



## EXTERNAL REGULATION

### PREAMBLE

The **Nestlé Fora da Casca Programme** (in English, “Outside the Shell”, in the sense of being newly hatched) is a programme of entrepreneurship and innovation promoted by Nestlé Portugal, S.A. in partnership with the Nova School of Business and Economics (Nova SBE), **to face new challenges and contribute to a healthier future.**

The goal of the Nestlé Fora da Casca Programme is to identify and select startups and entrepreneurs who want to grow by exploring synergies and creating new paths and future business with Nestlé, in a real environment and with support for project development, bearing in mind the response to 5 Challenges:

1. **FAMILIES** - How can we improve, by 2020, the quality of life, nutrition, health and wellness of families, contributing to increasing the number of years of healthy life by 30%?
2. **BEYOND THE PRODUCT** - How can we provide or offer personalised services of Nutrition, Health and Wellness to every Portuguese family?
3. **SHOPPING** - How can we eliminate “the pain” of going shopping through new “direct to consumer” models and new experiences at points of sale?
4. **EFFICIENCY** - How can we shorten by 50% the duration of the Processes, or improve their efficiency, in a compliant manner?
5. **DATA** - How can we make more useful and generate value from one of the largest Databases of Portuguese Mothers and Children?

The Programme will run from 21 September 2017 to 30 June 2018, at the Head Office of Nestlé Portugal, in Linda-a-Velha. During this period, a group of activities will be organised into 3 phases (1. Applications, 2. Selection, and 3. Co-Development).

## CHAPTER I General Provisions

### Article 1 (Scope and Application)

1. Individuals may participate, either alone or as part of a group, who are 18 years or over, whether or not they reside in Portugal, interested in collaborating with the promoters of the Programme in developing entrepreneurial and innovative projects in the context of the challenges presented in Article 1 of this Regulation. Participants may form groups up to a maximum of 5 persons. In the event of group participation, a representative shall be named for the team, who shall be responsible to the promoters, and shall subscribe to, on behalf of the other members, all of the documentation and information needed to take part in the Programme.
2. Legal persons, national or international, may take part if they have been set up at least 2 years on the date of launching of the Programme and have at least 10 workers, who would like to collaborate with the promoters of the Programme in developing the entrepreneurial and innovative projects in the context of the challenges references in Article 1.
3. The following groups are excluded from taking part in the Programme:
  - a. Employees of any of the promoting entities or companies of the group of promoting entities;
  - b. Direct line until second-degree relatives of any Employee of the promoting entities.
  - c. Any individual who is part of the team analysing and evaluating the applications, and any other experts or consultants who took part in the conception, design and implementation of this Programme or are called to analyse the applications.
4. The Programme will run from 21 September 2017 to 30 June 2018.
5. The application period for the Programme will run from 21 September to 31 October 2017.

## CHAPTER II Organization

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### Article 2 (How to Take Part)

1. The applications shall be made through the form provided at [www.fora-da-casca.pt](http://www.fora-da-casca.pt)
2. All of the fields on the form must be duly filled in and the Terms and Conditions of the Programme provided in this Regulation must be expressly accepted, otherwise the application will not be accepted.
3. In the case of individuals organised into groups, the application shall be submitted by any of the participants, who shall assume all responsibility arising from the participation.

4. If the participant is a legal person, the application shall be submitted by its legal representative.
5. Every startup may only submit one application, responding to one or more challenges.
6. In the applications phase, the presentation of a developed project (prototype or concept), is not required. Still, enough information, data or material should be submitted so that the evaluation of the application can be made as thoroughly as possible, according to the evaluation criteria defined in this regulation.
7. Identification of the participants shall be made through the data contained on the application form.
8. The personal data entered on the application form, which is mandatory, will be used exclusively to process and manage the participation of candidates in the Programme and will be eliminated at the end of the same. Candidates may access their data, and correct or eliminate them, by contacting the promoters by e-mail [nestleforadacasca@pt.nestle.com](mailto:nestleforadacasca@pt.nestle.com)

### **Article 3 (Method of Tabulating Applications)**

All applications submitted at [www.fora-da-casca.pt](http://www.fora-da-casca.pt) containing correct information and a minimum of 40% completion on the form will be numbered according to the order in which they arrive.

