

Update November 2016

**The Longitude Explorer Challenge Prize is run by Nesta working with a number of partners as set out on [www.longitudeexplorer.challenges.org](http://www.longitudeexplorer.challenges.org). Please read these terms and conditions carefully before submitting an entry. By submitting an entry, you accept these terms and conditions and agree that you and your team will comply with them. The team leader is responsible for ensuring that their team members understand and comply with these terms and conditions.**

## **1. Participating in the Challenge**

- 1.1 Entries from eligible UK secondary schools, youth groups and Discovery Centres received by the relevant deadline will be assessed against the relevant judging criteria available at [www.longitudeexplorer.challenges.org](http://www.longitudeexplorer.challenges.org). Late entries and entries in languages other than English will not be accepted. We are not responsible for entries which are lost, incomplete, damaged or late due to computer, network or telecommunications failure based on third party telephone or data networks.
- 1.2 Employees of Nesta, other individuals working on the Challenge, and their immediate families, are not eligible to enter.
- 1.3 Unless otherwise stated, you may submit more than one idea to the Challenge. Each idea submitted needs to be innovative and different to any other ideas you have submitted. You must bear all your costs of entering and participating in the Challenge, including travel costs, with the exception of travel costs incurred as a result of your attendance at our events relating to the Challenge, which will be met by us on production of appropriate receipts. Entries may be shortlisted and asked to complete further challenges as described in the promotional materials. Performance will then be assessed against the relevant judging criteria. Participation in challenges, tests and other events are a condition of participation in the Challenge.
- 1.4 The team leader must be an adult over 18 and member of staff at the school or other organisation named on the application. The team leader must obtain parent or legal guardian's written consent for each child under the age of 18 in their team to participate in the Challenge, to provide their personal details to Nesta and for Nesta to publish the name and images of the child in promotional materials for the Challenge. The team leader is responsible for their team members throughout the Challenge and must provide appropriate supervision for any members under the age of 18, including while on the premises of Nesta and our partners.
- 1.5 We will use the contact details provided by the team leader to contact you about the Challenge. All communication between you and us in relation to the Challenge must be in English. If you don't respond within 14 days, or if you subsequently withdraw or are withdrawn from the Challenge for any reason, we may select another entry in your place, but are not obliged to do so.
- 1.6 The judges' decision about eligibility, shortlisting and the prize award, including the validity of any claims and data submitted, is final. Correspondence will not be entered into. The judges may at their sole discretion decide not to award the prize where in their reasonable opinion, no entry meets the relevant criteria.

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- 1.7 The prize should only be used in ways that will advance science education within your school or organisation. Nesta reserves the right to impose additional conditions if appropriate in our reasonable opinion, if the Challenge has not resulted in sufficient public benefit in line with our charitable objects, or to comply with other legal requirements. The prize will be paid in pounds sterling to the school or organisation which the winning team is from and the prize winner is responsible for payment of tax and other charges in relation to the award of the prize.
- 1.8 We reserve the right at our sole discretion to:
- 1.8.1 refuse any entry or to make no award if none of the entries meet our required standards;
  - 1.8.2 remove you from the Challenge if you or any member of your team do not comply with these terms and conditions, if any of you cheat or behave in a way which is disruptive, inappropriate or potentially dangerous, if the team fails to participate fully or do anything to damage the reputation of Nesta or our partners; and
  - 1.8.3 vary the form or substance of the Challenge (including these terms and conditions, deadlines, event dates and the number of entries selected for each phase) as we deem appropriate in the circumstances. Variations will take effect from the date they are posted on our website so please check the website regularly. If you are not happy with the changes, you and your team should withdraw from the Challenge; your continued participation will indicate your agreement to any changes.
- 1.9 We also reserve the right at our sole discretion to suspend or terminate the Challenge if funding for the Challenge is reduced materially or withdrawn, if we determine in our reasonable opinion that the Challenge will no longer achieve its aims or there are changes or developments outside our control that affect the Challenge.

## **2 Your promises to us**

- 2.1 To participate in the Challenge, you must:
- satisfy the relevant eligibility criteria and ensure that all information submitted by you is true, accurate and complete. We reserve the right to ask for additional evidence of claims made by you, to validate claims by any means we see fit and/or to reject claims at our sole discretion;
  - submit a proposal which is your own original idea and not copied from anyone else;
  - have, or will obtain, all authorisations, consents and permissions necessary to submit your entry, carry out your proposal and comply with these terms and conditions, including appropriate Disclosure and Barring Scheme (DBS) checks and parental or legal guardian consent, and provide a copy of such authorisations, consents and permissions to Nesta on request;
  - ensure that your entry will not infringe any intellectual property or other third party rights or breach any contractual obligation. We may withdraw your entry if we receive notice that it infringes any third party rights;
  - act lawfully, ethically and in good faith and comply with the rules of the Challenge and any relevant laws, regulations, guidelines and codes of practice;
  - comply with, and ensure your team members comply with, our reasonable instructions and policies while participating in the Challenge, including in relation to safeguarding, health & safety and security; and
  - comply with these terms and conditions and any other relevant conditions.

### **3 Information and Publicity**

- 3.1 You will retain your intellectual property rights in your entry to the Challenge.
- 3.2 We will use information which you provide, including personal details of you and your team members, to administer the Challenge and may share it with our partners and anyone helping us to run the Challenge, subject to appropriate obligations of confidentiality and data protection. We will only share personal details of team members under the age of 18 with partners and contractors as necessary for administration of the Challenge.
- 3.3 Nesta and our partners may carry out publicity and promotion for the Challenge and publish our research and evaluation in relation to the Challenge. You agree that your organisation will participate in publicity for the Challenge and you consent to the use of your organisation's name, a summary of your proposal, and photographs/recordings of your organisation's participation in the Challenge in promotion and publications in any media and online. If requested by Nesta, you will request parental or legal guardian written consent for photographs/recordings of team members under the age of 18. Before publication, we will take into account your concerns about confidentiality and intellectual property rights in your entry. Any public statements made by a shortlisted entrant or winner in relation to the Challenge during the Challenge and for the following year must acknowledge the support of Nesta and our partners.

### **4 Limitation of Liability**

- 4.1 To the extent permitted by applicable law, Nesta excludes all liability for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses arising from your participation in the Challenge or your reliance on statements made or advice given by us, our partners or contractors. If you submit any materials or items as part of your entry to the Challenge, this is at your own risk. Nesta gives no undertakings to keep safely, maintain or return any materials or items.
- 4.2 Without prejudice to Clause 4.1, our maximum liability to you in connection with the Challenge (if any) is limited to £500. Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by negligence or fraudulent misrepresentation made by us or our partners.

### **5 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.

*Nesta, a company limited by guarantee with number 7706036 and registered charity with charity number 1144091. Registered address: 1 Plough Place, London EC4A 1DE.*