

LONGITUDE PRIZE

Terms & Conditions

The Longitude Prize (the “Challenge”) is run by Nesta, working with Innovate UK and other partners identified at www.longitudeprize.org from time to time (the “Partners”). Please read these terms and conditions and the Prize rules, eligibility and assessment criteria and the timeline for the Challenge (the “Prize Rules”) carefully before registering or submitting an application to win the Challenge. By submitting an application, you accept these terms and conditions and agree to comply with them. If you are submitting an application on behalf of an organisation or a team, you undertake to Nesta that you have the authority to bind each of them and that you will be responsible for ensuring that they comply. References to “we”, “us” and “our” in these terms and conditions are references to Nesta.

1. The Challenge

1.1 The Prize Rules are available at www.longitudeprize.org.

1.2 Entry to the Challenge is in two stages: 1) registration and 2) submission of an application to win.

1.3 On registration, your form will be assessed by the Longitude Prize team at Nesta to determine whether your idea is in scope. If in scope, your registration will be uploaded to www.longitudeprize.org and you will be permitted to submit an application to win.

1.4 On submission of an application to win, your application will be assessed against the eligibility criteria set out in the “Who can Participate?” section of the Prize Rules, and against the Challenge Statement and Prize criteria set out in the “What you must do to win the Longitude Prize” section of the Prize Rules.

1.5 You may register and submit an application to win the Challenge at any time from launch until the Prize is won or the Challenge comes to an end. If the Prize has not yet been won, the final submission deadline to submit applications to win the Prize is 30 September 2022.

1.6 Registration and applications to win the Challenge and all information relating to your entry must be in English, must be legible and complete, and must comply with all applicable provisions of the Prize Rules.

1.7 You may make multiple separate applications to win the Prize if such applications concern different ideas.

LONGITUDE PRIZE

1.8 We reserve the right at our sole discretion to refuse or disqualify any applicant or team which does not or ceases to meet the eligibility criteria or which is otherwise in our reasonable opinion in breach of these terms and conditions or applicable law.

1.9 Please notify us in writing if you decide to withdraw from the Challenge for any reason.

1.10 If you are entering the Challenge as part of a team, you must nominate one person as team leader. The team leader is responsible for making sure that all other team members are aware of and comply with these terms and conditions and the Prize Rules. Contact details of the team leader should be notified to us in writing. Teams must notify us in writing if the principal contact changes, and provide us with up to date contact details. Participants submitting an application to win the Challenge as part of a team shall be jointly and severally liable for their obligations under these terms and conditions.

1.11 If you (or any of your team) are under 18, you will need to provide written confirmation of parental or legal guardian consent to participate in the Challenge.

1.12 An individual may participate in more than one team provided that he or she has the consent of all such team members to do so.

1.13 Employees of Nesta, Innovate UK, our Partners or other individuals formally involved in supporting or organising the Challenge, members of the Longitude Committee, Prize Advisory Panel, Discovery Award Panel and/or the Boost Grant Panel, and their immediate families, are not eligible to register or submit an application to win the Challenge.

1.14 We will use the contact details provided to contact you or the team leader (as applicable) about the Challenge. All communication between us about the Challenge shall be in English. If you don't respond to any communication within 14 days, we may at our sole discretion treat you (and your team, if applicable) as having withdrawn from the Challenge and, where relevant, select an alternative winner.

1.15 You will be responsible for all your costs of entering and participating in the Challenge, including without limitation all costs of development, prototyping, manufacture, testing, marketing, video production, licensing, searches, registration and protection of intellectual property rights, legal costs, costs of obtaining third party consents and licences, and travel and accommodation costs. You recognise that there is no guarantee that you, or any participant, will win the Prize and that participation is entirely at your own risk.

1.16 We reserve the right to vary the form or substance of the Challenge (including without limitation the Prize Rules, the eligibility criteria, the Prize criteria and requirements for success set out in "What you must do to win the Longitude Prize" section in the Prize Rules, these terms and conditions and any deadlines) as we deem appropriate in the

LONGITUDE PRIZE

circumstances, taking into account the aims of the Challenge. We shall use reasonable endeavours to notify all registered participants of any changes. If you are not happy with the changes, you should withdraw from the Challenge; your continued participation will indicate your agreement to any changes.

