The Longitude Prize (the “Challenge”) is run by Nesta, working with Innovate UK (the new name for the Technology Strategy Board) 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 the Challenge. By registering or submitting an entry, you accept these terms and conditions and agree to comply with them. If you are registering or submitting an entry 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.

The Challenge

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

1.2 You can register and submit an entry to the Challenge at any time from launch until the prize is won or the Challenge comes to an end. Applications to 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.

1.3 Applications will be assessed on submission against the eligibility criteria set out in the “Who can Participate?” Section of the Prize Rules and must continue to meet the eligibility criteria throughout the Challenge.

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

1.5 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 entering the Challenge as part of a team shall be jointly and severally liable for their obligations under these terms and conditions.

1.6 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.

1.7 Employees of Nesta, Innovate UK, our Partners or other individuals formally involved in supporting or organising the Challenge, members of the Longitude Committee and Prize Advisory Panel, and their immediate families, are not eligible to participate in the Challenge.
1.8 You may make or participate in more than one entry provided that, if you are a member of any team(s), you have the consent of all such team members to do so.

1.9 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.

1.10 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, 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.

1.11 We reserve the right to vary the form or substance of the Challenge (including without limitation the Prize Rules, the criteria and requirements for success, these terms and conditions and any deadlines) as we deem appropriate in the 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.

1.12 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).

1.12 No compensation will be paid to participants if the Challenge is changed, suspended or terminated by us in accordance with Clauses 1.10, 1.11 or 10 of these terms and conditions.

1.13 The Challenge will come to an end if no-one has won the prize by 31 December 2019, unless Nesta and our Partners decide to extend the Challenge and we publish a new end date.

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

3  **Award of Prize**

3.1 Participants may submit solutions to be assessed for the main prize at any time during the Challenge. Applications will be reviewed and assessed at regular intervals from 31 May 2015 as described in the Prize Rules, available at [www.longitudeprize.org](http://www.longitudeprize.org). Late applications will not be accepted and 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 claims 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 any 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 able to submit a new entry to the Challenge six months after receiving a rejection. Unsuccessful applicants which show potential may be named as “Ones to Watch”. In awarding “Ones to Watch” status, we do not endorse the applicant or make any representation about their ultimate chances of success in the Challenge.

3.5 The prize must be used by the winning individual or team selected by the Longitude Committee (“the winner”) to develop and market the winning solution as proposed in the winning entry. Winners may be required at our discretion to enter into a formal agreement with Nesta to ensure the prize is used for its intended purpose and to achieve the aims of the Challenge 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 certain circumstances.

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 UK 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 in the case of a complaint or challenge to the Longitude Committee decision until such complaint or challenge is resolved. 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.

4 Your commitments to us

4.1 To participate in the Challenge, you must, and the team leader of a team must ensure that each team member shall:

(a) satisfy the eligibility criteria throughout the Challenge;

(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 5.3 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 rules of the Challenge, including 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

(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 clauses 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 clause 2, different conditions may apply to intellectual property rights arising as a result of Discovery awards. Please check the terms applying to particular Discovery awards 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. We may share those details with our Partners and anyone helping us to administer the Challenge.

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 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. You (and your team, where applicable) agree to participate as required in events, blogs, filming and other publicity for the Challenge; and hereby consent to the use of:

(a) your names;
(b) a summary of your entry (which shall contain no confidential information); and
(c) photographs, film and/or sound recordings of your participation in the Challenge,

in any such promotional material and/or publications in any media and online. All film, photos, sound recordings and other materials created by us shall belong to us and may be used, published and distributed by us without further permission from you or your team.

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 approval for any significant publicity or promotional activity connected to the Challenge. Subject to this clause 6.4, you and your team (where applicable) shall not use the name, logo, trade marks 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 1 Plough Place, London EC4A 1DE, 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 clause 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.

8.4 Nesta is not responsible to any you or your team in the Challenge 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 claims or demands which you have against Nesta first through such process and to abide by the rules of such process.

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