

SB&G CoLab - APPLICATION TERMS

Thank you for your interest in “SB&G CoLab” (the **Programme**).

We’re delighted that you are considering applying to participate in the Programme, and we look forward to receiving your application. However, before you submit your application we ask that you read these application terms carefully, as they contain important information about the application process and your rights and responsibilities if you do decide to submit an application.

By submitting an application you agree to be bound by these terms. If you have any questions about these terms, please contact us before you submit your application.

Please note: In some cases we may feel that your business or business idea is unsuitable for the Programme but may still be interested in discussing investment or commercial opportunities with you. In this case, these terms will still apply in part. Please see paragraph 8 for more information.

1. ABOUT US

- 1.1 The Programme is organised by L Marks Limited (the **Administrator** of the Programme), in conjunction with Hestview Limited (the **Sponsor** of the Programme). Any reference to **we**, **us** or **our** in these terms is a reference to both the Administrator and the Sponsor unless otherwise stated.
- 1.2 The Administrator is a company registered in England and Wales with company number 7756651. The Administrator’s registered office address is 20 Broad Lane, Hale, Altrincham, Cheshire, WA15 0DF.
- 1.3 The Sponsor is a company registered in England and Wales with company number 01100741. The Sponsor’s registered office address is 2 Wellington Place, Leeds, LS1 4AP.
- 1.4 For legal purposes the Sponsor is also the “promoter” of this Programme.
- 1.5 The Administrator and the Sponsor are separate entities which are working together to deliver the Programme and nothing in these terms is intended to suggest any other association between the Administrator and the Sponsor.

2. ABOUT YOU

- 2.1 The Programme is open to individuals, teams of individuals and companies, partnerships and other similar entities.
- 2.2 If you are applying as an individual, **you** will be personally responsible for compliance with these terms.
- 2.3 If you are applying on behalf of a team, you must ensure that all team members have agreed to you submitting the application. As the person submitting the application **you** will be personally responsible for ensuring that all of your team members are aware of and comply with these terms as if the terms were also imposed on each of them.
- 2.4 If you are applying on behalf of a company, partnership or similar entity you must be authorised by the relevant entity to submit an application on its behalf, and by submitting an application you confirm that you have the appropriate authorisation. Any reference to **you** is to the company, partnership or other entity named in the application form.
- 2.5 We want to open applications to the programme as widely as possible, so we have only a few eligibility criteria. You (and, if you are applying as part of a team, each member of your team):
 - 2.5.1 must be at least 18 years of age; and
 - 2.5.2 must not be an employee of the Administrator, involved in the Programme selection process, a Programme mentor, or otherwise involved in the design, delivery or promotion of the Programme (or a member of any such person's immediate family or household).
- 2.6 We welcome international applicants, but please be aware that if you are applying from outside the UK you will be responsible for complying with any immigration (eg visa) requirements and any travel costs involved in participating in the application process or the Programme itself.

2.7 You are welcome to submit or be involved in multiple applications (for example as an individual and as part of a team), provided that each application should be substantially different from each other. If we consider that two or more applications that you are involved in are too similar we may ask you to choose one of those applications to proceed with.

3. SUBMITTING YOUR APPLICATION

3.1 The application period is open from 12 September 2017 to 15 October 2017

3.2 Our computer is the official timekeeping device for the Programme.

3.3 Whilst applications will remain open until 11:59pm (UK local time) on the closing date, we strongly advise that you submit your application in good time prior to this to avoid the risk of missing the deadline due to technical problems or other issues.

3.4 We reserve the right to consider and accept applications which are submitted after the closing date, or which have been started but not submitted by the closing date. However, this is entirely within our discretion and we are under no obligation to do so.

3.5 All applications are submitted via the F6S application service. In addition to these application terms, you must comply with any terms applicable to the use of the F6S service.

3.6 You must ensure that you read the application form carefully, complete all sections appropriately and follow any instructions given in the form.

3.7 You must complete the application form in English. If you arrange for any part of the information that you submit to be translated from another language, you are responsible for ensuring the accuracy of the translation.

3.8 We reserve the right to reject any application that we consider inappropriate for any reason, for example where:

3.8.1 the application is not completed in accordance with the instructions set out in the application form;

3.8.2 the application is not completed in English;

3.8.3 the application is a duplicate of (or similar to) an application already submitted;

3.8.4 you have not properly identified yourself, your team or the entity that you are applying on behalf of;

3.8.5 we consider that any content that you have submitted is not in accordance with (or may not be in accordance with) your responsibilities to us (see paragraph 5);
or

3.8.6 we do not consider that your application describes a business or business idea which would benefit from participation in the Programme or would be capable of investment.

4. WHAT HAPPENS NEXT

4.1 Following the application closing date we will assess all eligible applications which have been submitted in accordance with the following criteria:

4.1.1 potential impact of the application on the Sponsor;

4.1.2 quality of the applicant / team;

4.1.3 speed of integration;

4.1.4 investment potential; and

4.1.5 competitive advantage.