1.17 We also reserve the right at our sole discretion to suspend or terminate the Challenge if:

- a) funding for the Challenge is reduced materially or withdrawn by our Partners or sponsors;
- b) we determine in our reasonable opinion that the Challenge will no longer achieve its aims or is no longer relevant or useful; or
- c) there are changes or developments outside our control that affect the Challenge (including without limitation changes to the law or in medical, technological or scientific knowledge).

1.18 No compensation will be paid to participants if the Challenge is changed, suspended or terminated by us in accordance with paragraphs 1.16, 1.17 or 10 of these terms and conditions.

1.19 The Challenge will come to an end if no-one has won the Prize following the final submission deadline of 30 September 2022, unless Nesta and our Partners decide to extend the Challenge and we publish a new end date.

2. Longitude Support Grants

2.1 You may have the opportunity to apply for a Discovery Award, Boost Grant or support from time to time during the Challenge to help develop your solution. Specific, additional conditions may apply to Discovery awards and Boost Grants, and will be confirmed on the launch of each Discovery award and Boost Grant that we, at our sole discretion, choose to grant. Success or failure in an application for a Discovery award and/or Boost Grant will have no bearing on your chances of success in the overall Challenge.

3. Award of Prize

3.1 Applications to win the Prize may be submitted at any time during the Challenge. Applications must be in the form specified in the Prize Rules. Applications will be reviewed and assessed at submission deadlines every 4 months from 31 May 2015 as described in the Prize Rules. If the Prize has not been won the final submission deadline to submit applications to win the Prize is 30 September 2022. Nesta may (but shall have no obligation to) amend any deadlines in its sole discretion. Late applications will not be accepted and

LONGITUDE PRIZE

Nesta is not responsible for applications which are lost, damaged or late due to computer, network or telecommunications failure due to third party telephone or data networks.

3.2 We reserve the right to ask for additional evidence to support applications and the claims made in applications and to reject claims on the grounds set out in the Prize Rules. We will determine at our sole discretion the form and extent of assessment and testing for each entry, which may differ for individual entries.

3.3 The eligibility, assessment and award of the Prize will be determined by the Longitude Committee (the “Committee”) on the advice of an expert Prize Advisory Panel (the “Panel”) appointed by Nesta and following the process set out in the Prize Rules. Any decision by Nesta, the Panel or the Committee about eligibility, assessment and award will be final and binding, including any decision about the validity of claims and whether testing sufficiently supports any claim. Correspondence will not be entered into. The Committee may at its sole discretion decide not to award the Prize at all where in its reasonable opinion no entry satisfies the aims, criteria and requirements of the Challenge as described in the Prize Rules.

3.4 Unsuccessful applicants will be permitted to submit an improved application to win the Challenge after receiving a rejection. Any such improved application must be submitted by the deadline specified in these terms and conditions.

3.5 The winning individual or team selected by the Longitude Committee (“the winner”) may be required at our discretion to enter into a formal agreement with Nesta to ensure the Challenge achieves its aims for the public benefit. This may include deadlines for development and marketing and may reserve rights for Nesta and its Partners to recover Prize monies or to take interests in intellectual property in the circumstances envisaged in paragraph 5.2 of these terms and conditions.

3.6 Winners will be obliged to return the Prize monies in full within thirty (30) days if it emerges at any time after the award that they failed to comply with these terms and conditions or the Prize Rules.

3.7 The Prize will be paid in pounds sterling within 90 days of announcement of the winner to a bank account in the name of the winner. Where the winner is a team, all members of the team must authorise in writing payment by Nesta to the nominated account. We reserve the right to withhold payment (i) in the case of a complaint or challenge to the Longitude Committee decision until such complaint or challenge is resolved, or (ii) where Nesta considers it prudent or necessary to do so in order to carry out due diligence in relation to the nominated bank account. Winners will be responsible for payment of all taxes, bank transfer and other levies, costs and charges associated with payment to them of any Prize and shall provide promptly any information requested by us in connection with reporting or assessment required by tax or other authorities in connection with the Prize.

