicant's business or concept by the Organizer and/or the Partners. The applicant further acknowledges and agrees that neither the Organizer nor the Partners is responsible for any unauthorized use of the Application by a third party. The Organizer and/or the Partners may use third-party platforms including, but not limited to, social media sites such as Facebook, Twitter, and Instagram to promote the Competition and/or the Application.

4.7 By submitting an Application, the applicant grants the Organizer and the Partners a non-exclusive, worldwide, royalty-free license to reproduce, transmit, store, review, and share the Application and related materials internally and with judges, evaluators, advisors, service providers, and other relevant third parties solely for the purposes of administering the Competition, evaluating Applications, conducting diligence, considering a potential Investment Offer, and promoting the Competition as contemplated by these T&Cs. Except as expressly provided herein, no transfer of ownership in the applicant's intellectual property is intended.

5. Judging Criteria

5.1 All Applications will be screened throughout Q3 of 2026 by a committee that will review the Applications and select the Finalists to present their solutions at the Event. The following criteria

will be used for evaluation in each round; the review criteria may include, but are not limited to:

a. Overall quality, creativity, and originality of the Application;

b. How effectively the Application illustrates the business idea;

c. Overall scientific and technical feasibility of the proposed solution;

d. Novelty and creativity;

e. Business potential and synergy with existing business needs, when applicable;

f. Potential for a proprietary position (*i.e.*, whether the technology is novel or protectable);

g. Quality of the Research Team, including capabilities and relevant experience;

h. Maturity level of the proposal; and

i. General impression.

5.2 The Organizer and the Partners reserve the right to declare non-qualified applications (those that are plagiarized, created under false pretenses or with false statements, show an obvious lack of effort, contain incomplete, inapplicable, or inappropriate content, etc., or that are otherwise not in compliance with these T&Cs, as determined by the Organizer and/or the Partners in their sole discretion) ineligible.

5.3 Up to six (6) Finalists will be notified of their finalist status on or around Oct-Nov 2026. The Finalists will be invited to participate in the Event to present their final pitches "live" on stage, or in a remote or pre-recorded format, as needed, followed by a question-and-answer session with the judges of the Competition. The presentation and question-and-answer session will be up to 15 minutes (10 minutes for the pitch and 5 minutes for Q&A). The Competition's winners (the "**Winners**") will be announced during the closing reception of the Event or at a different time, as determined by the Organizer in its sole discretion.

5.4 No expenses will be covered; *provided*, *however*, that the Organizer may, at its sole discretion, reimburse selected Finalists based abroad, who reside outside of Israel, for reasonable and necessary travel expenses actually incurred for their arrival at the Event in Israel, in an amount not to exceed US$1,000, subject to submission and approval of receipts prior to the Event.

5.5 In the event a Finalist is unable to commit to attending the Event in person, the Organizer will offer the possibility to present remotely or in a pre-recorded format.

5.6 The Organizer may, in its sole discretion, change the date, location, format, agenda, or other logistics of the Event, including converting the Event to a remote or hybrid format. Each Finalist is solely responsible for obtaining any required travel documentation, visas, insurance, and permissions needed to attend the Event, and neither the Organizer nor the Partners shall be liable for any inability to attend due to travel, immigration, governmental, health, security, or similar restrictions.

6. Prizes

6.1 Up to three (3) Finalists will be selected from the Academic Technologies Track, and up to three (3) Finalists will be selected from the Ventures Track (together, the "**Finalists**"). Finalists from both Tracks will present at the Event.

6.2 Winners will be selected separately across the two Tracks: one Winner for the Academic Technologies Track and one Winner for the Ventures Track, for up to two (2) Winners in total.

6.3 Industry Connections Prize: The Winners of both Tracks will receive feedback on the potential applicability of, and industry interest in, their technology from Industry Partners. The feedback will be provided directly to the Winners in one (1) meeting with the Industry Partners (either online or in person). Should the Industry Partners be interested, and at the Industry Partners' sole discretion, they may request further engagement with a Winner, the scope of which shall be determined by the Industry Partners.

6.4 Investment Offer Prize: Subject to the terms detailed in Section 6.7 below, the Organizer may offer one or both Winners the opportunity to receive an Investment Offer from the Organizer (the "**Investment Offer**"). The offer entails the establishment of a company that owns or will commercialize the technology described at the core of the Application from the respective Legal Entity. The company will further develop the technology into a commercial product, benefiting from a potential investment offer of up to NIS 6,500,000 under Incentive Program No. 4 of the IIA (as defined below), "Technological Incubators 2020" (pursuant to which the company will become an "Incubator Company" in the technological incubator operated by the Organizer), in exchange for equity.

6.5 Cash Prize for the Winner of the Academic Technologies Track: Subject to Section (i)~~6.7~~ below, and the decision of the judges of the Competition, one (1) Winner of the Academic Technologies Track may be awarded a cash prize of US$10,000 (the "Cash Prize").

