

# Competitions Disclaimer

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## *Definitions*

| <b>Term:</b>  | <b>Definition:</b>  |
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| Competitions: | IDEAS EMPOWERED challenge   |
| Entrant:      | Individual/team who submits an entry to the Competition   |
| Ideas:        | Ideas and concepts contained in an Entry  |
| Entry:        | Entrant submitted executive summary or Entrant submitted executive summary, complete with market research and competitor analyses |
| Plan:         | Entrant submitted full business plan  |
| Guidelines:   | Located within the Rules section of the Competitions Handbook   |
| Organisers:   | Imperial Entrepreneurs  |
| Officials:    | Organisers, Imperial Entrepreneurs, judges and mentors  |

By submitting an Entry to the Competition the Entrant(s) agrees to the following conditions:

## *Originality*

The Ideas, Entry and Plans submitted by the Entrant will be the original work of the Entrant(s) and their exploitation will not, to the best of the Entrant's knowledge infringe the intellectual property rights of any third party. Neither the Ideas nor the Entrant(s) is subject to any agreement or restriction which would prohibit or restrict the disclosure or submission of the Entry concerned to the Competition or exploitation of the Ideas in accordance with the Entry or Plan concerned.

## *Compliance*

The Entrants confirm that they have read the Guidelines and by signing this Disclaimer certify that our Entry complies with, and they agree to abide by, those Guidelines.

## *Liability*

We acknowledge that the Officials are volunteers, assisting with a student run, minimal entry fee, prize competition, and have no duty to provide any advice or service to any Entrant. In particular, but without limitation, any views expressed by Officials are their own opinions, given in good faith, and not those of Imperial College, its subsidiaries, or any other person or entity. Teaching is provided as teaching only (not advice) and is not a substitute for professional advice necessary to develop any idea into a commercial venture.

## *Understanding*

We understand that the Officials will take reasonable steps to keep Entries confidential, subject to the need to share and circulate information as necessary to facilitate smooth running of the Competition. We acknowledge and agree that legal protection of the intellectual property rights in any Entry beyond that provided by signature of the Judges NDA is the sole responsibility of the Entrants.

In consequence we understand and agree that, save in relation to personal injury or death caused by negligence or in respect of fraud or fraudulent misrepresentation, (a) no warranties are made in relation to the Competition or views expressed by or conduct of Officials; and that (b) neither the Officials nor IE nor its subsidiaries shall be liable for any damages or expenses of whatsoever nature and howsoever arising (and whether in contract, tort, negligence or for breach of statutory duty or misrepresentation) in connection with an Entry, the Competition or views given by Officials, including without limitation any indirect, incidental or consequential loss.

The Entrant/s agrees to respect, and protect, the confidentiality of any information disclosed by the other Entrant/s of the Competition.

## *E-Signature*

Each individual or team member by submitting an entry confirm having read and accepted the Terms&Conditions (including the NDA below)

# NDA for Entrants

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Imperial Entrepreneurs(IE)  
Imperial College London

## *CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT*

\_\_\_\_\_ (Team name; referred to herein as 'Team'), would like to participate in the 2009 IDEAS EMPOWERED Challenge (the "Competition(s)"). The purpose of the Competition(s) is to choose the best executive summaries and business plan entries and to foster entrepreneurial activities within the University and surrounding area.

I understand that in the course of my participation in the Competition(s) I may have access to executive summaries of business plans of entrants and the full business plans of the finalists (collectively "Plans"), whether in hard copy or electronic form. These plans may contain the ideas, inventions and concepts (collectively "Ideas") of entrants in the Competition(s). In the instance that such Plans and/or Ideas need to be disclosed to a third party not classified as Committee or Judge(s) (collectively 'Third Party(s),' e.g. a university Professor whose insight is sought in the assistance of making a final decision), it is required that the disclosing party sign a nondisclosure or similar agreement in content substantially similar to this Agreement, or otherwise will ensure that such party is bound to keep such Plans and/or Ideas confidential at a minimum to the extent set forth herein.

I understand that all intellectual and other property rights of all entrants will remain unaltered as a result of entering the Competition(s). I also understand that some of these Ideas or Plans may constitute trade secrets and that entrants may not have yet taken appropriate steps to patent or otherwise protect their Plans or Ideas. In consideration of my being accepted by Imperial college to participate in the Competition(s), I agree that for the benefit of IE, its subsidiaries and the individual entrants involved in the Competition(s) I will hold Plans and Ideas which I may receive in the course of the Competition(s) in strict confidence and will not copy, reveal, or disclose such Plans or Ideas to others and that I will not use any such Plans or Ideas for any purpose other than evaluating them with a view to submission of a joint entry with the owner of such Plans or Ideas concerned and, if agreed, the preparation and submission of such an entry. In particular I will not use them for my own benefit (other than through a joint entry with the owner of the Plan or Idea concerned) or the benefit of any organisation with which I am affiliated.

The above restrictions shall not apply to any Plans or Ideas which are in the public domain at the time of disclosure or become publicly known through no wrongful act of mine, are known to me at the time of disclosure or are independently developed by me, are used or disclosed in breach of such restrictions with the approval of the entrants involved, are furnished to a third party by the entrants without similar restrictions on the third party's rights, are received by me from a third party who has a lawful right to disclose them to me, or are to be disclosed pursuant to the requirement or request of a governmental agency provided that in such event I shall inform IE of the nature and extent of any disclosure so required.

The above restrictions will apply during the time that the Competition(s) is occurring and for a period of twelve (12) calendar months after the winners of the last of the Competitions are publicly announced.

I am pleased to support the Competition(s) and during my involvement with it I agree to abide by such other rules and guidelines which IE may reasonably impose.