

Santander Universities, Global Disability Innovation Hub and UCL Edtech Labs' Global Edtech Startup Challenge '22

Terms and Conditions

1. Background

Santander Universities, Global Disability Innovation Hub and UCL Edtech Labs' Global Edtech Startup Challenge '22 also known as "The Challenge", is a competition run by Startup Labs C.I.C. ("UCL Edtech Labs") to encourage education and education technology ("EdTech") companies, budding entrepreneurs, and individuals working in the education sector, to develop innovative solutions to enhance inclusive or accessible educational technologies. Through The Challenge, UCL Edtech Labs aims to arouse public interest in inclusive educational technologies while accelerating the growth of edtech startups and at the same time benefiting the general public in the United Kingdom and elsewhere by bringing more innovative solutions to the market.

The Challenge is governed by these Terms and Conditions ("Terms"). By registering for The Challenge or by submitting an application, you agree to comply with all applicable laws, and to abide and be bound by these Terms and any other guidelines or instructions provided to you during The Challenge, and you also agree that all decisions of UCL Edtech Labs and The Challenge's judges are final and binding on you. You warrant that each employee of your company that is participating in the challenge has read and understood these Terms and agrees to be bound by them. Where entering the challenge as the representative of a company, you warrant that you are fully authorised to accept and agree to these Terms for and on behalf of that company. The Challenge is void in any jurisdictions where it is prohibited or restricted by law. These Terms including, without limitation, any dates, deadlines, awards and the location of any day on which a solution may be presented as further outlined below ("The Final Day"), are subject to change by us at any time and all registrants agree to be bound by such changes.

The Challenge will run in three stages:

Stage 1 - 1 July 2022 to 18 July 2022: Interested participants can submit their ideas at www.website.com on or before 18 July 2022. Participants must submit an application answering all required questions and may also choose to submit a video of up to three minutes duration using a storytelling format or a deck of up to 8 slides to help judges understand the "what, why and how" of their ideas, products or services. Projects/applicants must: (a) inclusive and or accessible education; (b) identify a current education problem and have qualified the need (where possible) for a solution; (c) have a clear idea about why the technology or approach is innovative; and (d) describe their business model with some degree of confidence about its viability. Successful applicants will be invited to Stage 2 on or around 22 July 2022 and asked to take part in a live, virtual semifinal pitching session before finalists are chosen to participate in the final pitching session. Unsuccessful candidates will also be notified, but individual feedback about applications cannot be provided.

Stage 2 – 27 July 2022 to 28 July 2022: Successful applicants chosen from Stage 1 will be required to present a 5-minute pitch detailing your impact vision, business model, technology innovation, and route to market.

Stage 3 – on or around 9 August 2022: Finalists will present their projects to a panel of judges on The Final Day.

2. Eligibility

Participants of all ages and nationalities will be eligible for The Challenge provided that UCL Edtech Labs shall have the final and absolute discretion to determine the eligibility of any participant and the decision of UCL Edtech Labs shall be final and binding. If you are under the age of 18, both you and a parent or guardian will need to agree to these Terms, and by accepting these Terms at registration, you are deemed to have obtained the agreement from a parent or guardian. You may not register if you or any of your employees are a resident in any jurisdiction which is subject to sanctions enforced in the United Kingdom and where the Challenge is void or to the extent it is prohibited or restricted by applicable law. In addition, employees of UCL Edtech Labs will not be eligible to register, participate in or advise anyone participating in The Challenge (other than as specifically approved in advance by UCL Edtech Labs in connection with any mentorship program or similar accelerator support). However, The Challenge is open to eligible businesses that have previously sold, licensed or otherwise provided services and/or similar solutions to UCL Edtech Labs. UCL Edtech Labs may at any time request valid proof of identity, residency, age and other relevant documentation and may disqualify a registrant if UCL Edtech Labs determines (in its sole and reasonable discretion) that the provided proof is not sufficient. In addition, UCL Edtech Labs may, without notice and at any time in its sole and reasonable discretion, disqualify any registrant or participant (including any of your employees) who: does not meet The Challenge's eligibility criteria, fails to comply with these Terms as determined by UCL Edtech Labs in its sole and reasonable discretion, attempts to register or participate in The Challenge in any manner or through any means other than as described in these Terms, attempts to disrupt or undermine The Challenge or attempts to circumvent any of these Terms, including (but not limited to) any individual who tampers with or in any way corrupts the submission or voting process, or who attempts to undermine the legitimate operation of The Challenge by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other participants or UCL Edtech Labs representatives. You are not required to make any purchase or pay any fee to register for, participate in, or receive an award or other recognition in The Challenge. However, you are responsible for all expenses you may choose to incur in connection with The Challenge, including but not limited to any air or ground transportation, passports and visas, hotel accommodations, meals, beverages and any expenses associated with travelling to The Final Day or any activity associated with participation in The Challenge.

