

# **Nestlé Creating Shared Value Prize**

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## **Official Rules**

# Contents

<b>1. SCOPE OF THE NESTLÉ PRIZE .....</b>	<b>3</b>
<b>2. ELIGIBILITY CRITERIA .....</b>	<b>3</b>
<b>2.1. Entities .....</b>	<b>3</b>
<b>2.2. Countries .....</b>	<b>4</b>
<b>2.3. Language .....</b>	<b>4</b>
<b>2.4. Further restrictions .....</b>	<b>4</b>
<b>3. HOW TO ENTER.....</b>	<b>4</b>
<b>4. JUDGING OF THE NESTLÉ PRIZE .....</b>	<b>5</b>
<b>5. EVALUATION CRITERIA .....</b>	<b>5</b>
<b>5.1. Overall Evaluation Criteria .....</b>	<b>5</b>
<b>5.2. Specific evaluation criteria .....</b>	<b>6</b>
<b>6. SELECTION PROCESS AND TIMELINE .....</b>	<b>6</b>
<b>7. VALUE OF THE NESTLÉ PRIZE.....</b>	<b>7</b>
<b>8. USE OF PRIZE TO PROMOTE CREATING SHARED VALUE AND AUDITING .....</b>	<b>7</b>
<b>9. AWARD CEREMONY OF THE NESTLÉ PRIZE.....</b>	<b>7</b>
<b>10. CONDITIONS OF PARTICIPATION .....</b>	<b>8</b>
<b>11. PROMOTIONAL RIGHTS .....</b>	<b>9</b>
<b>12. RIGHTS OF REVOCATION.....</b>	<b>9</b>
<b>13. CONFIDENTIALITY AND RETENTION OF SUBMITTED MATERIAL .....</b>	<b>9</b>
<b>14. JURISDICTION .....</b>	<b>10</b>

## **1. SCOPE OF THE NESTLÉ PRIZE**

The Nestlé Creating Shared Value Prize (“Nestlé Prize”) is designed to recognise the development of an outstanding innovation or programme in the areas of Water, Nutrition or Rural Development that:

- Has proven its worth on a pilot or small-scale basis.
- Is judged to be feasible on a broad-scale basis or replicable in other settings or communities.
- Has high promise of having a social impact, through either improving access to nutrition, improving rural development, or having a significant impact on water management or access to clean water.
- Is built on a sound and viable business model.

Fields of achievement include, but are not limited to: agriculture including plant and animal husbandry; management of natural resources; food science and technology; food fortification; nutrition education; water management and distribution; water & sanitation, etc.

The Nestlé Prize will be awarded to those who submit the best Entry as determined by the Nestlé Creating Shared Value Council in accordance with these Official Rules.

## **2. ELIGIBILITY CRITERIA**

### **2.1. Entities**

Entities eligible for the Nestlé Prize are social and private enterprises as well as non-governmental organisations (NGOs).

Teams of individuals, employees of Nestlé S.A., their parent companies, affiliates and subsidiaries, joint ventures, participating advertising and promotion agencies (and members of their immediate family, defined as parents, children, siblings and spouse, regardless of where they reside, and/or those living in the same household) are not eligible.

The aforementioned employees (and members of their immediate family as defined in the paragraph before) will not be eligible neither if they participate through an organisation that they have founded or where they hold a major participation or management position.

## **2.2. Countries**

The Nestlé Creating Shared Value Prize is international in scope. Entities may reside in any country in the world and cover programmes implemented in low, middle and high-income countries that benefit underserved parts of the community

## **2.3. Language**

All Entries must be in English. Nomination Forms or Entries that are in any other language will not be considered.

## **2.4. Further restrictions**

- Entries that seek to use the Nestlé Prize money to provide financial support to an organization or individual will not be considered eligible.
- Entries covering programmes that are already financed or supported by Nestlé S.A., affiliates, subsidiaries, joint ventures are not eligible.
- Entries covering programmes that have been awarded the Nestlé Prize in former nomination periods are not eligible for the Nestlé Prize again.

## **3. HOW TO ENTER**

The award process begins at 13:00 GMT on October 15<sup>th</sup> 2014 and ends on February 28<sup>th</sup> 2015 at 23:00 GMT ("Nomination Period").

Entries must be submitted in writing during the Nomination Period through the Nomination Form which is available on the Nestlé corporate website ([www.nestle.com](http://www.nestle.com)) or by request at [CSVPrize@nestle.com](mailto:CSVPrize@nestle.com).

Only fully completed Nomination Forms will be considered. Entries must be submitted electronically by February 28<sup>th</sup> 2015 by 23.00 GMT latest to be considered.

One Entry per programme is allowed. In the event that more than one Entry is received with the same or nearly identical submission, only the first such Entry received will be eligible.

Related documents including testimonials and recommendations that might provide important and useful information for the selection process are welcome, but not mandatory. They may be submitted throughout the Nomination Period.

