

## Terms and Conditions – Submitting your entry to the Challenge

The Legal Access Challenge Prize (the “Challenge”) is run by Nesta working with the Solicitors Regulation Authority and a number of delivery partners identified by Nesta from time to time.

Please read these terms and conditions and all additional information on the Legal Access Challenge website (<https://legalaccesschallenge.org>) carefully before submitting an entry.

By 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 one or more organisations 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.

1.1 These terms and conditions apply to your application to The Legal Access Challenge.

## 2 HOW TO ENTER

2.1 The Challenge will run from 30 May 2019 to April 2020. All Challenge entries must be received by 1159 BST 11 August 2019 (**Closing Date**). The finalists will be announced in late September 2019, and the winner of the final prize will be announced in April 2020.

2.2 To enter the Challenge you will be required to submit the online application form by the Closing Date. Application information is available at <https://legalaccesschallenge.org/apply/> but please Feel free to [contact us](#) if you have any questions.

2.3 There is no charge to enter the Challenge.

2.4 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.

2.5 You may submit more than one application; however, you may only submit one application per proposed solution.

2.6 Unless otherwise stated, you must bear all your costs of entering and participating in the Challenge.

## 3 ELIGIBILITY – YOU, YOUR TEAM OR YOUR ORGANISATION

3.1 You can apply to and participate in the Challenge as an individual, team or legally constituted organisation.

- 3.2 We welcome applications from a diverse mix of entities, including legal tech start-ups, law firms, alternative legal providers, advice sector organisations and teams based at law schools.
- 3.3 We also welcome joint applications from two or more organisations.
- 3.4 If you're applying as a group, we'll ask you to identify a lead applicant and pay the funding to the lead applicant to be shared among the team.
- 3.5 In order to receive the Development Grant and/or the Prize Award you must be incorporated with a company bank account, if you haven't already done so, all reasonable costs associated with setting up a company will be refunded to you from the development grant / prize money.
- 3.6 You, your team or organisation may be based anywhere in the world, but your solution must be designed for individuals and micro, small or medium-sized enterprises (SMEs) in England and Wales.
- 3.7 Applicants who only require funding for scaling-up operations will not be eligible.
- 3.8 Employees of Nesta, the SRA, other individuals working on the Challenge or its administration, and their immediate families or households, are not eligible to enter.
- 3.9 Full eligibility criteria are available on this link <https://legalaccesschallenge.org/apply/#eligibility-criteria>.
- 3.10 In entering the Challenge, you confirm that you are eligible to do so and eligible to claim the prize you may win. Nesta may require you to provide proof that you are eligible to enter the Challenge.
- 3.11 If you are entering a joint application with another organisation or a team of organisations, you must nominate a lead organisation. The lead organisation is responsible for making sure that all joint applicants are aware of and comply with these terms and conditions. Organisations entering the Challenge as part of a joint application shall be jointly and severally liable for their obligations under these terms and conditions.
- 3.12 As a part of your application, you are asked to identify one individual 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 all relevant application information on the Legal Access Challenge website. You must notify us in writing if the team leader changes, and provide us with up to date contact details. All team members shall be jointly and severally liable for their obligations under these terms and conditions.

#### **4 DEVELOPMENT GRANTS & PRIZE AWARD**

- 4.1 Up to four finalists will be selected to receive a £50,000 'Development Grant'.

- 4.2 One of these finalists will be selected to receive an additional £50,000 'Prize Award'.
- 4.3 The development grant and prize award should only be used in ways that will advance the development of solutions which help individuals and SMEs to understand and resolve their legal problems in more affordable and accessible ways.
- 4.4 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 the aims of the Challenge as set out in this Clause, or to comply with other legal requirements.
- 4.5 The development grants and the prize award will be paid in pounds sterling.

