

## **Longitude Explorer Challenge Prize Terms and Conditions**

**The Longitude Explorer Challenge Prize (the “Challenge”) is run by Nesta with support from the UK Department for Business, Energy and Industrial Strategy.**

**Please read these terms and conditions carefully before submitting an entry. By submitting an entry, you accept, and agree to comply with, these terms and conditions on your behalf and on behalf of your team and the school or youth group organisation named in your application.**

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

- 1.1 Applications must be submitted in the name of a constituted school or youth group organisation. By submitting an application you confirm that you have obtained all required permissions and authorisations from your school or youth group organisation to participate in the Challenge.
- 1.2 Applications must identify a team leader who must be an adult over 18 years old and a member of staff at the school or youth group organisation named on the application. Prior to submitting the application, you must obtain the written consent from the parent or legal guardian of all team members to participate in the Challenge and its related activities and events. You must promptly on request provide Nesta with evidence of such consents.
- 1.3 Applications received by the relevant deadline will be assessed against the relevant entry criteria set out in the [eligibility criteria](#). 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.
- 1.4 Teams which include, or applications which otherwise involve, employees of Nesta or the Department for Business Energy and Industrial Strategy, other individuals working on the Challenge, or (in each case) their immediate families, are not eligible to enter.
- 1.5 You may make more than one entry to the Challenge, but each idea submitted needs to be innovative and different to any other ideas you have submitted.
- 1.6 You must bear all your and your team’s costs of entering and participating in the Challenge, including travel costs. The only exception is for travel costs incurred as a result of your attendance at Nesta’s events related to the Challenge; Nesta shall reimburse you for these travel costs on production of appropriate receipts evidencing the costs incurred.
- 1.7 Eligible entries will be assessed against the relevant judging criteria set out on the [Challenge website](#). Entries may be shortlisted and asked to complete further challenges as described in the promotional materials or on the [Challenge website](#). 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.
- 1.8 We will use the contact details provided in your application 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.

- 1.9 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.
- 1.10 The prize should only be used in ways that will advance entrepreneurship, the uptake of STEM subjects or equipment that can be used in learning about entrepreneurship, STEM or technology. Nesta reserves the right to impose additional conditions if appropriate in our reasonable opinion, including (without limitation) 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 a UK bank account in the name of the school or youth group organisation identified in the winning application. The prize winner is responsible for payment of tax and other charges in relation to the award of the prize.
- 1.11 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 or attending any events related to the Challenge.
- 1.12 We reserve the right at our sole discretion to:
  - 1.12.1 refuse any entry or to make no award if none of the entries meet our required standards;
  - 1.12.2 vary the form or substance of the Challenge (including deadlines, event dates and the number of entries selected for each phase) as we deem appropriate in the circumstances to ensure the success of the Challenge;
  - 1.12.3 suspend or withdraw the Challenge if funding is withdrawn or materially reduced, or we judge 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; and
  - 1.12.4 remove you from the Challenge if you or any of your team do not comply with these terms and conditions, if you or any of your team cheat or behave in a way which is disruptive, inappropriate or potentially dangerous, if you or any of your team fail to participate fully or do anything to damage the reputation of Nesta, the Department of Business, Energy and Industrial Strategy or our partners.
- 1.13 We reserve the right to vary these terms and conditions at any time. Variations will take effect from the date they are posted on our website so please check regularly to see the current version. Your continued participation will indicate your agreement to any changes

## **2 Your promises to us**

- 2.1 To participate in the Challenge, you must:
  - 2.1.1 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;

- 2.1.2 submit a proposal which is your own original idea and not copied from anyone else;
  - 2.1.3 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 (without limitation) appropriate DBS checks and parental or legal guardian consents. You will promptly provide copies of these to Nesta on request;
  - 2.1.4 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;
  - 2.1.5 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;
  - 2.1.6 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.
- 2.2 The person completing the entry form is responsible for making sure that other team members comply with these terms & 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 any personal information which you provide in your application, including your personal details and the personal details of your team members, in accordance with our [\[Privacy Policy\]](#).
- 3.3 Nesta, the Department of Business, Energy and Industrial Strategy 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, and you confirm that your school or youth group organisation agrees, to the use of your school or youth group organisation's name and a summary of your proposal in promotion and publications in any media and online. Before publication, we will take into account your concerns about confidentiality and intellectual property rights in your entry. Nesta may ask you and your team members to support and/or participate in promotional activities related to the Challenge on reasonable notice.
- 3.4 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, the Department of Business, Energy and Industrial Strategy and our partners and must be approved by Nesta in advance.

### **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: 58 Victoria Embankment, London, EC4Y 0DS.*