

activate challenge

taking your research from bench to bedside

Cancer Research UK Activate Challenge Powered by Converge

Terms and Conditions

Converge (“Converge”) hosted by HERIOT-WATT UNIVERSITY, a Scottish charity registered under SC000278 and having its principal offices at Riccarton, Edinburgh EH14 4AS (“HWU”) is delivering a competition entitled Cancer Research Activate Challenge (the “Programme”) for Cancer Research Technology Limited, 2 Redman Place, London, E20 1JQ.

The purpose of the Programme is to support the establishment of new companies bringing to the market innovative ideas developed by the Cancer Research UK research community in Wales and Northern Ireland. The Programme consists of four (4) phases, culminating in the Awards Ceremony. These phases are outlined on the Converge website (<https://www.convergechallenge.com/introducing-the-activate-challenge/>) by providing detail of what is expected of the Entrants at each phase and detailing the packages of support and requirements at each phase. Each winner is expected to use the prize awarded to progress the business idea put forward in the competition

Definitions

Converge	Means the Converge team, hosted by HWU, who manage the Activate Challenge Competition (s) and associated activities.
Cancer Research UK	Means Cancer Research Technology Limited, a company registered in England and Wales under number 1626049) acting on behalf of Cancer Research UK, a charity and company registered in England and Wales with registered charity number 1089464 and registered company number 4325234 of 2 Redman Place, London, E20 1JQ, England
Competition	Means the competitive element of the Activate Challenge Programme.
Entrant	Means the individual or team entering the Activate Challenge Programme.
Participant	Means the individual or the team selected to participate in the Cancer Research Activate Challenge training programme
External Judging Panel	Means the panel appointed by Converge and Cancer Research UK for the purpose of the selection of the finalists.

Internal Judging Panel	Means the panel appointed by Converge and Cancer Research UK for the purpose of the initial assessment of the competition applications.
Programme	Means the range of activities, training, networking events, and the Competition that form Cancer Research Activate Challenge.
Staff	Means any person that is currently employed by Cancer Research UK Institution by a contract of employment.
Terms & Conditions	Means these Terms & Conditions.

ELIGIBILITY. The Competition is open to:

- All oncology researchers based in Wales and Northern Ireland, regardless of whether they are in receipt of Cancer Research UK funding.
- Anyone who meets criteria above who has set up a Company that has been dormant, non-trading or trading for no longer than twenty four (24) months with a secured income (including but not limited to grants, investment, loans, revenue, prizes) not higher than £100,000, are eligible to apply.

ADDITIONAL REQUIREMENTS:

Applicants must intend to establish and retain the headquarters of their businesses in the UK.

Applicants may only enter the programme with the same idea a maximum of three times in total. After three entries, the idea becomes ineligible for any further entries.

For Entrants who have a company set up as described above, Converge and Cancer Research UK shall decide, at their sole discretion, whether a company shall meet these criteria.

Applicants must have the right to reside in the UK.

Enterprising activity must not involve political campaigning or the advancement of religion.

JOINT/TEAM applications will be accepted. Only one member of the team must satisfy the condition of eligibility. One team member must be named as the lead Entrant and all other members of the team must be individually named. The lead Entrant will be the point of contact and the assumed prize winner (if applicable), unless otherwise agreed. It is a requirement of the programme that the lead Entrant should have a significant input in the generation of the business idea.

APPLICATIONS. Entrants must, before the advertised closing date, submit the application via email to cruk@convergechallenge.com and complete each part of it fully. A brief, clear and convincing outline of the business idea on which the application is based shall be detailed. Applications which are not fully completed before the advertised closing date will not be accepted into the

The same business idea cannot be entered by a person both individually and as a member of a team.

Applications must be submitted via email. The CLOSING DATE for all applications is 5th October 2021 at 12 NOON GMT. Late or incomplete applications will not be accepted.

Entrants must either own or have the right to use and to commercially exploit all INTELLECTUAL PROPERTY RIGHTS, including know-how, related to/involved in the business idea on which they base their application.

Converge shall have the right to require any participant to provide evidence of the right to use and to commercially exploit intellectual property rights. Failure to provide such evidence may have a detrimental effect on the eligibility of the participant to progress into further phases of the Programme.

HWU shall have no responsibility for applications lost or delayed in transmission.

PHASE 1: Assessment of Applications. A panel constituted of representatives of Converge, Cancer Research UK and external representatives chosen by Converge and Cancer Research UK (the “Internal Panel”) shall evaluate the business ideas outlined in the registrations. The Internal Panel shall select up to fifteen (15) Entrants (the “Candidates”) to progress to Phase 2 of the Competition.

PHASE 2: Training. The Candidates shall be invited to attend 3 day online entrepreneurial training between 4 and 6 October 2021. The training will be delivered online.

PHASE 3: Business Case and Video Pitch. The Candidates will be asked to submit a 5-page feasibility study and 1-minute Video Pitch by 26th November 2021. The template for the feasibility study will be provided by Converge and submission will be via email (cruk@convergechallenge.com).

PHASE 4: All fifteen (15) Cancer Research Activate Challenge Projects will be sent to an External Judging Panel constituted of external experts chosen by Converge and Cancer Research UK and who will be bound by confidentiality obligations. The External Judges will select the three (3) winning Projects from the finalists group based on a combination of the business cases and 1-minute pitches to be delivered at the online Cancer Research UK Activate Challenge Awards Ceremony in December 2021 (date tbc). The judges’ decision is final.

Entrants or Candidates may not contact any member of the External Judging Panel in relation to the Competition. In the event of any unauthorised contact being made, immediate disqualification will result as will any attempt to influence the judging process.

