

03. Feb. 2015

THE NORDIC INDEPENDENT LIVING CHALLENGE – TERMS & CONDITIONS

The Nordic Independent Living Challenge (the “Challenge”) is run by Norden Nordic Innovation (“Nordic Innovation”) with the assistance of the five Nordic capitals (“our partners”).

Please read these terms and conditions and any other guidance, presentation, competition rules, timeline and eligibility and assessment criteria for the Challenge carefully before registering or submitting an entry to the Challenge.

By registering or submitting an entry, you accept these terms and conditions and agree to comply with them. If you are registering or submitting an entry on behalf of an organisation or a team, you will be treated as the team leader and you undertake to be solely liable on behalf of the team for the obligations under these terms and conditions. All communication from Nordic Innovation regarding the entry will be made to the team leader.

References to “we”, “us” and “our” in these terms and conditions are references to Nordic Innovation and, where appropriate, our partners.

1. General terms and conditions for participation

- 1.1 The Competition Rules are available at www.realchallenge.info.
- 1.2 You can submit an entry to the Challenge from 5 February 2015 until 15 March 2015. Submissions to the Challenge and all information relating to your entry must be in one of the Scandinavian languages/English and must comply with all applicable provisions of the Competition Rules.
- 1.3 Entry to the competition is open for all interested parties; private companies, startups, health employees inside or outside the municipal organisations, end users, NGOs, professionals and interested individuals who want to compete in developing the best solutions to solving the challenge. Both individuals and companies may participate. The competition targets contestants in the Nordic region: Denmark, Finland, Iceland, Norway and Sweden (also including the Faroe Islands, Greenland and Åland). Companies participating in the Challenge must have a business ID from a Nordic country. Individuals must have personal identification number ("personnummer").
- 1.4 Individuals may cooperate and submit a joint entry. If an entry is submitted on behalf of a group (a "Team"), then the entry must identify one person as team leader and provide contact details of the team leader. The team leader shall have authority to bind the Team and shall enter into contracts (regarding financial support etc.) with Nordic Innovation on behalf of the Team.
- 1.5 Employees of Nordic Innovation or other individuals formally involved in supporting or organising the Challenge, members of the Challenge Committee, and their immediate families, are not eligible to participate in the Challenge.
- 1.6 You may participate in more than one entry provided that, if you are a member of any Team(s), you have the consent of all such team members to do so.
- 1.7 We will use the contact details provided to contact the team leader (as applicable) about the Challenge. All communication between us about the Challenge shall be in one of the Scandinavian languages/English. If you do not respond to any communication within 14 days, we may at our sole discretion, treat you (and your Team, if applicable) as having withdrawn from the Challenge.
- 1.8 We reserve the right at our sole discretion to refuse or disqualify any applicant or Team which in our reasonable opinion does not comply with these terms and conditions, the Competition Rules, or applicable law or if the entry deviates from the original entry. Please notify us in writing if you decide to withdraw from the Challenge for any reason. Similarly, if a Team is dissolved, Nordic Innovation reserves the right to disqualify the Team and to refuse individual team members from participating further in the Challenge.

- 1.9 In respect of third parties, you will be responsible for all your costs of entering and participating in the Challenge. Nordic Innovation, however, may provide you with interim financial support to cover such costs at the various stages of the Challenge (as described further in Clauses 2 and 3 below). Financial support from Nordic Innovation will be subject to terms and conditions and the team leader must enter into a contract with Nordic Innovation prior to receiving any payments. You recognise that there is no guarantee that you, or any participant, will win the prize and that participation is entirely at your own risk.
- 1.10 We reserve the right to vary the form or substance of the Challenge (including without limitation the Competition Rules, the criteria and requirements for success, these terms and conditions and any deadlines) as we deem appropriate in the circumstances, taking into account the aims of the Challenge. We shall use reasonable endeavours to notify all registered participants of any changes. If you are not happy with the changes, you should withdraw from the Challenge; your continued participation will indicate your agreement to any changes.
- 1.11 We also reserve the right at our sole discretion to suspend or terminate the Challenge if:
- a. funding for the Challenge is reduced materially or withdrawn by our partners or sponsors;
 - b. we determine in our reasonable opinion that the Challenge will no longer achieve its aims or is no longer relevant or useful; or
 - c. there are changes or developments outside our control that affect the Challenge (including without limitation changes to the law or in medical, technological or scientific knowledge).
- 1.12 No compensation will be paid to participants if the Challenge is changed, suspended or terminated by us in accordance with Clauses 1.10, 1.11 or 10 of these terms and conditions.