## **5 CHOOSING THE FINALISTS AND THE WINNER**

- 5.1 Eligible entries will be assessed against the [assessment criteria](#) set out in the Legal Access Challenge website. Entries may be shortlisted and asked to complete further 'challenges' designed to assist the Judging Panel in making decisions in accordance with the assessment criteria, including answering questions of clarification and for finalists, presentation at a pitch day.
- 5.2 Your application form will first be reviewed by an assessment team, including an external assessment partner and a due diligence partner, who will submit notes and scores to the independent Judging Panel. The Judging Panel will select the Finalists and eventually the Winner.
- 5.3 The notes and scores will support the Judging Panel in their deliberations in the initial stages, but the Judging Panel will have the final say. The Judging Panel will consist of industry experts, including experts who are well placed to champion the customer interest. We'll publish the names and profiles of the Judging Panel before the application window closes.
- 5.4 The Judging Panel's decision (acting reasonably) will be final and no correspondence or discussion will be entered into. The judges may at their sole discretion decide not to award the prize where no entry meets the relevant criteria.
- 5.5 Nesta must either publish or make available information that indicates that valid awards took place. To comply with this obligation, Nesta and its partners will publish the names of the finalists and description of their entry in late September 2020 and the prize winners in April 2020.
- 5.6 Nesta will contact the finalists and the winner personally as soon as practicable after selection by the Judging Panel, using the telephone number or email address for the team leader.
- 5.7 If you object to any or all of the details set out in clause 5.5 being published or made available, please contact Nesta at [legalaccesschallenge@nesta.org.uk](mailto:legalaccesschallenge@nesta.org.uk).

In such circumstances, Nesta must still provide the information and winning entry to the Advertising Standards Authority on request.

- 5.8 Nesta does not accept any responsibility if you are not able to take up the prize.

## **6 PERSONAL DATA AND PUBLICITY**

- 6.1 We will use information which you provide, including your personal details, to process your entry to the Challenge, to administer the Challenge, to let you know about other Nesta events and activities or to evaluate the challenge. We will use the contact details you provide to contact you about the Challenge and we will share your contact details with our partners, the Solicitors Regulation Authority, whose privacy policy is set out here <https://www.sra.org.uk/privacy/>. We may share your personal information with our partners and anyone helping us to run or evaluate the Challenge, subject to appropriate obligations of confidentiality and data protection. Full details of these organisations and information as to how they process your personal data can be found here <https://legalaccesschallenge.org/about/>. Some of these organisations may process your information in countries outside of the UK or European Economic Area (EEA) where data protection laws are not the same as in the UK and/or the EEA. Please see our Privacy Policy <https://legalaccesschallenge.org/privacy-policy> for more information about how personal information may be used. See also 5.5 about Announcement of the Finalists and Winners.
- 6.2 All communication between you and us in relation to the Challenge must be in English.

## **7 YOUR PROMISES TO US**

- 7.1 To participate in the Challenge, you must, and team leaders must ensure that each team member shall:
- 7.1.1 satisfy the relevant eligibility criteria to enter the Challenge;
  - 7.1.2 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;
  - 7.1.3 provide promptly any additional information we reasonably request and participate in assessment, testing, challenges and presentations which are required as part of the Challenge;
  - 7.1.4 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;

- 7.1.5 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;
- 7.1.6 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, or the SRA in the Challenge;
- 7.1.7 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; and
- 7.1.8 comply with our reasonable instructions while participating in the Challenge, including in relation to health & safety and security.

## **8 OWNERSHIP OF CHALLENGE ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

8.1 You will retain all intellectual property rights owned by you:

8.1.1 in your product(s) and service(s) that you have previously developed and may develop further, which are unrelated to the Participant Entry IPR (as defined below) (**Existing Participant IPR**); and

8.1.2 in your entry to the Challenge (**Participant Entry IPR**), with the following exceptions:

8.1.2.1 you grant the SRA an irrevocable, worldwide, non-exclusive right to use, store or copy, or to appoint a third party acting on the SRA's behalf to use, store or copy the Participant Entry IPR:

- (i) to use know-how gained from the Participant Entry IPR to produce guidance, regulatory toolkits, reports and to make best practice recommendations in the course of its business, to share learning across the legal sector and to publish summaries of findings of the Challenge, including the legal issues and technology solutions identified by the Challenge, with the purpose of delivering better regulation and encouraging the adoption of technology in the legal sector; and
- (ii) for the purpose of publishing the name of the finalists and winners of the Challenge and publishing the description of the entry provided by the finalists and winners in their entry form, pursuant to clause 5.5.

