

# Converge Create Change Challenge Competition 2022

## Terms & Conditions (Revised March 2022)

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 running a competition entitled Converge Create Change Challenge Competition (the “Competition”).

The purpose of the Competition is to support the establishment of new companies bringing to the market innovative ideas developed by the Scottish research community. The Competition consists of four (4) phases. These phases are outlined on the Converge website (<http://www.convergechallenge.com>) by providing detail of what is expected of the Entrants at each phase and detailing the packages of support at each phase. Each winner is expected to use the prize awarded to grow the new company.

### 1. DEFINITIONS

<b>Applicant</b>	Means the individual or team entering the Converge Create Change Challenge Competition.
<b>Converge</b>	Means the Converge team, hosted by HWU, who manage the Converge Create Change Challenge Competition and associated activities.
<b>Converge Code of Conduct</b>	Means the Code of Conduct issued by Converge and available on the Converge website.
<b>Competition</b>	Means the Converge Create Change Challenge Competition.
<b>Entrant</b>	Means the individual or team entering the Converge Create Change Challenge Competition.
<b>Enterprise</b>	Means a corporate entity, registered at Companies House.
<b>External Judging Panel</b>	Means the panel appointed by Converge for the purpose of the selection of the finalists.
<b>Graduate</b>	Means any individual who has graduated from a Scottish University.
<b>HWU</b>	Means Heriot-Watt University, a Scottish charity registered under SC000278 and having its principal offices at Riccarton, Edinburgh EH14 4AS who host Converge.
<b>Internal Judging Panel</b>	Means the panel appointed by Converge for the purpose of the initial assessment of the competition applications and submissions.
<b>Student</b>	Means any student currently matriculated at either a Scottish University or Research Institution.
<b>Staff</b>	Means any person currently employed by a Scottish University or Research Institution by a contract of employment.
<b>Terms &amp; Conditions</b>	Means these Terms & Conditions.

### 2. ELIGIBILITY. The Competition is open to:

- 2.1 All staff and students at any Scottish University or Scottish Research Institution. Students and Staff members should discuss their competition entry with their Supervisors, Principal Investigators and/or Commercialisation Teams and gain permission if the intellectual property is owned by the University/Research Institute or the project is directly linked to the applicant’s research, employment or studies;
- 2.2 Recent graduates from any Scottish University or Scottish Research Institution (up to thirty six (36) months after receipt of award at graduation prior to application deadline);
- 2.3 Anyone who meets criteria 2.1 or 2.2 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 £120,000, are eligible to apply.

#### ADDITIONAL REQUIREMENTS:

- 2.4 Applicants must intend to establish and retain the headquarters of their businesses in Scotland.
- 2.5 Applicants may only enter the Competition with the same idea a maximum of four (4) times in total. After three entries, the idea will only become eligible for a fourth entry if the applicant can demonstrate the negative impact of the pandemic on their project.
- 2.6 For Entrants in category 2.3 above, Converge shall decide, in its sole discretion, whether a company shall meet these criteria.
- 2.7 Applicants must have the right to reside in the UK.

