

## INFINITY LAB - TERMS AND CONDITIONS

### BETTER WORLD – COMPETITION

#### Defined Terms

“**Company**” (or “**Companies**”, as applicable) means an active, registered company that has a valid company number and is not dissolved, inactive, or dormant during the Competition Term.

“**Competition**” means the competition as more specifically detailed at:

[www.btplc.com/btinfinitylab/betterworld](http://www.btplc.com/btinfinitylab/betterworld)

“**Competition Term**” means the date that the Competition is opened, up to and including the date that the Prize is awarded.

“**Entrants**” has the meaning given to it in clause 1.1.

“**Finalist**” has the meaning given to it in clause 2.6.

“**Pitch**” has the meaning given to it in clause 2.1.

“**Promoter**” means British Telecommunications plc, 81 Newgate Street London EC1A 7AJ.

“**Team**” has the meaning given to it in clause 1.2.

#### 1. Entry Terms

- 1.1. The Competition is only open to entrants that are Companies (“**Entrants**”). Whether any eligibility requirement has or has not been met is always at the sole discretion of the Promoter.
- 1.2. The Promoter reserves the right to verify the eligibility of all Entrants and the nominated representatives of each Entrant (each group being a “**Team**”) and to check the registered status of each Company. Members of the Team must either be employees or directors of the Company.
- 1.3. Only one entry into the Competition may be made per Entrant.
- 1.4. Entrants must have full capacity and authority to enter into this Competition, along with all necessary licences, permits and consents, to confirm that the Company shall perform any obligations arising from such entry and in order to comply with these Terms.
- 1.5. Any Entrant who is not a director of the Company, with the full authority to bind it to these Terms of entry, must upload a scanned copy of a signed letter of authority from a director of the Company who has such authority.
- 1.6. Entries must be made by completing the entirety of the online entry form located at [www.btplc.com/btinfinitylab/betterworld](http://www.btplc.com/btinfinitylab/betterworld) and submitting it as stated by no later than **12:00pm on 18<sup>th</sup> June 2018**. The Promoter strongly advises Entrants that their submission should include a link to a video pitch for their entry that is up to a maximum of 5 minutes long. URLs to videos, for example on YouTube or Vimeo, will be accepted.
- 1.7. By entering this Competition the Company will be deemed to have obtained all necessary consents from each member of its Team so that each person’s image, biography and likeness

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(if applicable) may be used by the Promoter without notice in unpaid promotional related publicity (including photographic shots and interviews).

- 1.8. The Promoter reserves the right to reject any entries that are incomplete, incomprehensible, damaged or otherwise deficient. The Promoter also reserves the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which it considers to be otherwise harmful. The Promoter accepts no responsibility for any late, lost or misdirected entries and cannot enter into correspondence with Entrants who experience difficulties with entering online.

## 2. Selection process

- 2.1. The Competition will be assessed in two stages: a preliminary shortlisting stage; and a final presentation (“**Pitch**”) stage.
- 2.2. The Promoter reserves the right to:
  - a) re-allocate the shortlisted Entrants and final Winners if they cannot be contacted within a reasonable period of time (to be established at the Promoter’s sole discretion); and
  - b) disqualify any Entrant and their Team or select an alternative Winner in the event that it believes that any Entrant or Team has contravened these Terms.
- 2.3. Successful entries will meet a minimum standard of quality that will be decided by the nominated judges. The judges’ decision at each stage of the Competition is final and no appeal in connection with any decision made by the judges will be allowed.
- 2.4. The Winner will be the Entrant that presents an entry which the judges deem to be the best example of the scope. Entries will be assessed using a score that is based on a common assessment criteria. The final judging criteria will be sent to Teams in advance of the finals.

### Stage One:

- 2.5. In the first stage of the Competition the Promoter will establish a review panel to assess each submission. The panel will review the collective scoring for each entry and decide which successful Entrants will progress to the Stage Two of the Competition.
- 2.6. The Entrants selected to progress to Stage Two of the Competition (each being a “**Finalist**”) will be assessed against the criteria stated by the Promoter.
- 2.7. During this time the Promoter may contact any Entrant with a request for further information. Requests for further information must be responded to as soon as possible or as otherwise stated by BT, as the independent panel of judges will not delay their final decision to accommodate a response to a request for further information.
- 2.8. All Entrants will be informed as to whether or not they have become a Finalist on or before **16<sup>th</sup> July 2018**.

### Stage Two (The finals):

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2.9. Each Finalist will be invited to the Pitch session, held at a BT venue to be determined in London. The Team must be available to go to the Pitch on the afternoon of **26<sup>th</sup> July 2018** or at such other time as is required by BT and reasonably notified to Entrants in advance.

2.10. The Pitch will consist of:

- a) a presentation, where each Team shall present their idea to a group of judges from BT and TechHub (“**Panel**”). This is an opportunity to explain and demonstrate the Entrant’s idea to the Panel and as part of the presentation Teams must answer any questions posed to them; and
- b) an assessment session – the Panel will review its findings alone and select winners from the Finalists.

2.11. The winning Entrants (each a “**Winner**”) will be informed that they have won on **26<sup>th</sup> July 2018**, unless BT states otherwise.

### 3. For the Winner

3.1. The judges will award one overall winner.

3.2. The Winner will receive the prize consisting of (together being the “**Prize**”):

- a) six months flex membership at a TechHub site for four members of the winning Team;
- b) product placement of the entry in the London Infinity Lab and in other BT showcases;
- c) the entry and the Team being featured on certain BT portal(s);
- d) six months of access to BT technical and commercial mentors (subject to negotiation and availability); and
- e) a monetary amount of £10,000.