1. Applications to the Nestlé Fora da Casca Programme shall be subject to prior analysis by a technical committee consisting of members of Nestlé Portugal, S.A. and of Nova SBE Venture Lab, to verify the conditions of eligibility and the possible potential of the ideas presented.
2. Of the applications validated by the technical committee defined by the Programme promoters, a maximum of 30 applications will be identified to move forward to phase 2. SELECTION.
3. At the end of phase 2, a maximum of 10 finalist teams will be selected to be part of phase 3. CO-DEVELOPMENT.
4. Selection shall be made based on the evaluation criteria provided in Article 6 of this Regulation in a face-to-face session (“Closing Meeting”), where each finalist team shall present its project o the Programme jury.

### **Article 4 (Disclosure of the Participants)**

The participants selected to be part of the Nestlé Fora da Casca Programme will be announced by e-mail on 03 December 2017 and on the online platform [www.foradacasca.pt](http://www.foradacasca.pt)

### **Article 5 (Phases of the Programme)**

1. Participation in the Nestlé Fora da Casca Programme operates in 3 phases:

**Phase 1 – APPLICATIONS:** from 21 September to 31 October 2017

In this phase, a maximum of 30 teams will be approved to participate in the Nestlé Fora da Casca Programme. The selection will be made based on the information presented in the applications and interviews with the technical committee by the Programme's promoters.

**Phase 2 – SELECTION:** from 1 to 10 November 2017

This phase will include the following activities:

- **Startup Challenge** – application of a set of filters based on the criteria for selection and evaluation defined in Article 6 of this Regulation to select a maximum of 15 teams that will pass on to the next activity. The selection will be made based on personal interviews with the Programme jury.

- **Innovation Matchmaking** – Intensive 5-day workshop of collaborative work with Nestlé teams to explore and test potential forms of synergy between the projects presented and Nestlé Portugal.

At the end of this activity, a maximum of 10 finalist teams from the Programme will be selected. Selection shall be made based on the evaluation criteria provided in Article 6 of this Regulation in a face-to-face session where each finalist team shall present its project to the Programme jury.

**Phase 3 – CO-DEVELOPMENT:** 12 December 2017 to 30 June 2018

1. The finalist teams will have monitoring, training and mentoring from Nova SBE for the co-development, validation and implementation of the projects, in a co-work area of the headquarters of Nestlé Portugal, with the participation of teachers, invited speakers and other relevant entities in the area.

This phase consists of the following activities:

- **NESTLÉ STARTUP SCHOOL** - general training sessions that touch on contents in the areas of Entrepreneurship, Design Thinking, Business Model Canvas, Lean Start-up and Customer Development Process.

- **NESTLÉ STARTUP LAB** - practical mentoring sessions for the development and validation of projects in a real environment.

- **CLOSING MEETING** – presentation of the finalist projects to the jury for final voting on the projects and election of the Winners of the Programme.

2. At the end of the Programme, the jury will elect the Winners of the Programme.

3. The finalist projects and the winners will be announced by e-mail and on the online platform [www.foradacasca.pt](http://www.foradacasca.pt)

4. Nestlé may also announce the Programme Winner as a special session called for this purpose.

**Article 6 (Selection and Evaluation Criteria)**

1. At all times of Selection and Voting, the projects will be classified by a jury according to the 5 evaluation criteria, which shall have the same weighting criteria:
  - a) Usefulness of the Project (value added; impact on Nutrition, Health and Wellness; contribution to Nestlé’s purpose - “Enhancing quality of life and contributing to a healthier future”);
  - b) Quality of the Project (creativity/originality, degree of innovation);
  - c) Business Model (viability, potential for growth, replication and adoption);
  - d) Feasibility of the Project (technical, operational and commercial);
  - e) Team (skills, diversity, commitment and involvement with the project).