4.2 We will also undertake due diligence on each applicant, including to verify their identity, qualifications and role in the creation of the business or business idea. You must provide any reasonable assistance that we require in carrying out this process. Unfortunately we will not be able to proceed with any application where the outcome of the due diligence is unsatisfactory in any respect, as determined in our absolute discretion.

- 4.3 We will select the most promising applications and invite the applicants who submitted them to attend a pitch day in Leeds, UK. We anticipate that around 25 applicants will be selected, although we reserve the right to select more or less depending on the quantity and quality of applications received.
- 4.4 If you are invited to attend pitch day we will notify you of the exact location of the event, the date and time at which you need to attend and any other important arrangements that you need to be aware of.
- 4.5 Pitch day is expected to consist of two sessions. In the morning session you will be given the opportunity to pitch your idea and demonstrate your product or service. After the morning session we will select which applicants we want to learn more about and invite them back for a Q&A session in the afternoon.
- 4.6 If you are based outside the UK and are unable to attend pitch day in person, we will try to make arrangements for you to attend remotely, for example by using Skype or Google Hangouts.
- 4.7 Following pitch day we will select the successful applicants who will be invited to participate in the Programme. We expect to invite around five applicants to participate, but we reserve the right to vary this number depending on the applications received.
- 4.8 These terms only govern the application process. If you are invited to participate in the Programme this invitation will be subject to you agreeing to our participation terms, a copy of which will be provided to you.
- 4.9 An invitation to participate in the Programme may also be subject to other conditions, for example a requirement to form a limited company (if you do not already have one) and to transfer your business (including any relevant intellectual property rights) into the limited company.
- 4.10 We may also ask you whether you are interested in receiving an investment from us or an associated party and, if you are, this investment will be subject to due diligence and the completion of appropriate documentation. By submitting an application you are not committing to accept an investment, although you confirm that you are interested in receiving investment offers and that you are willing to consider in good faith any investment offer that we do make.

5. **YOUR RESPONSIBILITIES**

- 5.1 You must submit your application and participate in the application procedure in good faith and in a professional and reputable manner.
- 5.2 Without limiting the generality of paragraph 5.1, you must not at any time submit any information or content to us which you know or have reason to believe may be:
 - 5.2.1 fraudulent, false, inaccurate, misleading or incomplete;
 - 5.2.2 illegal, unlawful or in breach of any applicable regulation or guideline;
 - 5.2.3 defamatory or derogatory to any person;
 - 5.2.4 obscene, offensive, insulting or explicit;
 - 5.2.5 infringing of any person's rights, including intellectual property rights, contractual rights, privacy or confidentiality;
 - 5.2.6 harmful or infected with malicious code; and/or
 - 5.2.7 potentially damaging to our reputation if it were to be disclosed to any person.
- 5.3 If you submit any information or content and subsequently become aware that it may contravene paragraph 5.2 (for example because new information has come to light or because of a change in circumstances) you must inform us immediately and, where appropriate, provide us with updated information or content correcting the issue.
- 5.4 You agree to indemnify us for any loss, damage, cost, claim or expense that we may suffer as a result of:
 - 5.4.1 your breach of these terms and conditions;

- 5.4.2 our receipt, possession or use of any information or content that you provide to us (whether or not that information or content contravenes this paragraph 5); and/or
- 5.4.3 your participation in pitch day, including any property damage that you may cause whilst at the premises where pitch day is being held.

6. **CONFIDENTIALITY AND PRIVACY**

- 6.1 You are not required or expected to include any confidential information about you or your business or business idea in the application form or in your presentation on pitch day.
- 6.2 We will assume that any information that you do provide to us during the application procedure or on pitch day is either already in the public domain or is information that you have no issue with being publically shared.
- 6.3 If you provide us with information which has been provided to you by, or which relates to, someone else, whether a team member or not, you must have their consent to do so and must ensure that they do not consider it to be of a confidential or sensitive nature.
- 6.4 We will not be bound by any confidentiality notices or similar statements contained in information that you provide. If for any reason you do feel it necessary to provide information that must be kept confidential, you must notify us before you provide that information, in which case we will, where appropriate, enter into a suitable form of confidentiality agreement with you.
- 6.5 We appreciate that participation in the Programme itself will inevitably involve the sharing of confidential information. If you are invited to participate you will be provided with a copy of our participation terms which provide more details about this.
- 6.6 Your privacy is important to us. Please see our [privacy policy](#) for more information.