LONGITUDE PRIZE

4. Your commitments to us

4.1 To submit an application to win, and be considered for award of the Prize, you must, and the team leader of a team must ensure that each team member shall:

- a) satisfy the eligibility criteria;
- b) ensure that all information submitted as part of the Challenge is true, accurate and complete to the best of your knowledge;
- c) provide promptly any additional information we reasonably request and participate in assessment, testing, challenges and presentations which are part of the Challenge;
- d) obtain all authorisations, consents, licences and permissions necessary to: (i) submit and develop your solution as part of the Challenge; (ii) grant the rights granted to us under these terms and conditions (including without limitation those granted in paragraph 5.2 below); and (iii) if you win the Prize, to develop and market your winning solution as proposed in your winning entry;
- e) use best endeavours not to infringe any intellectual property right, obligation of confidentiality or other third party rights or any contractual obligation in connection with participation in the Challenge;
- f) not attempt to undermine the Challenge, cheat, or behave in any way which is in our reasonable opinion unfair, disruptive, inappropriate or potentially dangerous, or which damages the reputation of the Challenge, Nesta, Innovate UK or Partners in the Challenge;
- g) comply with the Prize Rules;
- h) act lawfully, ethically and in good faith, and comply with all applicable laws, regulations, guidelines and codes of practice, including without limitation the Helsinki Declaration on Ethical Principles for Medical Research Involving Human Subjects if it provides for a higher standard of protection of humans than the local regulations. You must ensure that any ethical issues are identified and brought to the attention of the relevant approval or regulatory body and that approval is granted before any work requiring approval begins;
- i) obtain appropriate insurance in respect of any activities undertaken as part of the Challenge and provide evidence of this to us on request; and

LONGITUDE PRIZE

- j) comply with our reasonable instructions while participating in the Challenge, including in relation to health and safety, and security.

5. Intellectual Property Rights

5.1 Except as set out in paragraphs 5.2, 5.3 and 6 below, as between you and us, you will retain all intellectual property rights in the results and materials (including but not limited to any data, know-how and information), generated by you while participating in the Challenge (the “Challenge IPR”) and no rights in Challenge IPR shall be transferred to us or our Partners. You shall have sole responsibility, at your own cost, for filing, prosecuting, maintaining, defending and enforcing any Challenge IPR.

5.2 If the winner of the Prize fails to develop and exploit the Challenge IPR within five (5) years of the award of the Prize, or we have reasonable grounds to believe that the winner does not intend either to continue to develop to commercial application or to exploit the Challenge IPR, the winner shall, and shall procure that any other proprietor of the Challenge IPR shall, grant to Innovate UK and Nesta (or a person nominated by them) a non-exclusive royalty-free, worldwide, perpetual, irrevocable, sub-licensable right to use, develop and exploit or to appoint a third party to use, develop and exploit the Challenge IPR and any other IPR owned or controlled by the winner or any other proprietors of the Challenge IPR that is necessary to use, develop and exploit the Challenge IPR.

5.3 Pursuant to paragraph 2, different conditions may apply to intellectual property rights arising as a result of Discovery Awards and/or Boost Grants. Please check the terms applying to particular Discovery Awards and Boost Grants before submitting an entry.

6. Information and Publicity

6.1 We will use information which you provide, including the personal details of you, and your team members if applicable, to administer the Challenge. For these purposes, we may share those details with our Partners. We may also share your information with other partners or companies who may help us operate the Challenge and information on these partners and companies will be displayed on the Challenge website (www.longitudeprize.org) when known. We will also share your information with judges who help us assess applications.

For information on the judges see <https://longitudeprize.org/applying-support/judging>. Please see our Privacy Policy (<https://longitudeprize.org/privacy-policy>) for more information on how we may use your personal information.

