

Spring Accelerator 5 - Entrant Terms and Conditions

Thank you for considering submitting your idea to the Spring Accelerator!

In these terms and conditions, the **"Challenge"** means each of the themed innovation challenges run by Spring Innovation Limited (**"Spring"**), which may comprise multiple categories, and which are publicised on the [Spring website](#).

In these terms and conditions **"you"** and **"your"** means the applicant to the Challenge. Application to the Challenge is subject to these terms and conditions.

Each Challenge will also have its own "Call for Innovation" outlining relevant commercial terms and details about the Challenge available on [the Spring website](#) (**"Call for Innovation"**) and an applicable [Innovator Guidelines document](#) (**"Innovator Guidelines"**). The Call for Innovation and Innovator Guidelines shall apply in addition to these terms and conditions which, together, shall be known as **"the Agreement"**. If there is any conflict between the Call for Innovation, these terms and conditions and the Innovator Guidelines, the document first listed in this sentence shall prevail.

By submitting an entry to the Challenge, you accept the terms and conditions of the Agreement and agree to comply with them and, where making an application on behalf of someone else or another organisation, you accept them on their behalf and confirm that you have authority to do so. By submitting an entry to the Challenge, you also confirm that you have authorisation to accept the terms and conditions of the Agreement on behalf of any partners or other participants identified within your application, and you acknowledge that you are responsible for making sure that those partners and participants comply with the Agreement.

1. Participating in the Challenge

1.1. The application process and eligibility criteria for the Challenge are detailed in the [Innovator Guidelines](#).

1.2. When submitting an entry to the Challenge you must follow the application process set out in the [Call for Innovation](#) and the [Innovator Guidelines](#).

1.3. Entries received by the relevant deadline will be assessed against the eligibility criteria set out in the [Call for Innovation](#), the [Innovator Guidelines](#) and in these terms and conditions. Entries which do not meet the eligibility criteria will not be accepted. The eligibility assessment will be conducted by Spring. Spring reserves the right to require evidence that eligibility criteria is met and refuse or disqualify any entry that does not, in its assessment, meet the eligibility criteria.

1.4. Spring reserves the right to refuse any entry which it considers to be inconsistent with these terms and conditions, the [Call for Innovation](#), the [Innovator Guidelines](#) or the spirit or purpose of the Challenge.

1.5. In addition to any other eligibility criteria, you are not eligible to apply to or participate in the Challenge if:

- (a) you share common ownership with Spring and/or its Challenge delivery partners, at any time, except where such a relationship is declared to Spring in writing, and measures taken to manage any risk of conflict have been approved by Spring in writing; or
- (b) any individual in your project team or any senior member of your staff is:
 - (i) a director, officer or employee of Spring or any of its Challenge delivery partners (including, without limitation, participating water companies) ("**Delivery Partners**") or an immediate family member of such person;
 - (ii) a director, officer or employee of a Challenge sponsor to the Spring Accelerator programme;
 - (iii) working or has worked on the research, design, administration, delivery and/or evaluation of the Challenge, or any immediate family member of such individual, **except** where such a relationship is declared to Spring in writing, and measures taken to manage any risk of conflict have been approved by Spring in writing.

To confirm the status of any Spring Challenge Delivery Partners or sponsors, or to declare a conflict, please contact the Spring team at admin@spring-innovation.co.uk.

1.6. You can submit more than one entry to the Challenge.

1.7. You are responsible for all costs incurred in entering and participating in the Challenge, including travel costs and other out of pocket expenses. Please note for the avoidance of doubt that you are responsible for all costs regardless of the outcome of your application.

1.8. The closing date for entries is set out in the [Call for Innovation](#).

1.9. Spring reserves the right (at its discretion) not to accept late entries or entries submitted in languages other than English. Spring is not responsible for entries that are lost, incomplete, damaged or late (including, without limitation, due to computer, network or telecommunications failure based on third party telephone or data networks).

1.10. Spring may reject any entries that are incomplete, incomprehensible, damaged or otherwise deficient. Spring may also reject entries that are unlawful, indecent, inflammatory, defamatory or which it considers to be harmful.

1.11. The contact details you provide will be used to contact you about the Challenge. All communications from you in relation to the Challenge must be in English. If you do not respond within 14 days of Spring's request for a response, or if you withdraw or are disqualified from the Challenge for any reason, another entry may be selected in your place, but there is no requirement or obligation for this to happen.

1.12. Eligible entries will be assessed against the assessment criteria for the Challenge as published in the [Call for Innovation](#), [Innovator Guidelines](#) and these terms and conditions and considered within selection discussions by the participating water companies to determine the winners of the Challenge.

1.13. Spring's decision on the selection of the winner(s), (including, without limitation, in relation to the formation of and queries on the assessment process) is final. Spring will receive

recommendations which it will take into consideration when making its decisions. However, Spring is not bound by the recommendations and the selection of the winner(s) is at Spring's sole discretion.

1.14. Spring's assessment will generally be supported by individuals and/or organisations with relevant subject matter knowledge, but their number and composition are at Spring's discretion.