In order for a Participant to be eligible to be announced as winner, the Participant must **confirm** via email his/her availability to attend the online Cancer Research UK Activate Challenge Awards Event to an email address of which the Participants will be notified. Finalists can appoint representatives to attend the online Cancer Research UK Awards and to accept the award on their behalf, on condition that Converge has previously been informed of such circumstance promptly and adequately.

All dates related to the phases/events of the Programme and detailed in the present document are subject to change by Converge and Cancer Research UK. Any changes will be communicated to participants via email.

All prizes are awarded at the discretion of the judging panel and all judging decisions are final and not subject to appeal.

By accepting the prize, each winner AGREES to make themselves **available to participate in reasonable promotion or publicity** events during the upcoming year(s).

There are three equal Cancer Research UK Activate Challenge prizes consisting of a grant of one Thousand Pounds Sterling (£1000) and business development support worth two thousand two hundred and fifty Pounds Sterling (£2,250). The prizes given to individuals must be used to progress the business idea. Additional prize for “best pitch” of £250-worth of consultancy support or cash will also be awarded (to be used solely to advance their business idea).

All payments will be managed by Heriot Watt University. All prizes will be final, non-transferable. Payments shall be made by Heriot Watt University to winners' bank accounts only. In order to be able to receive the payment of the cash prize, each winner must provide Heriot Watt University Finance Department bank account details where the prize is to be deposited within 6 months of being notified of being a prize winner. The business development support will be provided by a relevant organisation or individual appointed by Converge, in agreement with Cancer Research UK.

By entering the Competition, each Entrant acknowledges that the **names** of the participants will be used and published in promotional material regarding future editions of the Programme without any further prior notice. By entering the Programme, each Entrant VOLUNTARY AND WITHOUT COMPENSATION AUTHORISES such uses of their name for promotional and news purposes related to the Programme by Converge, HWU, Cancer Research UK, sponsors of the Cancer Research UK Activate Challenge, funders of the Competition and any other party that Converge or HWU decides in their sole discretion, without further prior notice. An opportunity will be afforded for the participants to opt out of this publicity and promotion.

By entering the Programme each Entrant VOLUNTARY AND WITHOUT COMPENSATION GIVES Converge, Cancer Research UK and HWU PERMISSION to take and use their **photographs** and any **film footage** of them, including **voice recordings**, to be used by Converge, Cancer Research and HWU in any reasonable manner they see fit for the promotion of the Programme without further prior notice. Use shall include use by Converge, Cancer Research UK, HWU, sponsors of the Programme, funders of the Programme and any other party that Converge or Cancer Research UK decides in their sole discretion without further prior notice. An opportunity will be afforded for the participants to opt out of this publicity and promotion.

By entering the Programme, each Entrant VOLUNTARY AND WITHOUT COMPENSATION GIVES Converge, Cancer Research UK and HWU PERMISSION for the non-confidential summary provided in the application form, to be used by HWU, Converge and Cancer Research UK in any reasonable manner it seen fit for the promotion of the Programme without further prior notice. Use shall include use by Converge, Cancer Research UK, HWU, sponsors of the Programme, funders of the Programme and any other party that Converge, Cancer Research UK or HWU decides in their sole discretion without further prior notice. An opportunity will be afforded for the participants to opt out of this publicity and promotion.

Converge and Cancer Research UK may collect and process the following data about the Entrants: name, e-mail address, address, telephone/mobile number, position, photograph. PERSONAL DATA will be collected and processed for the purpose of the Programme. Personal data will not be sent to third parties different from the judging panels for the purpose of reaching a decision. Personal data will be processed and kept in accordance with the relevant provisions of the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) and HWU's Data Protection Policy, as well as Cancer Research UK Data Protection Policy. HWU's Data Protection Policy can be accessed at <http://www.hw.ac.uk/about/policies/data-protection.htm> and may be updated from time to time to reflect the current legislation in force at any given time, in particular to reflect the requirement of the General Data Protection Regulation ((EU) 2016/679).

The Entrant acknowledges that HWU is a public authority under the terms of the Freedom of Information (Scotland) Act 2002 and had statutory obligations for disclosure of certain information if

requested. The HWU Freedom of Information Policy can be accessed at "<http://www.hw.ac.uk/about/policies/foi.htm>" <http://www.hw.ac.uk/about/policies/foi.htm>.

All Entrants agree not to disclose any CONFIDENTIAL OR COMMERCIALY SENSITIVE INFORMATION obtained/disclosed to them throughout the duration of the Competition to any third party who is not subject to these same terms and conditions.

Information included in the applications, other than the non-confidential summary, will be kept confidential by Converge, Cancer Research UK and HWU. It will not be used for purposes other than the Programme, without the prior written approval of the Entrant. Only a limited number of persons involved in the organisation of the Programme, including the judging panels and trainers will have access to such information, strictly on a need-to-know basis.

Converge, Cancer Research UK and HWU reserve the right to amend, alter or cancel the Programme without prior notice. Converge, Cancer Research UK or HWU shall NOT be liable to any prospective Entrant nor to any participant to the Programme for any costs, expenses, loss and/or direct, indirect or consequential damages incurred or arising out the amendment, alteration or deletion of the Competition or its terms.

Converge and Cancer Research UK reserves the right to amend or alter these Terms & Conditions.

Converge and Cancer Research UK reserves the right to disqualify any Entrant if they reasonably believe that the Entrant has breached any of these terms and conditions.

By submitting the application, the Entrant ACKNOWLEDGES that they have read the present Terms & Conditions and WARRANTS that all the information submitted in their application is true and accurate.

The Entrant shall procure that in entering the Programme they will comply with all applicable laws, regulations and statutes relating to anti-bribery including but not limited to the Bribery Act 2010.

This Programme and the terms and conditions are governed by Scots Law and subject to the jurisdiction of the Scottish courts.