#### **Article 7 (Jury and Method of Tabulating Finalist Projects)**

1. The Programme’s jury shall consist of members of the Management Committee of Nestlé Portugal, S.A. and the team from Nova SBE Venture Lab.
2. On a date, time and place to be determined by the Programme promoters, there will be an event (“Closing Meeting”) for final voting on the projects and election of the Winners of the Programme.
3. Voting will be done according to the evaluation criteria provided in this Regulation.
4. Deliberations are made by a simple majority of the votes issued.
5. The votes of each member of the jury are confidential and anonymous.

#### **Article 8 (Benefits)**

The teams responsible for the Finalist Projects of the Programme shall have the following benefits:

- a) Training in entrepreneurship, given by Nova SBE and other relevant entities in the area during the lifetime of the Programme;
- b) Monitoring, mentoring and curatorship of the project by Nova SBE for 24 weeks;
- c) Harnessing the synergies with Nestlé Portugal in Nova SBE business development and go-to-market;
- d) Access to employees, resources and data of Nestlé Portugal as a validation laboratory in a real environment;
- e) Preference in access to the co-work area provided at the Headquarters of Nestlé Portugal, S.A. (subject to space availability).
- f) Disclosure of the project and public recognition in internal & external means of communication.

#### **Article 9 (Prizes)**

1. From the 10 finalist projects, the jury will vote on the 3 Winners of the Programme to whom the following prizes shall be attributed:

#### **1<sup>st</sup> PRIZE**

- a) Certification as “1<sup>st</sup> PRIZE WINNER - NESTLÉ FORA DA CASCA PROGRAMME”;
- b) Mentoring Session with Senior Management of Nestlé Portugal, S.A.
- c) Visit to the Global Headquarters of Nestlé (Switzerland) and contact with key stakeholders;
- d) Specific financing from Nestlé Portugal to carry out pilot tests (up to a maximum of 10,000 euros);
- e) Public recognition, using the resources of Nestlé Portugal, S.A to disclose the results achieved.

#### **2<sup>nd</sup> PRIZE**

- a) Certification as “2<sup>nd</sup> PRIZE WINNER - NESTLÉ FORA DA CASCA PROGRAMME”;
- b) Mentoring Session with Senior Management of Nestlé Portugal, S.A.
- c) Specific financing from Nestlé Portugal to carry out pilot tests (up to a maximum of 5,000 euros);
- d) Public recognition, using the resources of Nestlé Portugal, S.A to disclose the results achieved.

#### **3<sup>rd</sup> PRIZE**

- a) Certification as “3<sup>rd</sup> PRIZE WINNER - NESTLÉ FORA DA CASCA PROGRAMME”;
- b) Mentoring Session with Senior Management of Nestlé Portugal, S.A.
- c) Specific financing from Nestlé Portugal to carry out pilot tests (up to a maximum of 2,500 euros);
- d) Public recognition, using the resources of Nestlé Portugal, S.A. to disclose the results achieved.

2. By decision of the promoters of the Programme, prizes may be awarded to more projects than initially planned, and this decision shall be announced in a timely manner.
3. Attribution of prizes beyond the headings mentioned in Article 9, paragraph 2 must be approved by the Steering Committee of Nestlé Portugal, S.A.
4. The Programme jury reserves the right to not attribute any of the certificates and prizes projected if it feels that the projects do not meet the criteria established.

### **Article 10 (Disclosing the Results)**

5. The list of applications selected, the finalist projects selected and the Winners of the Programme shall be disclosed.
6. Disclosure shall be made individually, by e-mail, within 05 working days after the decision of the jury and published on the site [www.fora-da-casca.pt](http://www.fora-da-casca.pt)