7. **INTELLECTUAL PROPERTY**

- 7.1 We appreciate that your intellectual property is important to you. Nothing in these terms will operate to transfer any intellectual property rights from you to us, and likewise nothing will operate to transfer any intellectual property rights from us to you.
- 7.2 You must not use our intellectual property rights, including our respective names, logos, documentation or materials in the course of the application process or in any other way without our express written consent.
- 7.3 We may use your intellectual property rights solely for the purposes of the operation of the Programme, including as required to review and consider your application and in reasonable promotion of the Programme (such as confirming your participation in the application process on the Programme website and in other publicity material and providing details about you and your business or business idea). Please be aware that any part of pitch day may be filmed and any recording we make may be publicised and circulated as we consider appropriate.

8. **OTHER OPPORTUNITIES**

- 8.1 Whether or not we decide to take your application forward and invite you to attend pitch day or participate in the Programme, we may still be interested in discussing investment or commercial opportunities with you. By submitting an application, you confirm that you are agreeable to either the Administrator or the Sponsor contacting you with opportunities that may be of interest to you.
- 8.2 Where you are contacted about an opportunity in this way subsequent to submitting an application to participate in the Programme, paragraphs 1, 2, 5, 6, 7, 9, 10 and 11 of these terms will continue to apply to those discussions (with references to the Programme and application process being read as references to those discussions) unless and until a more formal agreement is put in place governing those discussions.

9. **LIABILITY**

- 9.1 Subject to the remaining provisions of this paragraph 9, the Administrator's and the Sponsor's respective total aggregate liability in respect of all causes of action arising out of or in connection with these terms and/or your participation in the application process for the

Programme (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed £1,000 each.

- 9.2 Neither the Administrator nor the Sponsor shall have any liability for:
- 9.2.1 any incorrect or inaccurate information provided about the application process or the Programme in error;
 - 9.2.2 technical failures of any kind, including of the server handling applications;
 - 9.2.3 failure to receive an application for any reason;
 - 9.2.4 unauthorised intervention of any third party in any part of the application process; or
 - 9.2.5 technical or human error in the administration of the application process.
- 9.3 You should keep a copy of any information that you submit to us electronically and, where you are sending us physical documentation, only send us a copy and retain the original. We cannot be responsible for any loss of data or documentation.
- 9.4 Nothing in these terms shall limit or exclude our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law.
- 9.5 The Administrator's and Sponsor's liability under these terms is several and not joint. Accordingly, each of the Administrator and the Sponsor are responsible only for their own breaches and failures and not those of the other.
- 9.6 By submitting an application you agree that the limitations and exclusions set out above are reasonable having regard to all of the circumstances, including the fact that there is no charge to submit an application. If you do not agree that these limitations and exclusions are reasonable, please do not submit an application.

10. **CONTACT DETAILS**

- 10.1 Any enquiries about the Programme should be sent to the Administrator at tom.vanmourik@lmarks.com.
- 10.2 If you need to serve a contractual notice on the Administrator or the Sponsor, you should send it to the address set out in paragraph 1 above. Please note that the Administrator cannot accept notices for the Sponsor, nor the Sponsor for the Administrator.
- 10.3 If we need to contact you (or serve any contractual notices on you) we will use the contact details you provided when you submitted your application. If your contact details change at any time, please let us know immediately.

11. **GENERAL**

- 11.1 We reserve the right to modify, cancel or suspend the application process for the Programme or any part of it at any time, for example where we suspect any fraudulent activity, where there is a technical failure or where there is any other unexpected event or event beyond our control.
- 11.2 We also reserve the right to suspend or disqualify any applicant from the process at any time where we consider it necessary to protect the integrity or operation of the Programme or our legitimate interests, or where we suspect that an applicant has breached these terms or acted in a manner that is inappropriate, unethical or otherwise inappropriate.
- 11.3 Our failure to enforce any provision of these terms at any time will not constitute a waiver of our rights under that provision.
- 11.4 The invalidity of any provision of these terms shall not in any way affect the existence or enforceability of the remaining terms. If any provision is found to be unenforceable then we shall be entitled to replace it with an enforceable provision that reflects the intention of the unenforceable provision as closely as reasonably practicable.
- 11.5 In the event of any dispute regarding these terms or your application, our decision shall be final.

- 11.6 These terms, together with the privacy policy, set out the entirety of the terms that are applicable to this application process, and operate to the exclusion of any publicity material or other documentation.
- 11.7 To ensure fairness for all applicants, we cannot agree variations to these terms for individual applicants. If we communicate with you in any way, whether in writing or orally, nothing that we say or do is intended to (or will) amend or override these terms in any way.
- 11.8 In certain circumstances we may however need to amend these terms of a general basis, with revisions that apply to all applicants. Where we make any changes to these terms we will notify all applicants who have already submitted applications and give them the opportunity to withdraw their application if they no longer wish to proceed as a result of the change.
- 11.9 These terms (including any associated non-contractual disputes or claims) are governed by English law and you and we each accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with these terms (except that if you reside, conduct business or have assets outside England and Wales we may take enforcement action against you or seek interim relief in any jurisdiction where you reside, conduct business or have assets).