2. Interim financial support

- 2.1 You may receive financial support from us during the different stages of the Challenge (as defined below) to help develop your solution, such as financial support in respect of a concept analysis, business plan, test beds etc. Additional conditions, including an obligation to participate in the next phase, may apply to such support and will be specified on the launch of each financial support that we, at our sole discretion, choose to grant to participants.
- 2.2 Nordic Innovation will follow de minimis state aid rules. Participants that conduct economic activity (as per European state aid law) and receive financial support from Nordic Innovation must be prepared to be eligible for de minimis state aid under Regulation 1407/2013 or 360/2012 (de minimis Regulations). As a result, financial support of no more than EUR 200 000/ 500 000 shall be granted over a three-year period (that corresponds to three financial years) and participants that conduct economic activity are responsible for documenting that they are eligible for de minimis funding.

3. Award of Prize

- 3.1 The Challenge will run in four stages from February 2015 to June 2016. The first stage is the submission of ideas by 15 March 2015. Late entries will not be accepted and Nordic Innovation is not responsible for entries that are lost, damaged or late due to computer, network or telecommunications failure due to third party telephone or data networks.
- 3.2 Nordic Innovation will review and assess submissions. Nordic Innovation will invite the best proposals to a Nordic matchmaking event in Copenhagen for inspiration, knowledge exchange and for finding potential collaboration partners. The concepts will be further developed and participants must submit their revised concepts, including a concept sketch and an analysis of expected outcome and usability considerations, in the Concept Development Stage. Nordic Innovation, after a new selection round, will then invite a limited number of participants to participate in the Business Plan Development Stage. After a third selection round, finalists will be selected to test their concepts in the Nordic capital cities (the Testing Stage). The winners will be selected in the summer of 2016. Please refer to Nordic Innovation's timeline for the Challenge for further details of the stages and criteria for submissions.
- 3.3 We reserve the right to ask for additional evidence to support submissions and claims and to reject claims on the grounds set out in the Competition Rules. We will determine at our sole discretion the form and extent of assessment and testing for each entry, which may differ for individual entries.

- 3.4 The eligibility and assessment of any prize will be determined by the Challenge jury (the “Jury”) appointed by Nordic Innovation and Nordic Innovation following the process set out in the Competition Rules. Any decision by Nordic Innovation or the Jury about eligibility, assessment and award will be final and binding. Correspondence will not be entered into. The Jury or Nordic Innovation may decide at its sole discretion not to award the prize at all where in its reasonable opinion no entry satisfies the aims, criteria and requirements of the Challenge as described in the Competition Rules.
- 3.5 Nordic Innovation may provide the participants with financial support in the Concept Development Stage, the Business Plan Development Stage and the Testing Stage. In the Testing Stage, Nordic Innovation shall require that the finalists enter into a cooperation agreement with Nordic Innovation and that activities in this stage must be at least 50 % self-financed (either in form of working hours or direct funding).
- 3.6 The general prize is NOK 1 million. In addition, there is a cross-Nordic collaboration award of NOK 200 000 and a student award of NOK 100 000. Nordic Innovation will not stipulate that the winners comply with any formal conditions or use the prize for a particular purpose. The winners may decide at their own discretion how to use the prize.
- 3.7 The payment of the final prize must be authorised by Nordic Innovation. The awards will be paid in NOK within 90 days of announcement of the winners to a bank account in the name of the winner. Where the winner is a Team, the prize will be paid to the person responsible for submitting the entry pursuant to Clause 1.5 (team leader). We reserve the right to withhold payment in the case of a complaint or challenge to the Jury until such complaint or challenge is resolved. Winners will be responsible for payment of all taxes, bank transfer and other levies, costs and charges associated with payment to them of any prize and shall provide promptly any information requested by us in connection with reporting or assessment required by tax or other authorities in connection with the prize.

4. Your commitments to us

- 4.1 To participate in the Challenge, you must, and the team leader of a Team must ensure that each team member shall:
- a. satisfy the eligibility criteria throughout the Challenge;
 - b. ensure that all information submitted as part of the Challenge is true, accurate and complete to the best of your knowledge;
 - c. provide promptly any additional information we reasonably request and participate in assessment, testing, challenges and presentations which are part of the Challenge;

- d. obtain all authorisations, consents, licences and permissions necessary to: (i) submit and develop your solution as part of the Challenge; (ii) grant the rights granted to us under these terms and conditions (including without limitation those granted in paragraph 5.2 below); and (iii) if you win the prize, to develop and market your winning solution as proposed in your winning entry;
- e. use best endeavours not to infringe any intellectual property right, obligation of confidentiality or other third party rights or any contractual obligation in connection with participation in the Challenge;
- f. not attempt to undermine the Challenge, cheat, or behave in any way which is in our reasonable opinion unfair, disruptive, inappropriate or potentially dangerous, or which damages the reputation of Nordic Innovation or partners in the Challenge;
- g. comply with the rules of the Challenge;
- h. act lawfully, ethically and in good faith, and comply with all applicable laws, regulations, guidelines and codes of practice;
- i. comply with our reasonable instructions while participating in the Challenge.