3. Application

If you meet the eligibility requirements, you may register to be considered for The Challenge by completing the application form found at www.f6s.com/thecoolinitativeseducationchallenge. Please review the requirements of the application carefully to understand the documents and information that will be required after you register for your idea, product or platform to be considered. Completing an application for The Challenge does not mean that you will automatically be accepted to be a participant in The Challenge or be considered a finalist at The Final Day. In addition, when you register, you must enter the required information accurately. All registrations and completed applications must be received by UCL Edtech Labs on or before 18 July 2022 at 11:59 PM BST to be considered for The Challenge. It is solely your responsibility to ensure that you are properly registered and have submitted your application.

4. Project Guidelines

An idea, product or platform developed and submitted in connection with The Challenge ("Project") must meet all of the following criteria: (a) it must not contain, depict, imply or refer (explicitly or

through any commonly recognized abbreviations or other representations) to any crude, vulgar, obscene, sexually explicit, violent, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by UCL Edtech Labs in its sole discretion); (b) it must not contain, depict or refer to any content which disparages or refers negatively to UCL Edtech Labs, The Challenge, or any other person or entity (all as determined by UCL Edtech Labs in its sole discretion); (c) it must not contain, depict or refer to any content which unnecessarily refers to any third party, either person or entity (as determined by UCL Edtech Labs in its sole discretion); (d) it must not conflict with any of UCL Edtech Labs' core values, or otherwise be objectionable to UCL Edtech Labs (as determined by UCL Edtech Labs in its sole discretion); (e) it must not contain any content that violates any law or any third party's rights (including privacy, publicity, personality and intellectual property rights) or the terms and conditions of any social media service, mobile application, website, open source software or other software or service; (f) it must not have been submitted to any other challenge, program or promotion where you were required to grant any licenses, assignments or other rights with respect to the Project to the operator or promoter of the challenge or program, or any third parties, or accept any restriction on your use of the Project, that, in either case, would in any way prevent your participation in The Challenge or affect the rights you are granting under these Terms; (g) it must not contain malicious code or be coded or designed in such a way that it creates an information security risk or otherwise compromises the integrity of the Project, whether as a stand-alone solution or as integrated with any other content; (h) it must be in English; and (i) the name of the Project, business team name associated with the Project, and other related submissions or materials must not use the UCL Edtech Labs name or any trademarks, service marks, slogans, trade dress, logos or social media or other handles of UCL Edtech Labs.

UCL Edtech Labs may disqualify any Project, without notice, if UCL Edtech Labs determines (in its sole and reasonable discretion) that the Project does not comply with any of the above requirements or otherwise with these Terms.

5. Your Additional Representations and Warranties

By submitting an application/Project/video to UCL Edtech Labs, you represent, warrant and undertake that: (a) you satisfy all eligibility requirements for registrants/participants; (b) you are the original creator of the Project/video; (c) you are the sole owner of the copyright and all other rights in the Project and all content in and on the Project/video; (d) UCL Edtech Labs (and its designees) will not infringe or violate any third party's intellectual property, privacy, publicity, personality or other rights when UCL Edtech Labs (or any UCL Edtech Labs designee) copies, displays, edits, modifies, transmits or otherwise uses that description/Project/video in connection with The Challenge or the publication of The Challenge or any future UCL Edtech Labs event; and (e) the Project meets all of the eligibility requirements set out in these Terms.