1.15. Spring may, without liability, vary the form and/or process of the Challenge (including, without limitation, deadlines and event dates) as it deems appropriate in the circumstances to ensure the Challenge objectives are achieved. Spring may also, without liability, suspend or withdraw the Challenge if it considers that the Challenge will no longer achieve its objectives.

2. Mobilising winning projects

2.1. Winners of the Challenge will not receive any financial award or other prize from Spring. The Challenge is an opportunity to pitch your project to water companies, which could result in water companies offering financial investment, resource investment, trials, access to a testbed, mentoring or another form of collaboration.

2.2. Spring's role is to facilitate collaboration by bringing the entrant and water companies together as part of the Challenge. Delivery of your project is at the discretion of water companies and not Spring's responsibility.

2.3. Spring's obligations and responsibility to the successful applicant(s) will be limited to providing details of the project to water companies. Mobilisation and delivery of your project is outside the scope of the Agreement and will not, in any event, be undertaken by Spring. The agreement of any terms for the mobilisation and delivery of the project and the performance of those terms is a matter for you and any water company/water companies or other third parties involved.

2.4. Spring does not provide financial, legal or business advice. You understand and agree that you enter into any subsequent agreements with water companies and/or other third parties arising out of your participation in the Challenge entirely at your own risk and that Spring has no control whatsoever over whether any agreement is entered into between you and water companies or other third parties. Spring has no liability whatsoever in relation to any agreement entered into between you and water companies or other third parties.

3. Your promise to us

3.1. To participate in the Challenge, you must:

- (a) satisfy the relevant eligibility criteria;
- (b) provide Spring with such information and materials as Spring may reasonably require in connection with the Challenge;
- (c) ensure that all information submitted by you is true, accurate and complete;
- (d) submit a proposal which is your own original idea and not copied from anyone else;
- (e) have obtained and will maintain all authorisations, consents and permissions (including, without limitation, any relevant legal or regulatory approvals), necessary to: (i) submit your entry and for your entry to be disclosed to Delivery Partners and used the purposes of the Challenge; (ii) to carry out your proposal (including in relation to any system, solution, service or other item to be provided pursuant to your proposal) and (iii) to comply with these terms and conditions;

- (f) ensure that your entry will not infringe any intellectual property or other third party rights or breach any contractual obligation. You may be disqualified if Spring receives notice that your entry infringes any third party rights;
- (g) act lawfully, ethically and in good faith and comply with these terms and conditions, any other rules of the Challenge and any relevant laws, regulations, guidelines and codes of practice;
- (h) comply with all reasonable instructions while participating in the Challenge, including in relation to health & safety and security.

3.2. You must:

- (a) at the time of submitting an application to the Challenge and immediately at any other point during the Challenge, declare in writing, and procure that your partners and participants declare in writing, any actual or potential conflict of interest with Spring, its Challenge Delivery Partners and/or the Challenge judges (Subject Matter Experts at water companies), and provide Spring with all information reasonably requested in relation to such conflict;
- (b) take reasonable steps, and procure that your partners and participants take reasonable steps, to manage any such conflict including (without limitation) by implementing such measures as Spring may reasonably require. Where a conflict cannot be avoided and/or where Spring determines (at its sole discretion) that a conflict cannot be appropriately managed, you may be disqualified from participating in the Challenge.

3.3. Spring reserves the right at its sole discretion to disqualify you from the Challenge if you or your partners do not comply with these terms and conditions, if you or your partners behave in a way which is misleading, disruptive, inappropriate or potentially dangerous, if you or your partners fail to participate fully or do anything to damage the reputation of Spring or any of its partners.

3.4. You agree not to submit any confidential or commercially sensitive information as part of your application. Without limiting the foregoing, you acknowledge that in its administration of the Challenge, Spring may share your details and your entry and related information that you make available with selected third parties for the purposes of evaluating it, making decisions whether to progress it and for the purposes of enabling them to consider working with you on the mobilisation of your proposal.

4. Intellectual Property

4.1. For the purposes of these terms and conditions, when we refer to “**intellectual property rights**” we mean any and all intellectual property rights including, without limitation, patents, rights in inventions, trade marks, design rights, copyright, rights in databases, rights in computer software, domain names, confidential information, know-how and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with the right to apply for registration of and/or register such rights and any and all goodwill relating or attached to them and all extensions and renewals of them.

4.2. Your participation in the Challenge shall not result in any intellectual property rights passing from you to Spring or from Spring to you, or give you or us the right to use the other's intellectual property rights, in each case, other than as expressly set out in these terms and conditions or any other written agreement between you and Spring.

4.3. Spring confirms that there is no intention that Spring, or any water companies, shall acquire any intellectual property rights in your product, even where, as part of the Challenge

process, Spring provides input, assistance or advice to you. Unless you agree otherwise with Spring or any relevant third party, any intellectual property rights arising in developments that you make to your product during the Challenge will belong to you.

4.4. If your idea, product or solution is successful all intellectual property rights will be discussed on a case-by-case basis by you directly with the water companies mobilising a continued project. Spring's general position is that intellectual property rights should be owned by the party that developed them and retained by that party.