6.6 The judges of the Competition may decide that there are no suitable Applications for the Cash Prize and/or the Investment Offer mentioned above. In such case, the Winner of the Academic Technologies Track and/or the Winner of the Ventures Track may receive only the Industry Connections Prize.

6.7 Conditions: All prizes are non-refundable and non-convertible.

(i) Cash Prize: The payment of the Cash Prize, if available, will be made by the Organizer within sixty (60) days after the latest to occur of (i) the public announcement of the results during the Event, (ii) the Winner's receipt of written confirmation of the award, and (iii) the receipt by the Organizer of the Winner's bank account details. Payment will be made to a single bank account, the details of which must be provided to the Organizer by the Winner. The Winner must specify only one (1) bank account. The Cash Prize is subject to the availability of funds. The Organizer does not guarantee that funding or other non financial commitments will be fulfilled. Should the funding for the Cash Prize become unavailable or be reduced due to unforeseen circumstances or for any other reason, the Cash Prize may be reduced, deferred, or suspended, and neither the Organizer nor any Partner and will be liable for any shortfall. In no event will the Organizer be obliged to award more than the number of prizes stated in these T&Cs. The Winner is solely responsible for any and all applicable taxes on the value of the prize. The Organizer may withhold, deduct, and remit from the Cash Prize any taxes or other amounts required to be withheld or remitted under applicable law. The Organizer and/or the Partner will not bear any responsibility in connection with the distribution of the prize among the Research Team members, or with entities related to the applicant's Legal Entity. The use of the Cash Prize is not restricted and the Winner will have absolute discretion to utilize the prize money as he/she/they deem appropriate.

(ii) Investment Offer: It is hereby clarified that the funding amounts related to the Investment Offer will be provided jointly by the Organizer and the Israel Innovation Authority (the "**IIA**"), in accordance with the terms of Program 4 Technology Incubators of the IIA. The applicant hereby acknowledges and agrees that it is fully responsible for reading the terms of Program 4 Technology Incubators of the IIA. The Investment Offer will be awarded at the Organizer's sole discretion, in accordance with the terms of an investment agreement

("**Term Sheet**") negotiated and signed between the Organizer and the applicant, or the technology transfer office (TTO) of the Legal Entity, as relevant, in relation to the winner of the Investment Offer. It is hereby clarified that the Investment Offer shall be subject to (i) the Organizer and the applicant/TTO signing an agreed Term Sheet, (ii) prior approval of the Organizer's internal investment committee, and (iii) prior approval of the IIA in accordance with the terms of Program 4 Technology Incubators of the IIA and applicable laws. At the Organizer's sole discretion, the Investment Offer may be granted to (1) one or more of the Competition's applicants, which may or may not be the same as the Winner(s) of the prizes detailed above. The Organizer reserves the right not to announce any Investment Offer. In the event that the Organizer does not announce an Investment Offer, or if the commercial negotiations between the Organizer and the applicant/the TTO do not result in an agreement, the Organizer will not be liable for any shortfall. It is hereby clarified that it is not mandatory, under any circumstances, for an applicant or TTO to accept the Investment Offer from the Organizer. This includes situations where the applicant or TTO does not accept the Term Sheet offered or the terms of Program 4 Technology Incubators of the IIA. Furthermore, an applicant may waive, in advance as part of the application process, the possibility of being considered for the Investment Offer. The applicant may also waive the Investment Offer at any stage of this Competition, up until a duly signed investment agreement is executed between the concerned parties. Program 4 Technology Incubators of the IIA provides that funding shall be granted only to Israeli corporations. Accordingly, it is hereby clarified that under Program 4 Technology Incubators of the IIA, intellectual property ("**IP**") owned by academic or research entities outside of Israel may be considered for the Investment Offer, provided that the IP owner agrees to transfer full rights or a license for the IP to a legal entity to be incorporated in Israel. Any and all tax implications of such transfer, if any, shall be borne by the Winner. It is hereby clarified that an Investment Offer is non-transferable, and no cash alternatives will be available for an Investment Offer.

6.8 Winners may be required to take part in our promotional publicity and sign a release form in respect of such publicity. By entering this Competition, you agree to provide, and that we (or any third party we may choose) may use and display, a short description of your application, your name, biographical information, photograph, performance (if applicable), and county/country of residence and/or other indicia of your persona in any kind of media, materials, and press releases worldwide for advertising and promotional purposes in connection with this Competition, without additional authorization, notice, or compensation, unless prohibited by applicable law.

6.9 Any decision made by the Organizer regarding the Winner(s) of the prize is final and binding. The Organizer and/or the Partners are under no obligation to provide explanations or justifications for their decision, and such decisions may not be contested, appealed, or objected to by any applicant or third party.

