

Terms and conditions for applying to the Pulse Innovation Challenge 2020

INTRODUCTION

EDF has created the Pulse Innovation Challenge, a business development and mentoring programme designed to support entrepreneurs developing products and services.

Up to 8 individuals or teams ("Participants") will be invited to participate in an eight-week programme of mentoring and business support (the "Programme"). Participation in the Programme constitutes a Participant's full and unconditional agreement to these Terms & Conditions and to EDF's decisions, which are final and binding in all matters related to the Programme.

Participating in the Programme is contingent upon fulfilling all requirements set forth in these Terms & Conditions and entering into further agreements as described in these Terms & Conditions.

The key dates are as follows:

- 20/05/2020 – Application Opens
- 26/06/2020 – Application Closes
- 29/06/2020 – Shortlisting
- 03/07/2020 – Successfully Shortlisted Applicants Informed
- 20/07/2020 – Virtual Pitch Day
- 07/08/2020 – Participation Agreements Signed
- 07/09/2020 – 8-week Programme Starts
- 02/11/2020 – Demo Day

EDF reserves the right to change these dates at any time and for any purpose without notice.

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 Reference to "EDF" means EDF Energy Customers Ltd, 90 Whitfield Street, London W1T 4EZ.
- 1.2 Reference to the "Blue Lab Committee" means the team of individuals from EDF convened to oversee the running of Pulse Innovation Challenge, select Participants for the Programme, and attend a day organised by EDF for Participants to present their ideas and plans ("Virtual Pitch Day").

2. ELIGIBILITY

- 2.1 The Programme is open to applicants (each an "Applicant") who are:
 - 2.1.1 individuals or teams of individuals who have not yet formed a legal business entity, provided that the individual or individuals are all at least 18 years of age.
 - 2.1.2 corporations (including not-for-profit corporations and other non-profit organisations), limited liability companies, partnerships, and other legal entities, so long as the founding members are all at least 18 years of age,
- 2.2 Applicants must own or have access, at their own expense, to a computer, an internet connection and other electronic devices, software or other items EDF deems necessary to create and enter an application to the Programme.
- 2.3 Each Applicant who is a team or organisation must appoint one individual (the "Representative") to represent it and act on behalf, including registering and entering an application, of said team or organisation. The Representative represents and warrants that he/she is duly authorised to act on behalf of the team or organisation and has read these Terms & Conditions, and that the Applicant team or organisation agrees to abide by these Terms & Conditions.
- 2.4 All costs of preparing and submitting an application, and participating in the Programme, and remotely attending the Virtual Pitch Day are to be borne by the Applicants. Unless agreed otherwise, EDF will not reimburse any Applicant for any expense incurred during the course of the Programme.
- 2.5 Applicants who are successfully shortlisted from the initial screening must provide a pitch video and must be able to remotely attend the Virtual Pitch Day on the date provided at time of invitation to the Programme.
- 2.6 The following individuals and entities are not eligible regardless of whether or not they meet the criteria set forth above: EDF and their employees (unless with EDF's express written consent), members of any Blue Lab Committee, external business advisers to the Programme ("Mentors"), and any

individual involved with the design, production, promotion, execution, or distribution of the Programme and each member of any such individual's immediate family or household.

3. APPLICATION

- 3.1 Applicants may enter an application between 20/05/2020 and 18:00 BST on 26/06/2020 (the "Application Period").
- 3.2 Any application entered outside the Application Period will not be automatically considered for participation. The Blue Lab Committee shall reserve the right to consider late applications in exceptional circumstances (and the Blue Lab Committee shall decide in its sole discretion whether exceptional circumstances apply).
- 3.3 Applications must be for products and services that address the defined challenge brief.
- 3.4 Applications to the Programme must be submitted through the website <https://edfenergybluelab.spigit.com/exchall2020/> and following the instructions.
- 3.5 Applications are in English and must be filled out in English. The Applicant is responsible for ensuring the accuracy of any translation from another language to English.
- 3.6 Applicants must ensure that they read the application form carefully, complete all sections appropriately and follow any instructions given in the form.
- 3.7 An Applicant may enter more than one application. Each application must, however, be substantially different from the Applicant's other applications (and EDF shall determine in their sole discretion the similarity of the applications). If similar applications are received, EDF may require the Applicant to choose one of the similar applications to enter. If an individual is a member of more than one team or organisation, the applications made by the team or organisation that the individual is part of must be substantially different from other applications the individual is involved in.
- 3.8 An application may be rejected in the sole discretion of EDF for any reason, including if the application, either in part or in its entirety, is deemed by EDF to be obscene, defamatory, likely to incite violence or illegal activity, in violation of any third-party's rights, or is otherwise deemed to be inappropriate.
- 3.9 Applications must not attempt to duplicate a prior application already submitted in this Programme. EDF reserves the right to disqualify any application that in EDF's opinion is a duplicate or substantially similar to another application.
- 3.10 Applications must not violate the intellectual property rights or other rights including, but not limited to, copyright, trademark, patent, contract, and/or privacy rights of any other person or entity.
- 3.11 By entering an Application the Applicant represents, warrants and agrees that any use of the Application by EDF or the Blue Lab Committee as authorised by these Terms & Conditions, shall not infringe upon, misappropriate or otherwise violate any intellectual property right or proprietary right including, without limitation, any registered or unregistered trademark, copyright, design rights or patent, nor any privacy rights, moral rights nor any other rights of any person or entity.