All communication about the Nestlé Prize must be made in writing to [CSVPrize@Nestle.com](mailto:CSVPrize@Nestle.com). Oral communications will not be accepted and not taken into account during the selection process.

All costs related to the submission of the Entry are to be borne by the applicants. Upon submission of the Nomination Form, the applicant attests that all information submitted is truthful and correct.

#### **4. JUDGING OF THE NESTLÉ PRIZE**

Entries will be judged by the Nestlé Prize Screening Committee, which will come up with a list of up to nine finalists, based on the evaluation criteria set out below.

The Nestlé Prize Screening Committee is divided into three subcommittees (for water, nutrition and rural development), each of which is comprised of two Nestlé staff experts and three fair-minded and knowledgeable external individuals in the three areas of focus of the Prize.

The Creating Shared Value Council makes a final decision on the Winner on the recommendation of the Nestlé Prize Screening Committee.

The Creating Shared Value Council reserve the right to award the Prize to more than one Winner or not to award any Prize, if in their sole and absolute discretion, they do not receive a sufficient number of eligible or qualified Entries for the Nestlé Prize.

Decisions of the Creating Shared Value Council are final and binding. The Winner will be notified by email or postal mail, at Nestlé's discretion. Upon notification, the Winner agrees to keep this information strictly confidential until the announcement of the Nestlé Prize Winner is made public by Nestlé S.A. Nestlé S.A. reserves the right to disqualify the Entry in the event that the Winner breaches the confidentiality obligation as set out before.

#### **5. EVALUATION CRITERIA**

##### **5.1. Overall Evaluation Criteria**

- **Innovation**

The programme must represent an innovative approach to the problem it seeks to address. Innovation may result from the use of new methods, new models, new technologies, or application of old methods, models or technologies in a new, innovative way.

- **Environmental sustainability**

The programme should apply environmentally sustainable practices: use natural resources efficiently, favour the use of sustainability-managed renewable resources and avoid waste.

- **Programme results and impact**

The programme must have proven its worth on a pilot or small-scale basis. The impact of this programme must be measurable, quantifiable, or otherwise demonstrated.

- **Potential for scaling up and/or replication**

The programme should be feasible on a broad-scale basis and/or replicable to other social, cultural or geographical settings.

- **Programme financial viability**

The programme must be built on a sound and viable business model and must have the potential to continue beyond the Nestlé Prize funding.

- **Programme organisational viability**

The programme and its leaders will also be judged on their ability to incorporate and leverage an investment by Nestlé to assist in the development of the programme and its promotion to assist in its adoption by other communities and its continued growth and viability.

- **Potential for Creating Shared Value**

The programme should create value for all its participants, thereby exemplifying the concept of Creating Shared Value.

## **5.2. Specific evaluation criteria**

The programme will also be judged on its potential either in bringing improved nutrition to populations suffering from nutritional problems, improving the access to and management of water, or improving the lives of farmers and rural communities.

## **6. SELECTION PROCESS AND TIMELINE**

The Nestlé Prize timeline is as follows:

- 15 October 2014 - 28 February 2015: Nomination period
- March - September 2015: Review of nominations
- September - October 2015: The Creating Shared Value Council may request additional information from nominees
- 2016: Public announcement of the Nestlé Prize Winner

Nestlé reserves the right to request additional information once the Nomination Form has been received and prior to the awarding of the Nestlé Prize.

In addition, prior to and following the awarding of the Prize, Nestlé may schedule on-site inspections to verify information in the Nomination Form as well as conduct interviews with the leadership of the organization and others who have provided letters of recommendations or other communications of support.

## **7. VALUE OF THE NESTLÉ PRIZE**

Nestlé will commit to the Prize Winner an investment of up to CHF 500,000 for a specified period of time to assist in the scaling up of the awarded programme.

The Creating Shared Value Council may decide to award the Prize to more than one, but a maximum of three, Winners. The value of each Nestlé Prize for each Winner would then depend on its various merits and needs and defined at the sole discretion of the Creating Shared Value Council, but a minimum of CHF 50,000 per Winner. The total value for all Winners will not exceed CHF 500,000.

The investment may be a one-time grant or it may be awarded on a multi-year basis in increments to be determined by the Nestlé Chairman and CEO upon the recommendation of the Creating Shared Value Council.

The receipt of the Nestlé Prize Money may be subject to different taxes, such as income tax, social security, and indirect taxes, depending on the Winner's country of tax residence and the country where the programme takes place. It is the Winner's responsibility to comply with all applicable laws, including tax laws. In this respect, Nestlé Prize Money are granted as gross amount, and any tax is due by the Winner, except if the applicable law explicitly provides for the liability of the donor. The Nestlé Prize money will be awarded in Swiss Francs. All costs associated with currency exchange are the sole responsibility of the Winner.