### **Article 11 (Rights and Obligations of the Participants)**

1. The participants shall maintain the copyrights and industrial property rights of the Projects they have developed.
2. Participants shall maintain the right to commercially exploit the Projects developed, granted to the Programme Promoters a non-exclusive and free license to use the same.
3. Each participant agrees to take the measures necessary to confirm that his/her project does not infringe on copyrights, trademarks, rights to privacy, advertising or other intellectual property rights of other third-party rights.
4. Participants recognise that, despite that the idea for the project to be developed may be new to them, it may not be for Nestlé or may even be public knowledge. Participants also recognise that the ideas that are not subject to legal protection have limited interest, since they may be freely used by competitors.
5. Each participant hereby declares and guarantees the confidentiality of his/her participation and to neither copy nor disclose, by any means and in any manner, the projects encountered through the Nestlé Fora da Casca Programme, under penalty of indemnification to Nestlé;
6. All members of the teams of 30 projects selected must sign a Confidentiality Agreement with Nestlé Portugal, S.A.
7. Participants hereby authorise the use of their image, voice, photograph and video, gathered during the course of the Programme and/or at events held under the Programme, for purposes of promotion and disclosure of the ideas and applications developed. They also authorise their insertion in the disclosure and promotional materials of each of the promoters, in association with the Programme.
8. The start-up phase may involve the inclusion of the projects in the portfolio of Nestlé products/services, and this inclusion shall never translate into an obligation for Nestlé.

#### **Article 12 (Reasons for Excluding Participants)**

1. The following behaviours by participants shall be considered reason for exclusion from Programme and/or non-attribution of prizes:
  - a) Failure to comply with any of the obligations established in this Regulation and/or on the Platform, and failure to take part in the events and/or to present the Projects;
  - b) Non-compliance with the Project requirements, and non-compliance by the Participant with any requirement of the Regulation that is considered relevant;
  - c) Violation of any applicable legal or regulatory provision;
  - d) Verification of indications of restrictive competition practices;
  - e) Verification of any attempt to harm the normal operation of the Programme, namely through fraudulent or illegal acts;
  - f) Non-compliance with the decisions of the jury and/or the promoters of the Competition;

- g) Verification of impediments and/or conflicts of interest by the Participant;
  - h) A profound change, in the co-development phase, of the characteristics of the Project as it was presented in the applications phase;
  - i) The establishment of commercial agreements, for sponsorship or any other context with any direct competitor of Nestlé Portugal, S.A., during the lifetime of the Programme;
  - j) Any other situation that the Promoters of the Programme consider as a foundation for exclusion and/or non-attribution of the prize, such as non-compliance or falsifying information provided in the application.
2. Notwithstanding the rights of the Promoters in each of the situations provided in the sections of the previous paragraph, namely, indemnifications if the behaviour described occurs after attribution of the prizes, the candidate shall return any and all amounts received from the promoters within 08 working days counting from the date they were made aware of the fact.

### CHAPTER III Final Provisions

#### **Article 13 (Cancellation of the Programme)**

1. Nestlé Portugal, S.A. reserves the right to change or cancel the Programme at any time, through e-mail notification sent to the participants.
2. This Programme may also be cancelled in the event of force majeure, if any restrictive competition practices are found and/or if enough registrations have been presented to allow the Programme to proceed.
3. Cancellation of the Programme under the terms set forth above shall not confer the right to interested parties and/or candidates to any indemnification for this fact.

#### **Article 14 (Exclusion of Liability)**

1. Participants shall be responsible for protecting any potential copyrights and industrial property rights related to their registration and the documents included therein, e.g., through trademark, patent, design, industrial models or others.
2. Nestlé shall not be responsible for any costs arising from losses, damages, accidents, expenses or liabilities responsibilities attributed to the participants, regarding any failure to properly protect any copyrights and/or industrial property rights resulting from participation in this Programme.

#### **Article 15 (General Conditions)**

1. Participation in the Programme is conditioned on the full acceptance of this Participation Conditions, with the changes, attachments and amendments that at any time and without the need for previous notice, may be introduced by Nestlé Portugal, S.A.
2. This Regulation may be changed during the lifetime of the Programme, a fact of which the participants shall be notified by e-mail.
3. In the event of litigation in the context of the Programme that cannot be resolved under the terms of this Regulation and in the event of omissions in this Regulation, that cannot be resolved by mutual agreement, the court for the District of Oeiras shall have jurisdiction, with express renunciation of any other.
4. Should you have any questions, please contact us:
  - By phone: Consumer Service 800 203 59 (Monday to Saturday) 8:30am to 8:30pm (except holidays)
  - By e-mail: : [faleconnosco@pt.nestle.com](mailto:faleconnosco@pt.nestle.com)