



**S5G**Connect  
Dumfries

# Innovation Challenge Terms and Conditions

1. The title of the challenge is the S5GC Dumfries and Galloway Innovation Challenge (the “challenge”). Abbreviated title “S5GC Innovation Challenge”
2. The challenge consists of 3 separate problem statement challenges:
  - i) Challenge 1: Access to Health and Social Care
  - ii) Challenge 2: Digital at Home to enable Home Monitoring and Self-Management
  - iii) Challenge 3: Sharing Information and Transparency
3. Entry in the challenge signifies acceptance of these terms and conditions (“T&Cs” and each a “T&C”).
4. The S5GC Innovation Challenge is free to enter and opens on 12 April 2022.
5. The S5GC Innovation Challenge is open to all persons (over 18) and organisations resident/incorporated and/or operating in the UK only (collectively “eligible participants”).
6. Valid entries by those who have entered the challenge (“eligible participants”) will be considered and assessed by a panel of experts. Selection of successful participants is entirely at the experts’ discretion.
7. Eligible participants may submit more than 1 entry but may not submit more than 1 entry relating to the same project.
8. Eligible participants must enter the challenge by following the process outlined in the guidance, by no later than 09:30am on the dates specified for each stage of the challenge outlined in the guidance.
9. Entries which are not made in accordance with the guidance, or which are received after the closing time/date for submission will not be valid.
10. The lead participant (as defined in the guidance) for each of the successful valid entries at stage 1 (“successful stage 1 participants”) and stage 2 (“successful stage 2 participants”) will be notified by email.
11. Successful stage 1 participants will be invited to participate in stage 2 of the challenge, as outlined.
12. Without prejudice to T&C 13, successful stage 2 participants may be invited, at S5GC’s discretion, to enter into discussions with S5GC with a view to agreeing specific bilateral contracts for developing a feasibility study or on-site trial.
13. Notwithstanding T&C 12 above, S5GC is under no obligation to develop feasibility studies, on-site trials or enter any other further arrangements or discussions with successful stage 2 participants. Nor does it make any guarantees, warranties, or representations as to the likely success of participants’ projects in the market.
14. All implied conditions, warranties, representations, and other terms whether by statute, common law or otherwise are excluded to the fullest extent permitted by law.
15. Successful stage 2 participants may be required to participate in post-event publicity, including photographs.

16. S5GC accepts no liability for entries, or any other correspondence lost, damaged, corrupted, or otherwise harmed in transit or whilst in the possession of S5GC.
17. Title to all Intellectual Property Rights ("IPR") in the valid entries by eligible participants will vest in the eligible participant(s) until the outcome of stage 2 of the challenge is communicated, after which S5GC and the successful stage 2 participants will enter into further discussions regarding existing and future IPR as part of the process for developing either a feasibility study and/or on-site trial, all as set out in condition 12 above.
18. Title to all IPR in the information shared with participants by S5GC shall remain vested in S5GC. S5GC does not grant any licence, right, title or interest in respect of any IPR.
19. Entry in the challenge signifies acknowledgment by participants that the information exchanged between The S5GC, and participants may be subject to applicable export control and trade sanctions laws, regulations, rules, and licences, including without limit those of the U.S., the E.U. and the U.K. ("Export Control and Sanctions Rules").
20. By entering the challenge, participants undertake to comply with the export control and sanctions rules and agree that they alone are responsible for ensuring their compliance with the export control and sanctions rules.
21. In particular, but without limitation, participants undertake not to use, sell, resell, export, re-export, dispose of, disclose, or otherwise deal with any information shared by S5GC, directly or indirectly, to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by the export control and sanctions rules.
22. Further information and guidance surrounding participants' export control obligations can be found on the UK Government GOV.uk website.
23. Participants shall not disclose to any third party, save as may be required to comply with any legal obligation, any information relating to the S5GC innovation challenge and/or the business of S5GC or any Group company ("confidential information") nor shall participants issue or cause to be issued any publicity or advertising relating to the S5GC innovation challenge without the prior written consent of S5GC. Participants undertake not to use any confidential information other than as permitted to enable participation in the S5GC innovation challenge.
24. The obligations outlined in T&C 23 above shall not apply to any information which at the date of disclosure to participants by S5GC is in the public domain or already known to the participants (otherwise than through breach of any other confidentiality obligation owed to S5GC), or which is lawfully received by the participant from a third party having a right to disclose the same.
25. Participants shall comply with all relevant S5GC rules and procedures, including but not limited to S5GC's policies on drugs and alcohol on site and its policies on information security.
26. S5GC reserves the right to refuse entry to or disqualify anyone in breach of these T&Cs.
27. S5GC may cancel all or any part of this promotion at any time without notice or liability.

28. The S5GC innovation challenge will be administered by The Scotland 5G Centre. The decision in respect of any aspect of the S5GC innovation challenge is final and binding and no correspondence will be entered into about it.

29. Please do not enter if any of these T&Cs are unacceptable.

30. In the event of any conflict between these T&Cs and any other document or discussion relevant to the challenge (including but not limited to the guidance), these conditions shall apply unless expressly stated otherwise.

The promoter is the Scottish 5G Centre (S5GC), 99 George Street, Technology and Innovation Centre, Glasgow, G1 1RD, Scotland, UK (referred to in these T&Cs as "S5GC").

31. The S5GC will seek to obtain written confirmation from each beneficiary that the support provided by The S5GC, taken together with any other subsidies received by the recipient, will not take the recipient over 325,000 Euro Special Drawing Rights (currently ca. £332,000), received in aggregate in the previous 3 years. The S5GC reserves the right to recover the value of any support given where required to do so, in order to comply with any subsidy control law or regulation.