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

3. JOINT/TEAM applications will be accepted. Only one member of the team must satisfy the condition of eligibility under Clause 2. 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 Competition that the Lead Entrant should have a significant input in founding the business.
4. APPLICATIONS. Entrants must, before the advertised closing date, submit the application online at <http://www.convergechallenge.com> (the "Competition website") 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 Competition.
5. The same business idea cannot be entered by a person both individually and as a member of a team.
6. Applications must be submitted via the Competition website. The CLOSING DATE for all applications is Tuesday 5<sup>th</sup> April 2022 at 12pm GMT. Late or incomplete applications will not be accepted.
7. 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.
8. Converge shall have the right to require any participant to the Competition to provide evidence of the right to use and to commercially exploit intellectual property rights referred to in Clause 7 above. Failure to provide such evidence may have a detrimental effect on the eligibility of the participant to progress into further Phases of the Competition.
9. Converge and/or HWU shall have no responsibility for applications lost or delayed in transmission.
10. **PHASE 1: Assessment of Applications.** A panel constituted of representatives of funding Universities chosen by Converge (the "Internal Judging Panel") shall evaluate the business ideas outlined in the applications. The Internal Judging Panel shall select up to ten (10) Entrants (the "Candidates") to progress to Phase 2 of the Competition.
11. **PHASE 2: Entrepreneurial Training and Elevator Pitch Competition.** The Candidates shall be invited to attend an entrepreneurial training programme. The training will be delivered as a mix of online and face-to-face between 13<sup>th</sup> June 2022 and 23<sup>th</sup> June 2022. Candidates will be provided with a detailed list of activities before the training. During this Phase, an elevator pitch style presentation (the "Inside Innovation Competition") shall be given by the Candidates. This year the Inside Innovation Competition will take the form of a face-to-face event (subject to government Covid-19 restrictions). Details and format of the event will be provided in June 2022. Attendance or participation in the Inside Innovation event and/or social media campaign is compulsory for all Candidates. Any Candidate not delivering an elevator pitch presentation shall not be progressed to Phase 3 of the Competition and will be disqualified from the Competition completely.
12. The outcome of the Inside Innovation Competition shall be taken into account by the Internal Judging Panel in selecting up to four (4) business plans to be shortlisted under Clause 13.
13. **PHASE 3: Submission of business plan, financial forecast and one-minute video pitch.** Following the Inside Innovation Competition, all Candidates will be invited to submit a full business plan and financial forecast by Monday 1<sup>st</sup> August 2022 at 5pm GMT. Submissions will be assessed by the Internal Judging Panel and up to four (4) business plans will be shortlisted. Shortlisted projects will be invited to attend an additional two days of training in September 2022.
14. The four(4) shortlisted business plans will be sent to an External Judging Panel Constituted of external experts (the "External Judging Panel") chosen by Converge. The External Judging Panel will be bound by confidentiality obligations and will select the winning projects from the shortlisted ones. The business plan, financial forecast and video pitch submission as well as the live pitch shall be evaluated against the criteria published on the Converge website.
15. 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.
16. **PHASE 4: Final Pitch and Announcement of Winners.** The Finalists shall be informed via email and invited to deliver a final pitch to the External Judging Panel taking place on 10<sup>th</sup> October 2022. This will be face to face or online, depending on the current Government guidance in place at the time. During this event, the three (3) winners will be selected (the "Finalists"). The winners will be announced at the **Converge Awards Dinner**, taking place **Thursday 3<sup>rd</sup> November 2022**, in Edinburgh. Converge reserve the right to change the final pitch and Converge final dates to comply with Government advice on social distancing and the associated requirements for events in place at the time.