4. SELECTION PROCESS

- 4.1 Applications to the Pulse Innovation Challenge will be put through an initial screening (shortlisting) by EDF. The Blue Lab Committee will rate the quality of all applications to the Programme by considering the following points:
 - 4.1.1 Team members: What relevant experience does the team have and how much value do they add?
 - 4.1.2 Product details: Is this product offering compelling, how developed is it and what traction does it have?
 - 4.1.3 Financial information: Is the company financially robust? Have they shown they have revenue streams and have managed to raise/source funds?
 - 4.1.4 Programme specific questions: Has the Applicant shown that what they offer is suitable under the brief they have applied to? Does the Applicant have a good idea of how they want to work with EDF?
- 4.2 The Blue Lab Committee reserve the right to change, amend or add to these criteria at any time.
- 4.3 Applicants who are successfully shortlisted from the initial screening will go forward to be invited to attend the Virtual Pitch Day. These Applicants must provide a pitch video and must be able to attend the Virtual Pitch Day on the date provided at time of invitation to the Programme.
- 4.4 During the Virtual Pitch Day, the Blue Lab Committee will select up to 8 Participants to be invited to join the Programme, though the Blue Lab Committee reserves the right (in its sole discretion) to select more or less depending on the quantity and quality of applications received.

4.5 All invited Participants will be subject to further due diligence by EDF which may include, without limitation, verification of identity, qualifications, details of legal entity (where applicable) and role in the creation of their idea.

5. PROGRAMME PARTICIPATION

5.1 Participants invited to join the Programme will be required to confirm their participation by 07/08/2020. This may include entering into a Participation Agreement which will be agreed between EDF and the Participants once an invitation has been issued. Until and unless any such agreement is agreed and entered into by all parties the Participant shall not be obligated to participate in the Programme and EDF shall not be obliged to admit the Participant to the Programme. The agreement may include conditions about exclusivity of product access for EDF.

5.2 At the sole discretion of EDF, a Participant invited to participate in the Programme will be deemed ineligible if:

- 5.2.1 they refuse or unable to participate in the Virtual Pitch Day;
- 5.2.2 the agreement to join the Programme has not been agreed and executed within 14 days of being issued;
- 5.2.3 they are uncontactable for a period of more than 7 days; and/or
- 5.2.4 any member of their team is disqualified for any other reason.

5.3 In the event of disqualification, the Blue Lab Committee, at their sole discretion, may select an alternative Participant.

5.4 The Programme will run for eight weeks culminating in a Demo Day at the end of the period.

5.5 EDF reserves the right to change these dates at any time and for any purpose without notice.

5.6 Participants will only be allowed to declare participation in the Programme on any website or materials in accordance with promotion guidance given at the time of invitation. If a Participant is disqualified at any point, the right to claim association with the Programme is immediately revoked.

5.7 Participants are required to participate in mentoring sessions, speeches and workshops organised as part of the Programme. EDF will consider Participants external commitments when scheduling activities wherever possible.

5.8 EDF reserves the right to disqualify any Participants from the Programme for any reason, including, without limitation, unsatisfactory or inappropriate participation in Programme activities.

5.9 Participation in the Programme constitutes a Participant's consent to EDF's use of the Participant's name and description, including organisation name, if applicable, and the Participant's likeness, photograph, voice, opinions, comments and/or the place of business / residence of the Participant (or individuals who contributed to the Participant's application) for promotional purposes in any media, worldwide, without further payment or consideration for a period up until four years following the conclusion of the Programme.

5.10 The terms of any commercial agreement with EDF arising from Programme participation will be negotiated separately to these Terms and Conditions and any other Programme agreement (as per clause 5.1). At no point will participation in the Programme constitute a guarantee that EDF will offer or enter into a commercial agreement in respect of the product developed by a Participant.

5.11 Participants that have indicated in their application that they are interested in investment may be contacted with information from EDF. Investments are not guaranteed and are subject to Programme performance. EDF reserves the right not to invest in any Participants.

6. ENTRY CONDITIONS AND INDEMNITY

6.1 Each Participant acknowledges and agrees that the relationship between the Participants, EDF, and the Blue Lab Committee is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to provide the Participant's application to the Blue Lab Committee for the purposes of the Programme does not place the Blue Lab Committee and their respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the application, except as specifically provided in these Terms & Conditions. The Blue Lab Committee or EDF will not enter into non-disclosure agreements with Participants in connection with the Programme.