6. Judging Process

UCL Edtech Labs and The Challenge's judges will select the finalists and award the recipient at their sole discretion. Because we are seeking innovative ideas, products and platforms, there is no single criterion on which we will judge your submission. Decisions of the judges with respect to all aspects of The Challenge will be final and binding.

7. Award Recipients

Participants who have been selected to receive an award will be notified by email and/or phone. Neither finalists nor award recipients will be guaranteed a commercial opportunity with UCL Edtech

Labs or any of the participating allies. In order for a participant to be declared eligible for an award in The Challenge, he or she must have complied with, and remain in compliance with, these Terms, and must sign and deliver to UCL Edtech Labs (within 10 days after UCL Edtech Labs' request) a standard declaration and release form, which will include: a declaration of the participant's compliance with these Terms, an acceptance of the award as provided, a publicity release, a liability release, and any other documentation that UCL Edtech Labs may require, in its reasonable discretion. UCL Edtech Labs may disqualify any registrant (including, where applicable, all employees of the registrant's company) who fails to sign and return to UCL Edtech Labs any declaration, affidavit, or release required under these Terms. If the award notification is returned as undeliverable or if a selected award recipient does not comply with all of the above requirements within the above time frames, or does not otherwise comply with these Terms, UCL Edtech Labs may disqualify the finalist, and The Challenge judges may select a replacement award recipient.

UCL Edtech Labs expects to announce the award recipients in August 2022.

8. Awards and Opportunities

Cash Awards: £ 15,000 in cash will be awarded to the Education Challenge winner. In the event that a team is selected as a cash award recipient, the amount determined by UCL Edtech Labs to be awarded to such team will be equally shared/divided amongst all team members. Where applicable, UCL Edtech Labs will make reasonable efforts to deliver awards to the addresses/accounts provided by recipients. However, UCL Edtech Labs cannot guarantee that any awards returned to UCL Edtech Labs due to non-delivery at the provided address will be re-sent to the award recipient. UCL Edtech Labs will not be responsible for any awards offered by any participating allies, and you acknowledge and agree that if you are selected as an award recipient, you will look solely to such participating allies in the event an award is not provided to your satisfaction. Where required to do so by applicable law or regulation, UCL Edtech Labs reserves the right to withhold all applicable taxes at source from all cash awards, unless it has been presented with a valid exemption (full or partial) from the applicable authorities with respect to such tax withholding.

Non-monetary Opportunities: UCL Edtech Labs and participating allies may offer award recipients the opportunity to explore a commercial relationship with UCL Edtech Labs and/or such participating allies, provided, however, that UCL Edtech Labs shall have no obligation to enter into any contract regarding, or making use of, the applicable Project. Any non-monetary opportunities offered in connection with The Challenge should not be viewed as awards or prizes. The provision of any non-monetary opportunities is to be determined by UCL Edtech Labs and participating allies in their sole discretion, and UCL Edtech Labs and participating allies will be under no obligation to offer any non-monetary opportunities to any participant.

All awards or other opportunities are subject to change by UCL Edtech Labs without notice, must be accepted as awarded or provided (with no substitutions), and may not be sold or transferred. Recipients of awards or other opportunities will be solely responsible for all travel and other costs associated with The Challenge and obtaining or redeeming the award(s) and/or opportunities, including but not limited to any air or ground transportation, hotel accommodations, meals, and beverages. All taxes in connection with any award or non-monetary opportunity are the sole responsibility of the recipient. Award recipients should consult their tax advisors on any questions.

9. Cancellation

If for any reason UCL Edtech Labs cannot run The Challenge as planned due to any force majeure events UCL Edtech Labs may modify, extend, suspend, or cancel The Challenge in its sole and reasonable discretion, to the extent permitted by applicable law.

