

# Brunel Venture Competition Terms and Conditions 2019

By entering into this competition (whether as an individual Entrant or as part of a team) you confirm that you have read and understood the terms and conditions. You confirm that your Entry is original and that you own and have the right to license the copyright and other intellectual property rights in the Entry for the purposes referred to in these terms.

## Definitions

- "**Alumni**" refers to any past student of the Brunel University London that has exited with any kind of certificate of education from the University i.e. need not be a full honours degree.
- "**Cash Prizes**" refer to any monetary award given to winners of the Competition.
- "**Competition**" means the 2019 Brunel Venture annual start up competition to help students and Alumni launch new businesses or come up with innovative ideas.
- "**Entrant**" refers to an individual who makes an Entry, whether alone or as part of a team.
- "**Entry**" refers to any one submission to the Competition, whether by an individual or by a team.
- "**Team Leader**" refers to the main contact within a team Entry that must meet all criteria laid out in section 3 below.

By submitting an Entry to this Competition, each Entrant agrees to the following terms and conditions:

## 1. Eligibility

This Competition is open to all full and part time current students of Brunel University London (University) and any Alumni within three years of their exit date.

If you are an international student, you will be eligible to win the prize only. Due to visa restrictions, you must not start the business whilst you are a student in the UK.

Previous winners (and finalists) of the Brunel Venture Competition can enter the Competition providing they can demonstrate progress of the original idea or business. They may also enter the Competition with a new idea.

To be eligible for a prize, finalists must confirm attendance and be present at the Brunel Venture Competition awards ceremony.

Any person(s) who has a direct involvement with the organising department of the University is ineligible to enter the Competition.

## 2. Entry

Entry is free of charge. The winner(s) will be chosen on the basis of merit by a panel of judges and the winning Entry will win a prize as described further below.

## 3. Team Entry

A maximum of four individuals may enter the Competition as a team with at least 50% of the team meeting the eligibility criteria set out above. The nominated Team Leader must be one of the individuals who satisfy the eligibility criteria. New members are not permitted to join the team after the initial Entry has been made.

All correspondence will be communicated to the Team Leader who will be responsible for communicating all relevant information to the rest of the team.

## **4. How to enter**

Entrants can submit more than one Entry but only one Entry per individual or team can progress to round 2 of the Competition in the case where both Entries are otherwise eligible.

Each Entrant confirms that their Entry and its intended development and/or exploitation does not and will not, to the best of the Entrants knowledge and belief, infringe the intellectual property or any other rights of any third party. Such parties may include but are not limited to collaborators, colleagues, fellow students, research sponsors, etc.

It is the responsibility of the Entrant to confirm that they have the right to exploit any intellectual property contained in their plan, and to take the appropriate steps to protect it.

The University accepts no liability incurred in connection with a breach of any third party rights by any Entrant. Any Entrant found to be, or alleged to be in breach of any third party rights agrees to indemnify the University for all liability incurred by the University in connection with such actual or alleged breach.

The University will use reasonable endeavours to hold in confidence any confidential information contained in the Entries and will take reasonable steps to ensure that all panel judges and business advisors are bound by similar obligations of confidentiality before giving them access to the Entries.

The University reserves the right in its absolute discretion to disqualify any Entrant(s) if it has reasonable grounds to believe that an Entrant has breached any of these terms, any applicable law or has otherwise infringed the intellectual property rights or any other rights of any other person, or otherwise may be considered to bring the University into disrepute.

No Entries will be accepted after the deadline date for the Competition.

## **5. Finalists and winners**

Entrants will be selected on the basis of merit by a panel of judges for progression to the next round of the Competition. The panel's decision is final and no correspondence will be entered into, except as expressly stated in these terms and conditions, relating to how the decision has been reached.

## **6. Prizes**

All prizes are non-transferable, non-refundable, non-changeable and subject to availability. All Cash Prizes will be paid by the University by way of a BACS transfer to either the Team Leader or individual Entrant (as applicable) into a nominated bank account.

## **7. Publicity and personal data**

Each Entrant grants the University permission to use their Entry (whether or not it wins the Competition), name, likeness and (if requested) biographical details for advertising and future promotional purposes in relation to the Competition (and future Brunel Venture annual start up competitions) without payment to them. Their name and other details may be published on the

University website. They permit the University to hold records of the personal information supplied by them and to use such information to promote the Competition (and future Brunel Venture annual start up competitions) as well as to keep them informed by post, e-mail or other means about courses, products and services which may be of interest to them. Any personal information relating to Entrants will be processed by the University in accordance with applicable data protection legislation.

All winning Entrants unconditionally agree (as a condition of accepting any prize) to: (a) the use of their name, one or more photographs of themselves; and (b) co-operate with or participate in any other reasonable post-Competition publicity.

Any valid or reasonable requests from an Entrant who does not wish for their photos to be used will be considered on a case by case basis by the University whose decision shall be final.

## **8. Freedom of Information**

The University is committed to meeting its legal obligations under the Freedom of Information Act 2000 ("FOIA"). Accordingly it may be required to disclose any information submitted by Entrants in response to a request under FOIA.

## **9. Liability**

The University gives no guarantee in relation to prizes offered by third parties and assumes no liability for the failure or non-performance thereof under any circumstances. The University will not be liable for any loss, damage or delay which occurs in connection with Entrants' participation in this Competition or their use of any prize, including without limitation financial, indirect or consequential loss. Nothing in these terms and conditions will seek to limit or exclude the University's liability for death or personal injury resulting from its negligence.

## **10. Changes**

The University reserves the right to cancel, or amend the terms of, this Competition at any time without notice.

## **11. Governing law**

These terms and conditions will be governed by and construed in accordance with English law and Entrants consent to the exclusive jurisdiction of the English courts.

## **Disclaimer**

Please note that the confidentiality of email transmissions is not guaranteed and where this method of communication is used you waive any claim for inadvertently and unintentionally breaching our duty of confidentiality.