

INNOVATION DAY - TERMS AND CONDITIONS

Sponsored by Macmillan Cancer Support (“Sponsors”)

BY PARTICIPATING, YOU AGREE TO THESE TERMS AND CONDITIONS. NO ENTRY FEE.

The Innovation Day will be on 19th March 2016 and begins at 9am and ends at 6pm.

Eligibility: The Innovation Day is open to individuals

- (i) who are at least eighteen years old, and
- (ii) (ii) who are invited by the Sponsors to participate in the Innovation Day.

Participation in the Innovation Day constitutes Participant’s full and unconditional agreement to and acceptance of these Terms and Conditions (“Terms”). The term “you” refers to you, the “Participant”. Employees of Sponsors and their affiliates, subsidiaries, advertising, promotion, fulfilment or other coordinating agencies, individuals providing services to Sponsors through an outsourcer or temporary employment agency during the Innovation Day period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Innovation Day.

Your Participation: You can participate on an individual basis. To participate, you must attend at Impact Hub Westminster on 19th March 2016. You must make your own travel and accommodation arrangements and cover all associated costs and expenses.

You, as a Participant will be required to do the following:

- Create and develop innovative ideas/product based on the provided brief.

Each Entry must be original, of the Participant’s or Participant’s teams own creation and newly written during the Innovation Day and must not have been entered in any program similar to the Innovation Day. “Newly written” means that Participants cannot in any way copy ideas/products that already privately exist.

Ownership of Entries: Participant represents and warrants that the Entry is and will be Participant’s own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights or trademarks. Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against the Sponsors, or any other person, on the grounds that any use of a Participant’s Entry, infringes any of Participant’s rights as creator of the Entry, including, without limitation, trademark rights, copyrights and moral rights or “droit moral.” Participant hereby assigns and transfers and agrees to assign and transfer to Macmillan Cancer Support all right, title, and interest in and to Participant’s Entry and consequently Macmillan Cancer Support will have all rights to copy, edit, publicly display, publicly perform, broadcast, publish and use, in whole or in part, any Entry, in any manner without further compensation during and after the Innovation Day. At Macmillan Cancer Support’s request and expense, Participant will assist and cooperate with Macmillan Cancer Support in all respects to execute documents, and will take such further acts reasonably requested by Macmillan Cancer Support to enable Macmillan Cancer Support to acquire, transfer, maintain, perfect and enforce their intellectual property rights and other legal protections for the Entry.

Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and either or both of the Sponsors. Participants will not receive any compensation from Sponsors' in connection with any Entries.

Each Participant acknowledges and agrees that Sponsors or other Participants or third parties may have developed or commissioned works which are similar to the Entry of Participant or Participant's team, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the Entry of Participant or Participant's team.

Prizes and Awards: As a thanks for taking part, Participants will receive the following:

- Macmillan goodie bag
- Opportunity to participate in future skills sharing workshops

Indemnity: You agree to release, indemnify, defend and hold Sponsors and their parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Innovation Day, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Innovation Day or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Sponsors' control that may cause the Innovation Day to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Innovation Day; (v) any printing or typographical errors in any materials associated with the Innovation Day; technical errors that may impair your ability to participate in the Innovation Day; or (vi) errors in the administration of the Innovation Day.

DISCLAIMER: IN NO EVENT WILL SPONSORS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE INNOVATION DAY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. This disclaimer does not apply to any personal injury or death caused by the Sponsors negligence or any other liability that cannot be excluded by law.

The Sponsors

General: Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend the Innovation Day in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Innovation Day is compromised, without liability to the Participants. Sponsors reserve the right to disqualify any Participant, as determined by Sponsors, in their sole discretion. These Terms are governed by the law of United Kingdom. Sponsors' failure to enforce any term of these Terms shall not constitute a waiver of that provision.