10. Intellectual Property Rights

You will retain any intellectual property rights you have in the Project and video that you create (including in any software code). However, by participating in The Challenge, you acknowledge and agree that any ideas or concepts related to your Project or the content that you share in connection with The Challenge are not confidential or proprietary, and UCL Edtech Labs and others may use, incorporate or disclose any of them now or in the future in any manner, and you irrevocably waive any and all claims that you may have against UCL Edtech Labs (or its affiliates, contractors and agents) or anyone else participating in or otherwise attending this Challenge for such use or disclosure.

By making an application, you acknowledge and agree that UCL Edtech Labs may obtain many submissions in connection with this Challenge and/or other marketing initiatives or challenges staged and/or offered by UCL Edtech Labs, and that such submission may be similar or identical in theme, idea, format or other respects to other submissions submitted in connection with this Challenge, such other initiatives, or for other reasons, other materials developed by UCL Edtech Labs or its contractors or agents and/or materials and ideas available in the public domain. Unless prohibited by applicable law, you waive any and all claims against UCL Edtech Labs, its affiliates, allies and/or any other participants you may have had, or may have now or in the future, that any submission and/or other works (including videos) accepted, reviewed and/or used by UCL Edtech Labs, its affiliates, or other participants may be similar to your submission, or that any compensation is due to you in connection with such submission or other works used by UCL Edtech Labs or its affiliates.

For the avoidance of doubt, the foregoing waiver shall not impair or limit any legal rights under applicable legislation governing consumer rights that cannot be excluded, limited, amended or waived. In addition, you hereby grant to UCL Edtech Labs and its designees the unrestricted, non-exclusive, royalty-free, irrevocable, worldwide, sub licensable, transferable, assignable, license (but not the obligation) for the maximum duration permitted by applicable law to store, copy, reproduce, issue copies to the public, communicate to the public, modify, edit, display, transmit, perform, show or display in public, broadcast, make available copies to the public, rent copies to the public, translate or make an adaptation or derivative works from, and otherwise use your submission/Project/video (in whole or in part) and such derivative works in any form or medium without any fee or other form of compensation, and without further notification or permission or attribution, for the following purposes: (a) administering and publicising The Challenge; (b) identifying you by name as the creator of the Project along with a description of the Project; (c) displaying some or all of the submissions (including any videos provided by participants) at the Final Day and post-Final Day events (e.g. roadshows), and in any and all media now known or hereafter devised, worldwide; and (d) advertising or promotion in any media, including to advertise The Challenge, future challenges, and/or UCL Edtech Labs' products and services.

You hereby irrevocably waive (and will procure the waiver by your employees, team members or others) any and all moral rights (or equivalent rights recognised under the laws of any jurisdiction) subsisting now or in the future in your Project, video and submission (and all component parts and derivative works thereof).

You agree that you will execute and deliver (and where relevant procure the execution and delivery of) all documents and other assurances, and will do all other acts reasonably necessary, in order to give effect to your obligations and undertakings under these Terms and to carry out the intent of the parties to these Terms.

11. Publicity

You acknowledge and understand by attending a Challenge event, webinar or any curriculum activities associated with The Challenge that you may be photographed, videotaped and otherwise recorded by UCL Edtech Labs or its designees (collectively, "Footage") and may be required to sign an affidavit and release for such Footage. Footage will be owned by UCL Edtech Labs, and UCL Edtech Labs and its designees shall have the right to use, edit, adapt, post, stream, copy and exploit such Footage and all elements embodied therein, including any names and likenesses embodied therein, in whole or in part, in any and all media now known or hereafter devised throughout the world, for the fullest extent permitted by applicable law, for advertising, promotional, trade and other purposes.

Except where otherwise prohibited by law, by registering for The Challenge, you consent to UCL Edtech Labs' use of your name, voice, likeness, biography and place of residence and/or origin, mention of the nature of your participation in The Challenge and photographs and video taken at The Challenge events, for marketing and promotional purposes without further notification, permission, payment or consideration.

For a list of the recipient of the award, send an email to info@ucltedtechlabs.com after August 9, 2022. Participants are prohibited from providing public statements or issuing press releases to the public about the challenge without the express written consent of UCL Edtech Labs in each instance. Failure to comply with this requirement may result in disqualification.