17. In the event of a tied decision by the External Judges, the Chair of the Judging Panel will hold the casting vote to ensure that there will be a single first prize winner of the Converge Create Change Challenge.
18. In order for a Finalist to be eligible to be announced as winner, the Finalist must **confirm** via email his/her availability to attend the Converge Awards Dinner/Event to an email address of which the Finalist will be notified. Finalists can appoint representatives to attend the Converge Awards Dinner/Event and to accept the award on their behalf, on condition that Converge has previously been informed of such circumstance promptly and adequately.
19. All dates related to the phases/events of the Competition and detailed in the present document are subject to change by Converge. Any change shall be made public through publication on the Competition website.
20. All prizes are awarded at the discretion of the judging panel and all judging decisions are final and not subject to appeal.
21. By accepting the prize, each winner **AGREES** to make themselves **available to participate in reasonable promotion or publicity** events during the upcoming year, including the launch of the 2023 Converge Create Change Challenge Competition.
22. The first prize consists of a grant of Thirty Thousand Pounds Sterling (£30,000) plus a package of business support to be determined by Converge. There are two runner-up prizes. The second prizes consists of a grant of Ten Thousand Pounds Sterling (£10,000) each plus a package of business support to be determined by Converge.
23. All funds will be managed by HWU. All prizes will be final, non-transferable and no cash alternative to in-kind support will be available. Payments shall be made by HWU to Enterprises' bank accounts only. In order to be able to receive the payment of the cash prize, each winner must comply with the provisions under Clause 24 i) and ii).
24. Each winner shall:
  - i) incorporate a new business Enterprise - which must be Scottish registered and have its principal business address in Scotland – and open a related Enterprise's bank account by 31<sup>st</sup> **October 2023** at the latest.
  - ii) establish a business bank account that shall be demonstrable to the Finance Department of HWU by any means as shall be reasonably required by the afore-mentioned Finance Department;
  - iii) spend the grant prize awarded exclusively on items/activities aimed at the realisation of the business plan elaborated by the winner for the purpose of the Competition;
  - iv) spend the prize awarded by 31<sup>st</sup> October 2023, at the latest. If the business incorporation is delayed due to Covid19, the winner will be granted a 12 month extension which will be agreed on a case-by-case basis;
  - v) ensure that all expenditure of cash prize money is done through the Enterprise's bank account;
  - vi) keep all receipts of expenditure of the grant awarded and make them and other statements and/or information available to HWU upon request;
  - vii) provide confirmation of its VAT status to HWU;
  - viii) provide quarterly reports to HWU on how the business is progressing.
25. HWU reserves the right to demand a **refund** of any monies awarded or any part of it to the extent to which a winner is unable to demonstrate that he/she has fully met the conditions from i) to vii) detailed in Clause 24.
26. At the point of drawing down the financial award, the winners of the Converge Create Change Challenge 2022 must ensure that the proposition reflects and is aligned with the original proposition and proposal that was presented to judging panel.
27. By entering the Competition, each Entrant acknowledges that the names of the winners and runners-up will be posted on the Competition website and published in promotional material regarding future editions of the Competition without any further prior notice. By entering the Competition each Entrant **VOLUNTARILY AND WITHOUT COMPENSATION AUTHORISES** such uses of their name for promotional and news purposes related to the Competition by Converge, HWU, sponsors of the Competition, funders of the Competition and any other party that HWU decides in its sole discretion, without further prior notice. An opportunity will be afforded for the winners to opt out of this publicity and promotion.
28. By entering the Competition each Entrant **VOLUNTARILY AND WITHOUT COMPENSATION GIVES** Converge **PERMISSION** for the non-confidential summary provided in the application form, to be used by Converge and HWU in any reasonable manner it sees fit for the promotion of the Competition without further prior notice. Use shall include use by Converge, HWU, sponsors of the Competition, funders of the Competition and any other party that Converge decides in its sole discretion without further prior notice. An opportunity will be afforded for the winners to opt out of this publicity and promotion.

29. By entering the Competition each Entrant VOLUNTARILY AND WITHOUT COMPENSATION GIVES Converge PERMISSION to take and use their **photographs** and any **film footage** of their, including **voice recordings**, to be used by Converge and HWU in any reasonable manner it sees fit for the promotion of the Competition without further prior notice. Use shall include use by Converge, HWU, sponsors of the Competition, funders of the Competition and any other party that Converge decides in its sole discretion without further prior notice. An opportunity will be afforded for the winners to opt out of this publicity and promotion.
30. Save for the provisions under Clauses 27, 28 and 29, Converge may collect and process the following data about the Entrants: name, e-mail address, address, telephone/mobile number, relationship to the University, photograph. PERSONAL DATA will be collected and processed for the purpose of the Competition. 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. 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 requirements of the General Data Protection Regulation ((EU) 2016/679).
31. 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>.
32. 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.
33. Information included in the applications will be kept confidential by Converge. It will not be used for purposes other than the Competition, without the prior written approval of the Entrant. Only a limited number of persons involved in the organisation of the Competition, including the judging panels, will have access to such information, strictly on a need-to-know basis.
34. Converge or HWU reserves the right to amend, alter or cancel the Competition without prior notice. Converge and HWU shall NOT be liable to any prospective Entrant nor to any participant to the Competition 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.
35. Converge reserves the right to amend or alter these Terms & Conditions.
36. The Competition is supported by a number of Scottish Universities and Converge reserves the right to disclose any information relating to the Competition, to the supporting Universities, who shall be bound by confidentiality requirements.
37. Converge reserves the right to disqualify any Entrant if they reasonably believe that the Entrant has breached any of these terms and conditions or the Converge Code of Conduct.
38. 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.
39. By submitting the application, the Entrant agrees they will comply with the Converge Code of Conduct.
40. The Entrant shall procure that in entering the Competition they will comply with all applicable laws, regulations and statutes relating to anti-bribery including but not limited to the Bribery Act 2010.
41. This Competition and the terms and conditions are governed by Scots Law and subject to the exclusive jurisdiction of the Scottish courts.