5. Intellectual Property Rights

- 5.1 Except as set out in 6 below, as between you and us, you will retain all intellectual property rights in the results and materials (including but not limited to any data, know-how and information), generated by you while participating in the Challenge (the “Challenge IPR”) and no rights in Challenge IPR shall be transferred to us or our partners. You shall have sole responsibility at, your own cost, for filing, prosecuting, maintaining, defending and enforcing any Challenge IPR.

6. Information and Publicity

- 6.1 We will use information which you provide, including the personal details of you, and your Team members if applicable, to administer the Challenge. We may share those details with our partners and anyone helping us to administer the Challenge.
- 6.2 You must identify and notify to us in writing any confidential or sensitive information submitted during the course of the Challenge. We may share that information with our staff, partners, judges and anyone helping us to administer the Challenge, to the extent necessary to enable them to perform their duties in relation to the Challenge and subject to obligations of confidentiality, but shall otherwise use our best endeavours not to disclose that information to any third party and to adopt appropriate technical measures to prevent unauthorised access to that information.

- 6.3 We and our partners may carry out publicity and promotion for the Challenge, and publish our research and evaluation in relation to the Challenge. You (and your team, where applicable) agree to participate as required in events, blogs, filming and other publicity for the Challenge; and hereby consent to the use of:
- a. your names;
 - b. a summary of your entry (which shall contain no confidential information); and
 - c. photographs, film and/or sound recordings of your participation in the Challenge, in any such promotional material and/or publications in any media and online. All film, photos, sound recordings and other materials created by us shall belong to us and may be used, published and distributed by us without further permission from you or your Team.
- 6.4 Any public statements made by a participant in the Challenge about the Challenge, either during the Challenge or within twelve (12) months following the award of the prize, must acknowledge the support of Nordic Innovation and our partners. You must seek our prior approval for any significant publicity or promotional activity connected to the Challenge. Subject to this clause 6.4, you and your team (where applicable) shall not use the name, logo, trademarks or any other intellectual property of Nordic Innovation or its partners without prior written consent.

7. Notices

- 7.1 Any notice or other communication sent to Nordic Innovation in connection with these terms and conditions shall be in writing and sent to: Stensberggata 25, NO-0170 Oslo, and marked: "The Nordic Independent Living Challenge".

8. Exclusion and Limitation of Liability

- 8.1 To the extent permitted by applicable law, Nordic Innovation excludes all liability for any direct, indirect, incidental or consequential loss or damage, including without limitation, any costs, claims, taxes, charges or expenses, arising from your participation in the Challenge, including without limitation where these arise as a result of:
- a. Nordic Innovation exercising its rights to vary, suspend or terminate the Challenge;
 - b. your reliance on statements or advice given by us, our partners or contractors before, during or after the Challenge;
 - c. any breach of confidentiality, except where this is caused by our negligence or default.

- 8.2 Without prejudice to clause 8.1, Nordic Innovation's maximum aggregate liability to you or your Team (as applicable) in connection with the Challenge (if any) shall be limited to NOK 10 000.
- 8.3 Any physical materials or prototypes submitted to Nordic Innovation as part of your entry to the Challenge will be at your own risk. While we will use reasonable endeavours to keep safely, maintain and return any such materials or items, we cannot guarantee this.
- 8.4 Nordic Innovation is not responsible to any you or your team in the Challenge for the actions or statements of any other participant and is under no obligation to arbitrate disputes between participants, including in relation to confidentiality and ownership of intellectual property. Participants who are unable to resolve disputes between themselves may at Nordic Innovation's sole discretion be removed from the Challenge.
- 8.5 You shall indemnify and keep indemnified Nordic Innovation and our partners against all liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) suffered or incurred by us or our partners arising out of or in connection with any third party claim made against Nordic Innovation or any of its partners as a result of:
- a. any breach by you or any of your team members (if applicable) of paragraphs 3.5 and 4 of these terms and conditions; or
 - b. any actual or alleged infringement of a third party's intellectual property rights arising out of in connection with your conduct, performance or output (including your entry or proposed solution(s) to the challenge) during or after the Challenge; and
 - c. any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your conduct, performance or output in connection with the Challenge.

9. No Partnership or Agency

- 9.1 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between you (or your Team, if applicable) and Nordic Innovation, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10. Governing Law and Jurisdiction

- 10.1 These terms and conditions shall be governed by and interpreted in accordance with the laws of Norway and you hereby submit to the exclusive jurisdiction of the Norwegian courts. Without prejudice to the foregoing, where Nordic Innovation makes a complaints or independent review process available for disputes arising from the Challenge, you agree to pursue any claims or demands which you have against Nordic Innovation first through such process and to abide by the rules of such process.

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