7. Intellectual Property Any use of any third-party trademark, image, brand, logo, or other symbol that is protected under any law or in equity shall be done subject to receipt of legal permission beforehand or in accordance with applicable law.

7.2 The applicant shall indemnify and hold harmless the Organizer, its officers, directors, employees, agents, and representatives, and the Partners, and their officers, directors, employees, agents, and representatives, from and against any damage, loss, demand, liability, or expense (including all legal expenses) brought by a third party alleging that the Application, technology, prototype, concept, solution, or other submission provided by the applicant or any member of the Research Team infringes upon such third party's IP rights or any other rights .

7.3 Unless otherwise agreed in writing between the Organizer and the applicants (including, but not limited to, the Winner(s) and the Finalists), nothing in these T&Cs shall be regarded as a transfer of any of the applicants' IP rights to the Organizer, or anyone on its behalf, including the Partners and the judges of the Competition, and each applicant will retain exclusive rights and interests in all intellectual property disclosed as part of the Competition, including as part of the Application.

7.4 The applicant hereby waives and agrees never to assert against the Organizer and/or the Partners any moral rights that the applicant has or may have in connection with the submission of the Application, including, without limitation, any rights to attribution or limitation on subsequent modification, for publicity and promotional purposes.

7.5 The applicant agrees to defend, indemnify, and hold harmless the Organizer, the Partners, their affiliates, subsidiaries, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, attorneys' fees) arising from the applicant's violation of any term of these T&Cs. This indemnification obligation under this Section ~~7~~7 is unlimited in scope and amount and shall survive these T&Cs.

8. **Data Protection**. By submitting an Application, applicants agree that we, our affiliates, service providers, and/or agents may process the personal information submitted by you as part of the application submission process (including contact details) for the purposes of operating the Competition, administering prizes, and otherwise in accordance with our privacy policy, available on the Competition's website.

9. **Confidentiality**. All communications from the applicant, including the Application, are submitted on a non-confidential basis and may be shared with third parties, including consultants, advisors, judges, evaluators, service providers, and/or employees of the Organizer and/or the Partners, and/or any other relevant parties in connection with the Competition. Applicants should not include information in the Application that they consider confidential or proprietary unless they are prepared for such information to be reviewed and shared as contemplated by these T&Cs. Neither the Organizer nor any Partner shall have any obligation to keep any Application or related materials confidential, except to the extent expressly agreed otherwise in a separate written agreement.

10. **Limitation of Liability**. The Organizer, the Partners, and their promotion partners are not responsible for typographical errors in any Competition-related materials, or for any individual's inability to enter the Competition or participate in any stage thereof, for any reason whatsoever, including unavailable networks, servers, or other connections; failed software or hardware transmissions; technical failures; travel disruptions; visa or entry restrictions; venue changes; security or health-related disruptions; or other errors of any kind, whether human, mechanical, or electronic, including lost, late, incomplete, damaged, or misdirected entries; or for any damage to any computer related to or resulting from participation, or any inability to participate in person in the Event to be conducted in Israel. Applicants agree that the Organizer and/or the Partners, and anyone on their behalf, shall not be liable for, and are hereby released from, any claims relating to injuries, losses, damages, or costs of any kind arising from or in connection with participation in this Competition, the review or non-selection of any Application, or the acceptance, use, misuse, or non-use of any prize(s) or potential Investment Offer (including any activity or travel related thereto).

11. **General**

11.1 No representations, warranties, terms or conditions that are not expressly stated in these T&Cs apply to this Competition.

11.2 The Organizer may, at any time, change, amend, modify, or update these T&Cs or any terms related to this Competition, without prior notice, including changes to the timelines, location, prizes, etc., as well as the right to postpone or cancel this Competition for any reason whatsoever, without liability to the applicants. In the event of material changes, the Organizer will make reasonable efforts to post a notification. It is the applicant's responsibility to review these T&Cs and any applicable notifications from time to time.

11.3 The decisions of the Organizer and/or the Partners on any issue arising out of or in relation to this Competition and these T&Cs are final and binding, and no correspondence will be entered into. Failure of the Organizer and/or the Partners to enforce a certain provision of these T&Cs in a given circumstance shall not constitute a waiver of such provision.

11.4 This Competition and these T&Cs shall be governed exclusively by the laws of the State of Israel (excluding its choice-of-law rules). Exclusive jurisdiction with respect to any matter arising from or related to this Competition or these T&Cs shall rest solely with the competent courts in Tel Aviv-Jaffa, to the exclusion of the jurisdiction of any other court.

11.5 If any provision of these T&Cs is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. These T&Cs constitute the entire agreement between the applicant and the Organizer with respect to the Competition and supersede any prior communications or understandings relating thereto. Participation in the Competition does not create any agency, partnership, joint venture, employment, or fiduciary relationship between the applicant and the Organizer or any Partner.