The SRA shall not use the Existing Participant IPR or Participant Entry IPR for any purpose other than as expressly permitted by this clause 8.1 and if the SRA wishes to use the Existing Participant IPR or Participant Entry IPR in connection with any other purpose, it will request your prior written approval.

8.1.2.2 the SRA will be granted a conditional, worldwide, non-exclusive right to commercially exploit (i.e. to sell or profit directly from) Participant Entry IPR of the winner of the Prize Award in clause 4.2 if:

- (i) the winner fails to exploit their Participant Entry IPR within five years of completing the Challenge, or
- (ii) the winner of the Challenge notifies the Judging and Advisory Panel or either of the parties that it does not intend either to continue to develop the commercial application of or to exploit the winner's Participant Entry IPR.

8.2 Except as expressly set out in this clause 8 or expressly agreed between you and the SRA, no rights are assigned, transferred or licenced.

## **9 CONFIDENTIALITY**

9.1 For the purposes of this clause 9 'Confidential Information' shall mean information which is marked as confidential or which would be regarded as confidential by a reasonable business person.

9.2 You agree, as a team, individual or an organisation, that you shall not at any time during this agreement, and for a period of five years after termination of the Challenge, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Challengers, Nesta or the SRA or of any member of the group of companies to which the other party belongs, except as permitted by clause 9.3.

9.3 You may disclose the other party's Confidential Information:

9.3.1 to your employees, officers, representatives or advisers who need to know such information for the purposes in connection with this Challenge. You shall ensure that its employees, officers, representatives or advisers to whom it discloses another party's confidential information comply with this clause 9; and

9.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.4 You shall not use any other party's Confidential Information for any purpose other than to exercise your rights and take part in the Challenge.

9.5 Subject to clause 8.1.2, the SRA will not sell or commercially exploit the Participant Entry IPR without your prior written approval and will not disclose Confidential Information disclosed by you in your entry to the Challenge.

9.6 Notwithstanding clause 9.5, the SRA may disclose Confidential Information:

9.6.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of delivering the Challenge provided that the SRA shall ensure that its employees, officers, representatives or advisers who receive confidential information are aware of its confidential nature and comply with this clause 9; and

9.6.2 as required by law, a court of competent jurisdiction, or any governmental, or regulatory or supervisory authority.

## **10 Limitation of Liability**

10.1 The extent of our liability under or in connection with the Challenge (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) is set out in this clause 10.

10.2 Subject to clauses 10.6, Nesta's total liability shall not exceed the sum of £500.

10.3 Subject to clauses 10.6, Nesta shall not be liable for consequential, indirect or special losses.

10.4 Subject to clauses 10.6, Nesta shall not be liable for any of the following (whether direct or indirect):

10.4.1 loss of profit;

10.4.2 loss of use of data;

10.4.3 loss of use;

10.4.4 loss of production;

10.4.5 loss of contract;

10.4.6 loss of opportunity;

10.4.7 loss of savings, discount or rebate (whether actual or anticipated);

10.4.8 harm to reputation or loss of goodwill.

10.5 Except as expressly stated in these terms and conditions, and subject to clause 10.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

10.6 Notwithstanding any other provision of these terms and conditions, the liability of the parties shall not be limited in any way in respect of the following:

10.6.1 death or personal injury caused by negligence;

10.6.2 fraud or fraudulent misrepresentation;

10.6.3 any other losses which cannot be excluded or limited by applicable law;

10.6.4 any losses caused by wilful misconduct.

10.7 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.

10.8 Nesta is not responsible to any of 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.

10.9 Participants who are unable to resolve disputes between themselves may at Nesta's sole discretion be removed from the Challenge.

## **11 GENERAL**

11.1 These terms and conditions do not create any rights or benefits enforceable by any third party.

11.2 Neither Nesta nor its delivery 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.

11.3 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.

11.4 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.

11.5 If there is any reason to believe that there has been a breach of these terms and conditions, Nesta may, at its sole discretion, reserve the right to exclude you from participating in the Challenge.

11.6 Nesta reserves the right to hold void, suspend, cancel, or amend the awards, or the Challenge where it becomes necessary to do so.

11.7 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 courts of England and Wales.