3.3. Flex membership at TechHub is subject to the prior approval of TechHub for each member of the winning Team. All memberships must be concurrent and cannot be used consecutively.

3.4. The Promoter reserves the right at its sole discretion to substitute any part of the Prize with another prize of broadly the equivalent or greater value if this is necessary for reasons beyond its control.

3.5. Where an Entrant or Winner has been found to be in breach of any of the Terms of the Competition, they may be disqualified and the Promoter may require the return or reimbursement of a Prize even where a Prize has been awarded and/or actually provided to the Entrant or Winner in question.

3.6. No cash alternative will be offered for the non-cash elements and, save for such elements of the Prize that require otherwise, the Prize is non-transferable and non-exchangeable.

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- 3.7. Any tax or other charges payable as a result of a Prize being awarded or received will be the responsibility of the Winner. Winners should seek independent financial advice prior to accepting a Prize if this is a concern.
- 3.8. The Promoter makes no representation or warranty in relation to Prizes provided and to the fullest extent permitted by law will have no liability to Entrants in relation to any Prize, its fitness for purpose, merchantability or otherwise.

#### **4. Information and Data Privacy**

- 4.1. By entering this Competition each Entrant will be deemed to have confirmed that it has obtained all required consents from each member of its Team to allow the Promoter to process each Team member's personal data for the purposes of running and advertising the Competition and in connection with the administration and performance of the Prize.
- 4.2. For more information on how BT may use personal data, please see BT's Privacy Policy which can be found at <http://www.productsandservices.bt.com/products/static/privacy-policy/>.

#### **5. Intellectual Property**

- 5.1. All entries must be the independent and original creation of the Entrant and must not infringe the copyright or other intellectual property rights of any third party. For the avoidance of doubt this includes any content submitted as part of a video pitch, including music, content, and visuals. Entrants will indemnify the Promoter against any loss that it incurs as a result of a breach of this clause 5.1.
- 5.2. By entering into this Competition each Entrant will be deemed to grant a non-exclusive limited licence in all intellectual property rights in their entry submission to the Promoter, for all purposes arising out of or in connection with the Competition. If you are not a Winner of the Competition, this licence will expire once the Competition ends. If you are the Winner of the Competition, this licence will continue to cover the six month period during which BT will provide product placement under clause 3.2(b) above.
- 5.3. Once the Finalists have been decided the Promoter will be entitled (but not obliged) to feature or present to the public any entries from each Finalist submitted under this Competition in any form, in all media (including without limitation) and any goods or products manufactured by or on behalf of the Promoter.
- 5.4. The Promoter is an active innovator in both technology and customer experience, and has a number of developments in progress at any one time. By entering into this Competition each Entrant acknowledges that any similarity between ideas or entries submitted to this Competition and future BT products is entirely unrelated and coincidental. No Entrant will make any action or inaction that may have a detrimental effect on the success of such BT products or the reputation or brand of BT in any way whatsoever.

#### **6. Confidentiality**

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- 6.1. Unless otherwise permitted under these Terms, all entries will remain confidential between the Entrant, the Promoter, and TechHub unless the Entrant elects to waive such confidentiality.
- 6.2. For the duration of Competition Term and subject to Clause 6.4, the Promoter shall take reasonable measures to protect the confidentiality of and any intellectual property developed by the Entrant's original submission.
- 6.3. Notwithstanding the above, the Winners will, for the duration of negotiations under Clause 6.4, make best efforts and take all precautions necessary to protect the confidentiality of, and any intellectual property in, their winning entry.
- 6.4. At the discretion of the Promoter, the Winners of the Competition will enter into three months of exclusive negotiations with Promoter with a view to establishing a commercial agreement for further development or use of the winning entry within the United Kingdom.
- 6.5. For the duration of the Competition Term and during the three months of exclusive negotiations detailed in Clause 6.4, the Winners of the Competition will not disclose any information or enter into any negotiations relating to the winning entry with any company that at the Promoter's discretion is deemed a competitor of the Promoter.

### **7. General**

- 7.1. Submitting an entry to this Competition is deemed to be acceptance by each Entrant, and Team of these Terms. The Promoter reserves the right to alter, amend or foreclose this Competition without prior notice in the event that unforeseen circumstances make this unavoidable.
- 7.2. The Promoter accepts no responsibility for any loss, cost, liability, damage, injury or disappointment suffered by any Entrant or Team resulting from entering this Competition or by their acceptance of the Prize, including any damage to any Entrant's or other person's computer or mobile phone equipment as a consequence of downloading any material relating to this Competition.
- 7.3. If for any reason the Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond the Promoter's control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition and/or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.
- 7.4. The Terms of the Competition may vary, or the Competition may be terminated, at any time at the Promoter's absolute discretion. Termination or variation of the Competition is without liability to any Entrant or other person. The Promoter will not award the Prize if the Competition is terminated.

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- 7.5. A failure by the Promoter to enforce any one of these Terms in any instance(s) will not give rise to any claim or right of action by any Entrant or Winner, nor will it be deemed to be a waiver of any of the Promoter's rights in relation to the same.
- 7.6. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
- 7.7. To the fullest extent permitted by law, the Promoter excludes and will not have any liability to any Entrant or Winner in connection with or arising out of the Competition howsoever caused, including for any costs, expenses, forfeited Prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude its liability for personal injury or death caused by its negligence.
- 7.8. In the event that any provision of these Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which will continue in full force and effect.
- 7.9. This Competition is governed by the laws of England and Wales.