12. Personal Information and Other Information - Consent

By registering for The Challenge, you consent to UCL Edtech Labs using and disclosing your personal information about you and other information provided by you to third parties (whether in or outside your location of residence), including but not limited to participating allies and other UCL Edtech Labs allies, for the purposes of administering The Challenge; advertising The Challenge and any future challenges or hackathons and any of UCL Edtech Labs' products and services; facilitating connections between such third parties and registrants of potential interest to them; and for the other purposes described in these Terms and UCL Edtech Labs' Privacy Statement. Note that there is no legal obligation for you to provide us with personal information and any information collected by us is provided by you at your own will and with your consent.

13. Disclaimers, Liability and Indemnification

Except to the extent required by applicable law, UCL Edtech Labs does not accept liability for any loss or damage of any app or other solution/submission or for any other loss or damage resulting directly or indirectly from your participation in the challenge or your receipt, use or redemption of any award(s) or opportunity, or your inability to receive, use or redeem any award(s) or opportunity.

Except to the extent required by applicable law, UCL Edtech Labs is not responsible for: (a) any incorrect or inaccurate transcription of submission information or any late, lost, incomplete, illegible, damaged, misdirected, or undeliverable submissions, or submissions received through impermissible or illegitimate channels; (b) technical failures of any kind, including the malfunctioning of any telephone, computer, network, hardware or software; (c) the unavailability or inaccessibility of any

service; (d) unauthorised human intervention in any part of the submission process or the challenge; (e) electronic or human error which may occur in the administration of the challenge or the processing of submissions; or (f) any injury or damage to persons or property, including your computer, which may be caused, directly or indirectly, in whole or in part, by your participation in the challenge or from downloading or using any material provided by or on behalf of UCL Edtech Labs. Except to the extent required by applicable law, UCL Edtech Labs will not be liable to you for any indirect, special, consequential, or punitive damages or for any loss of profits, revenue, opportunity, goodwill or data in connection with the challenge or these terms.

Except to the extent prohibited by applicable law, you hereby release and agree to indemnify and hold harmless UCL Edtech Labs and its affiliates, directors, officers, employees, agents, advertising and promotional agencies, and the challenge judges from any and all damages, injuries, claims, causes of actions, liability or losses of any kind (including legal fees and expenses), known or unknown, absolute or contingent, now or in the future arising from or related to: (i) your failure to comply with any of these terms; (ii) any misrepresentation you make under these terms or otherwise to UCL Edtech Labs; (iii) your participation in the challenge; or (iv) your receipt, use or redemption of any award or opportunity, or your inability to receive, use or redeem any award or opportunity.

Nothing in these terms shall operate so as to exclude or restrict UCL Edtech Labs liability for fraud, fraudulent misrepresentation, fraudulent concealment or for death or personal injury resulting from the negligence of UCL Edtech Labs or its employees while acting in the course of their employment, or for any other liability to the extent such liability cannot be excluded or limited at law.

14. Law

The challenge and these terms are governed by UK law, and your registration for the challenge constitutes your acceptance and agreement to be bound by UK law, regardless of the country in which you reside. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of registrants and UCL Edtech Labs in connection with The Challenge, shall be governed by, and construed in accordance with the laws of the United Kingdom. To the extent permitted by applicable law, no laws, rules or regulations of any country other than the United Kingdom shall apply to any aspect of The Challenge, or any registrants of The Challenge, even if such registrants are legal residents of, doing business in, or otherwise subject to the laws of any such countries, and if invited to participate in The Challenge, you hereby waive and agree not to apply or pursue any actions under the laws of any country other than the United Kingdom. Unless otherwise prohibited by applicable law, if any provision of these Terms or any other terms provided by UCL Edtech Labs in connection with The Challenge is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the parties underlying the invalid, legal or unenforceable provision. To the extent these terms are translated into any languages other than English, the English language version shall control.

15. Disputes

All disputes, claims and causes of action arising out of or connected with The Challenge, awards or these Terms will be resolved individually and exclusively by the courts of the United Kingdom.

16. Further Information

For more information please email The Challenge team at: info@ucltedtechlabs.com.