## **8. USE OF PRIZE TO PROMOTE CREATING SHARED VALUE AND AUDITING**

The Prize Winner agrees upon receipt of the prize money to use the funds exclusively to support the furtherance of the winning Entry and the purpose for which it has received the Prize. The Prize money cannot be used to pay for fundraising activities.

The Prize Winner also agrees to periodic oversight of the disbursement of the Nestlé Prize by Nestlé S.A. assigned third parties. Following the awarding of the Prize, Nestlé reserves the right to review documentation of the disbursements of the money paid to the winning Entry.

Nominees agree to regular and appropriate monitoring and evaluations as well as progress reports as may be required by Nestlé.

## **9. AWARD CEREMONY OF THE NESTLÉ PRIZE**

The Prize Winner is required to participate in the award ceremony and in the Creating Shared Value Forum.

Reasonable travel and hotel expenses for the Winner to attend will be organised and covered by Nestlé.

## **10. CONDITIONS OF PARTICIPATION**

Prizes are awarded without warranty of any kind from Nestlé, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local laws or regulations. Submission of Entry for this Nestlé Prize deems that applicants agree to be bound by the terms of these Official Rules and by the decisions of Nestlé, which are final and binding on all matters pertaining to this Nestlé Prize. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within 15 days of attempted first notification will forfeit his/her prize.

Ownership of and all intellectual and industrial property rights in and to the application shall remain with the participant.

To the extent permitted by law, entrants agree to hold Nestlé S.A., its subsidiaries, agents, directors, officers, employees, representatives and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Nestlé Prize and/or use or acceptance of any Nestlé Prize awarded, except to the extent that any death or personal injury is caused by the negligence of Nestlé S.A. Nestlé S.A. is not responsible for any typographical or other error in the printing of the offer, administration of the Nestlé Prize or in the announcement of the Nestlé Prize. A participant may be prohibited from participating in this Nestlé Prize if, in Nestlé S.A.'s sole discretion, it reasonably believes that the participant has attempted to undermine the legitimate operation of this Nestlé Prize by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other participants, Nestlé S.A. or associated agencies. In the event a winner/potential winner's employer has a policy, which prohibits the awarding of a prize to an employee, the Nestlé Prize will be forfeited and an alternate winner will be selected.

Applicants certify that their Entry is original and that they are the sole and exclusive owner and right holder of the submitted Entry and/or that they have the right to submit the Entry for the Nestlé Prize. Each applicant agrees not to submit any Nomination Form that (1) infringes any 3rd party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violates applicable law in any countries in the world. To the maximum extent permitted by law, each applicant indemnifies and agrees to keep indemnified Nestlé S.A., its subsidiaries, agents, directors, officers, employees, representatives and assigns harmless at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the applicant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law,



each participant indemnifies and agrees to keep indemnified Nestlé S.A., its subsidiaries, agents, directors, officers, employees, representatives and assigns harmless at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Nestlé S.A. will or may become liable by reason of or related or incidental to any act, default or omission by a applicant under these Official Rules including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by a participant.

## **11. PROMOTIONAL RIGHTS**

The Nestlé Prize Winner shall agree to reasonable promotional efforts to further the cause of the Nestlé Creating Shared Value Prize, as well as the use of the programme to illustrate and promote the Nestlé Creating Shared Value Prize in any medium such as, but not limited to, radio, press, television, internet, etc. To this effect, the Nestlé Prize Winner agrees to take part to interviews, photo shooting sessions, making of video clips and other promotional activities required to achieve this objective. The Nestlé Prize Winner further grants, assigns and transfers to Nestlé S.A. all rights of every nature relating to the reproduction, distribution, use and communication of the promotional materials developed in connection with the promotion to further the cause of the Nestlé Creating Shared Value Prize, and waives any and all rights that she/he/it may have with respect thereto pursuant to any statute of law. The ownership of any promotional material created shall be vested in Nestlé S.A. and the Nestlé Prize Winner agrees to release Nestlé S.A. and its representatives from any liability in connection therewith.

## **12. RIGHTS OF REVOCATION**

Nestlé reserves the right to revoke the Nestlé Prize if it determines that the money and administration of the Nestlé Prize have not been in accordance with the Official Rules of the Nestlé Prize or in the spirit of Creating Shared Value.

## **13. CONFIDENTIALITY AND RETENTION OF SUBMITTED MATERIAL**

The application will be treated confidential and shared with third parties that need to be necessarily involved for the purpose of all activities around the Nestlé Prize. Nomination Forms will be stored and destroyed a year after the award ceremony.

Upon prior request, individuals or organisations submitting Entries can claim for their file to be returned.

#### **14. JURISDICTION**

The Official Rules are subject to change; any change will be published on [www.nestle.com](http://www.nestle.com).

The rules and administration of the Nestlé Creating Shared Value Prize will be governed by the laws of Switzerland.

**NO RECOURSE TO JUDICIAL OR OTHER PROCEDURES:** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in regard to the judgment of the jury for the Nestlé Prize are hereby excluded, and any participant expressly waives any and all such rights.