6.2 You must identify and notify to us in writing any confidential or sensitive information submitted during the course of the Challenge. We may share that information with our staff, Partners, judges and anyone helping us to administer the Challenge, to the extent necessary

LONGITUDE PRIZE

to enable them to perform their duties in relation to the Challenge and subject to obligations of confidentiality, but shall otherwise use our best endeavours not to disclose that information to any third party and to adopt appropriate technical measures to prevent unauthorised access to that information.

6.3 We and our Partners and sponsors may carry out publicity and promotion for the Challenge, and publish our research and evaluation in relation to the Challenge. We and our Partners shall be entitled to publish (a) your organisation's name and logo and (b) a summary of your entry (which shall contain no confidential information). We may ask you (and your team) to support and/or participate in promotional activities on reasonable notice. All film, photos, sound recordings and other materials created by us shall belong to us.

6.4 Any public statements made by a participant in the Challenge about the Challenge, either during the Challenge or within twelve (12) months following the award of the Prize, must acknowledge the support of Nesta and our Partners. You must seek our prior written approval for any significant publicity or promotional activity connected to the Challenge. Subject to this paragraph 6.4, you and your team (where applicable) shall not use the name, logo, trademarks or any other intellectual property of Nesta or its Partners without prior written consent.

7. Notices

Any notice or other communication sent to Nesta in connection with these Terms and Conditions shall be in writing and sent to 58 Victoria Embankment, London, EC4Y 0DS, United Kingdom, and marked for the attention of the Company Secretary.

8. Exclusion and Limitation of Liability

8.1 To the extent permitted by applicable law, Nesta excludes all liability for any direct, indirect, incidental or consequential loss or damage, including without limitation, any costs, claims, taxes, charges or expenses, arising from your participation in the Challenge, including without limitation where these arise as a result of: (a) Nesta exercising its rights to vary, suspend or terminate the Challenge; (b) your reliance on statements or advice given by us, our Partners or contractors before, during or after the Challenge; (c) any breach of confidentiality, except where this is caused by our negligence or default.

8.2 Without prejudice to paragraph 8.1, Nesta's maximum aggregate liability to you or your team (as applicable) in connection with the Challenge (if any) shall be limited to £1,000. Nothing in these terms and conditions seeks to exclude or limit Nesta's liability for death or personal injury caused by negligence or fraudulent misrepresentation made by us.

8.3 Any physical materials or prototypes submitted to Nesta as part of your entry to the Challenge will be at your own risk. While we will use reasonable endeavours to keep safely, maintain and return any such materials or items, we cannot guarantee this.

LONGITUDE PRIZE

8.4 Nesta is not responsible to you or your team for the actions or statements of any other participant and is under no obligation to arbitrate disputes between participants, including in relation to confidentiality and ownership of intellectual property. Participants who are unable to resolve disputes between themselves may at Nesta's sole discretion be removed from the Challenge.

8.5 You shall indemnify and keep indemnified Nesta and our Partners against all liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) suffered or incurred by us or our Partners arising out of or in connection with any third party claim made against Nesta or any of its Partners as a result of:

- a) any breach by you or any of your team members (if applicable) of paragraphs 3.5 and 4 of these terms and conditions; or
- b) any actual or alleged infringement of a third party's intellectual property rights arising out of in connection with your conduct, performance or output (including your application or proposed solution(s) to the Challenge) during or after the Challenge; and
- c) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your conduct, performance or output in connection with the Challenge.

9. No Partnership or Agency

Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between you (or your team, if applicable) and Nesta, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10. Force Majeure

Neither Nesta nor its Partners shall be in breach of these terms and conditions, nor liable for any delay in performing, or failure to perform, any of its obligations pursuant to these terms and conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control.

11. Governing Law and Jurisdiction

These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the English courts. Without prejudice to the foregoing, where Nesta makes a complaints or independent review process available for disputes arising from the Challenge, you agree to pursue any

LONGITUDE PRIZE

claims or demands which you have against Nesta first through such process and to abide by the rules of such process.

“Longitude Prize” is a registered trade mark of Nesta, no. EU012275194.

Nesta is a company limited by guarantee with number 7706036 and registered charity with charity number 1144091. Registered address: 58 Victoria Embankment, London, EC4Y 0DS.

Longitude Prize Terms and Conditions v.4 February 2020