4.5. Each party shall only provide information and documentation to the other if it owns all the intellectual property rights in that information and documentation or it has obtained prior written consent from the owner of such intellectual property rights for that information and documentation to be provided to the other party and used for the purposes set out in these terms and conditions.

4.6. You shall indemnify Spring against all losses, damages, liabilities, costs and expenses (including, without limitation, reasonable legal fees) suffered or incurred by Spring and/or its Delivery Partners arising out of their use of information, documentation or materials provided by you in accordance with these terms and conditions.

5. Use of personal information

5.1. Please see [Spring's Challenge Privacy Policy](#) information about how we will use personal information obtained for the purposes of participating in the Challenge.

6. Publicity

6.1. Spring may carry out publicity and promotion for the Challenge and publish research and evaluation in relation to the Challenge. You agree, and you confirm that your partners agree, to the use of each of your organisation names and a summary of your proposal in promotion and publications in any media and online and to participate in any other publicity reasonably required by Spring in connection with the Challenge. Before publication, any concerns you have about the confidentiality of your entry will be considered. You should specifically draw any such concerns to the attention of Spring in writing within the terms of your entry. Spring may ask you and your partners to support and/or participate in promotional activities related to the Challenge on reasonable notice.

6.2. Any public statements made by you or your partners in relation to the Challenge must acknowledge the support of Spring and its partners and must be approved in advance by Spring in writing. For the avoidance of doubt, you and your partners will not announce Spring's decision on the outcome of your Challenge application or any collaboration or agreement you enter into with water companies or third parties as a result of the Challenge without the prior written approval of Spring.

6.3. In this clause "EIR" means the Environmental Information Regulations 2004 and/or the Environmental Information (Scotland) Regulations 2004. You acknowledge that water companies are subject to the EIR and may be required under the EIR to disclose information concerning you, your partners, your project and participation in the Challenge (including, without limitation, commercially sensitive information) without consulting or obtaining your (and/or your partners') prior consent pursuant to their obligations under the EIRs.

7. Limitation of Liability

7.1. You acknowledge that the limits of liability set out in this clause 7 reflect, amongst others, that: (a) there is no fee to participate in the Challenge; (b) no confidential or sensitive information is to be submitted by entrants and (c) Spring's role is limited to that of a facilitator of potential relationships directly between entrants and Delivery Partners.

7.2. Nothing in the Agreement shall exclude or limit Spring's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other matter or liability which cannot be lawfully limited or excluded.

7.3. Subject to clause 7.2 above, Spring shall not be liable, whether in contract, tort (including, without limitation, negligence) misrepresentation, restitution or otherwise, for any loss, damage, cost or expense you or your partners may suffer or incur from or in connection with your participation in the Challenge including, without limitation:

- (a) your reliance on statements made or advice given by Spring and/or its Delivery Partners;
- (b) any discussions, investments or agreements between you and water companies or other third parties; or
- (c) any loss, disclosure or damage to materials or other items that you submit as part of your entry to the Challenge. Any such materials and items are submitted at your own risk. Spring is not under any obligation to keep confidential, safe, maintain or return any such materials or items.

7.4. Subject to clause 7.2 above, Spring's total maximum liability under or in connection with the Agreement and/or the Challenge, whether in contract, tort (including, without limitation, negligence) misrepresentation, restitution or otherwise, shall not in aggregate exceed £10,000.

7.5. Subject to clause 7.2 above, Spring shall not be liable for any:

- (a) Loss of profits;
- (b) Loss of sales or business;
- (c) Loss of agreements or contracts;
- (d) Loss of anticipated savings;
- (e) Loss of use or corruption of software, data or information;
- (f) Loss of or damage to goodwill; or
- (g) Indirect, punitive, incidental, special or consequential loss or damage.

8. Force Majeure

8.1 In this clause, "**Force Majeure Event**" means: an event beyond the reasonable control of a party that occurs without such party's fault or negligence including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, civil commotion or riots, imposition of sanctions, embargo, or breaking off of diplomatic relations, epidemic or pandemic.

8.2 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a Force Majeure Event. Without limiting its other rights under the Agreement, Spring may also amend any element of the Challenge as a result of a Force Majeure Event without liability.

9. Miscellaneous

9.1. Spring reserves the right to vary these terms and conditions, the [Call for Innovation](#) and the [Innovator Guidelines](#) at any time. Variations will take effect from the date you are notified (email sufficient) that a variation has been made.

9.2. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

9.3. The Agreement and all documents referred to in it contain the entire agreement between you and Spring and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between you and Spring, whether written or oral, relating to its subject matter.

9.4. Nothing in the Agreement is intended to or shall be deemed to establish any partnership or joint venture between you and Spring or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

9.5 No person other than Spring and you may enforce any provisions of the Agreement. Spring may recover all losses, damages, liabilities, costs and expenses (including, without limitation, legal fees) suffered or incurred by Spring's Delivery Partners arising out of or in connection with the Agreement as if the same had been suffered or incurred by Spring itself.

10. Governing Law and Jurisdiction

10.1. The Agreement, and any dispute or claim (including, without limitation, non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation 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.