6.2 By entering, each Participant (including all participating members of a team or organisation) agree(s) to:

- 6.2.1 comply with and be bound by these Terms & Conditions and the decisions of EDF and/or the Blue Lab Committee, which are binding and final in all matters relating to the Programme; and
- 6.2.2 indemnify, defend and hold harmless EDF, the Blue Lab Committee and their respective parent, subsidiary, and affiliated companies and any other organisations responsible for sponsoring, fulfilling, administering, advertising or promoting the Programme, and all of their

respective past and present officers, directors, employees, agents and representatives from and against any and all claims, expenses, and liabilities (including legal fees), including, but not limited to, negligence and damages of any kind to persons and property, defamation, infringement of trademark, copyright, design right or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant's entry, creation of application or entry of application, participation in the Programme, acceptance or use or misuse of the prize (including any related travel or activity), participation in the Virtual Pitch Day, participation in the Programme and/or the broadcast, transmission, performance, exploitation or use of application as authorised or licensed by these Terms & Conditions.

7. LIABILITY

7.1 Subject to clause 7.2 and 7.3, the liability of EDF under this agreement is strictly limited to £100 .

7.2 Subject to clause 7.3, EDF and the Administrators shall have no liability in connection with:

7.2.1 any incorrect or inaccurate information, whether caused by EDF's or a Participant's electronic or printing error or by any of the equipment or programming associated with or used in the Programme;

7.2.2 technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Programme website;

7.2.3 unauthorised human intervention in any part of the entry process or the Programme;

7.2.4 technical or human error which may occur in the administration of the Programme or the processing of applications; and

7.2.5 any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Programme or receipt or use or misuse of any prize. If for any reason any Participant's application is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request the opportunity to resubmit its application, which request will be determined in the sole discretion of EDF if the Programme submission period is still open.

7.3 Nothing in these Terms & Conditions shall exclude or limit any party's liability for death or personal injury caused by its negligence, for fraudulent misrepresentation and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law.

8. GENERAL CONDITIONS

8.1 These terms and conditions, together with the EDF privacy and cookie policy published <https://www.edfenergy.com/terms-conditions/privacy-cookie-policy>, and the Terms and Conditions / Rules for using the Innovation Challenge Platform <https://edfenergybluelab.spigit.com/exchall2020/Page/termsconditions/platformterms?> set out the entirety of the terms and conditions that are applicable to this application process. EDF reserves the right to cancel, suspend and/or modify the Programme, or any part of it, if any fraud, technical failure or any other unanticipated factor or factor beyond EDF's control impairs the integrity or proper functioning of the Programme, as determined by EDF at its sole discretion. EDF reserves the right in their sole discretion to disqualify any Participant, including if it finds the Participant to be tampering with the programme, specifically including, but not limited to, the entry or voting process (for example by using the aid of computer software programs to auto-fill entries), or the operation of the Programme, or to be acting in violation of these Terms & Conditions, or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Programme, or a violation of any applicable law or regulation.

8.2 Any attempt by any person to undermine the proper conduct of the Programme may be a violation of criminal and civil law, and, should such an attempt be made, EDF reserves the right to take proper legal action, including, without limitation, referral to law enforcement for any illegal or unlawful activities.

8.3 EDF's failure to enforce, or any delay in the enforcement of, any provision of these Terms & Conditions shall not constitute a waiver of that provision. EDF is not responsible for incomplete, late, misdirected, damaged, lost, illegible or incomprehensible applications, or for address or email address changes of the Participant. Proof of sending or submitting will not be deemed to be proof of receipt by EDF.

8.4 In the event of any discrepancy or inconsistency between any provisions of these Terms & Conditions and disclosures or other statements contained in any Programme materials, including, but not limited to, the Programme application form, Programme website, advertising (including, but not limited to, television, print, radio or online ads), these Terms & Conditions shall prevail.

8.5 EDF reserve the right, without liability, to amend these Terms & Conditions at any time, including the rights or obligations of Participants, EDF and the Blue Lab Committee. In such event, EDF will post the amended Terms & Conditions on the Programme website. Any amendment will become effective at the time the EDF posts the amended Terms & Conditions.

8.6 All intellectual property related to the Programme, including, but not limited to, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations, are owned or used under license by EDF and/or the Blue Lab Committee. All rights are reserved. Unauthorised copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited.

8.7 Should any provision of these Terms & Conditions be, or become, illegal or unenforceable, such illegality or unenforceability shall leave the remainder of these Terms & Conditions unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Blue Lab Committee's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

9. LAW AND JURISDICTION

9.1 These Terms & Conditions are governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute (including any associated non-contractual disputes or claims) arising under or in connection with these Terms & Conditions or the Programme.

10. CORRESPONDENCE

10.1 All correspondence in respect of the Programme should be marked 2020 EDF Pulse Innovation Challenge and emailed to Shirin.Shah@edfenergy.com.