

Shell Springboard Submission Contract governing the submission and evaluation of an application (“Contract”)

The Shell Springboard Submission Contract forms an important part of your application process and it is recommended that you read this contract in full before submitting your application.

This Shell Springboard website is owned by Shell U.K. Limited (“**Shell**”) and operated by a third party company on behalf of Shell (“**Website Operator**”). When you submit an idea through this site, you are submitting it to the Website Operator.

The terms of this Contract are as follows:

1. Shell Springboard has been established to help fund the development, by small and medium sized businesses in the UK, of innovative ideas to reduce carbon emissions.

2. This Contract comes into effect when you “click” to accept its terms

3. Criteria

3.1. Awards will be made to applications that, in the judges’ opinion:

- 3.1.1. will lead to carbon reductions;
- 3.1.2. are commercially viable; and
- 3.1.3. demonstrate one or more innovative elements.

4. Eligibility

4.1. Shell **will** accept applications from businesses set up as a sole trader, partnership, limited company or community interest company (including university or government spin-out companies) which:

- 4.1.1. have been established for a minimum of 3 months up to the application deadline;
- 4.1.2. have fewer than 250 employees and meet the EU definition of a Small and Medium Enterprise (SME); and
- 4.1.3. operate in the UK.

4.2. Shell **will not** accept applications from:

- 4.2.1. businesses which do not have a UK bank account in the name of their business at the time of application submission;
- 4.2.2. individuals under 18 years of age;
- 4.2.3. universities or public sector research institutes;
- 4.2.4. voluntary or charitable organisations;
- 4.2.5. local authorities, government agencies or other local, regional or national government bodies;
- 4.2.6. community organisations, unless set up formally as a community interest company;
- 4.2.7. an employee, or a member of the immediate family of an employee of, Shell or any Shell affiliate company; or
- 4.2.8. applicants who have previously won a Shell Springboard award, and who are applying to Shell Springboard again for the same business project.

5. Application process

- 5.1. All applications must be made via this form via this website. Only in exceptional circumstances will a paper submission be accepted. This should be agreed in writing, prior to making the submission, with the Shell Springboard team.
- 5.2. A maximum of one single-page document may be included with the on-line application. These could include diagrams or photographs, for example.
- 5.3. Any applications made without a properly completed application form will not be accepted.
- 5.4. Any illegible, or ineligible, submissions will be destroyed without review.
- 5.5. The application process opens on Monday, 26th September 2016 and the deadline is 5pm GMT on Friday, 28th October 2016.
- 5.6. Applications will not be reviewed until formally submitted by the applicant, by pressing the "Submit" button on their on-line application form.
- 5.7. Applications may be formally submitted at any time prior to the application deadline. Applications submitted after the application deadline, and applications which have not been formally submitted, are ineligible and will not be considered for an award.
- 5.8. All eligible submitted applications will be reviewed after the application deadline.
- 5.9. You are responsible for keeping your on-line application password confidential. You will need it to access your application form if you choose to save it part-completed and return to it later.
- 5.10. One business can submit more than one application, provided the carbon-saving business idea is different in each application.
- 5.11. If you submit more than one application for the same low-carbon business idea in the same year, only the most recently submitted version will be considered.
- 5.12. If you have been unsuccessful in previous years, you are eligible to apply for this year's programme.
- 5.13. Please note that we do not meet individuals or give any feedback on applications unless your business idea is shortlisted.
- 5.14. The assessors' and judges' decision is final and binding and there is strictly no appeal process available.
- 5.15. You must disclose if you have a prior relationship with any judge (once the identity is notified to you) by calling **0870 850 7085** and speaking to the Website Operator. You must not contact any Shell Springboard judge regarding your application, in advance, during or following the judging process itself.
- 5.16. You must not seek to contact Shell or the judges directly to discuss your application.

6. Changes to this Contract

- 6.1. Shell reserves the right to make changes and corrections to this Contract at any time, without notice or compensation. Any changes will be posted to this page and it is your responsibility as an applicant to ensure that you are aware of any such changes.
- 6.2. Shell may reasonably extend the closing date for applications or waive any of the terms of this Contract where a person might otherwise be disqualified (without obliging Shell to waive or amend the terms of this Contract in any other case whatsoever).

7. Funding

- 7.1. If you are granted funding, Shell shall pay you £40,000 in the case you are a finalist and £150,000 in the case you are the national winner (the “**Funding**”) within 4 weeks of the judges’ final assessment day in May 2017.
- 7.2. To the fullest extent permitted by applicable law (but not otherwise), Shell assumes no responsibility and is not liable for taxes, fees, supplements, charges or other costs which you may be required to pay at any time in connection with your application or Funding (save to the extent that Shell has expressly accepted responsibility therefore). This does not affect your statutory rights (if any).
- 7.3. Shell will not increase the Funding as a result of an overspend by you on your project.
- 7.4. Except in the case of sole traders, if the individual named on the key contacts part of the application form leaves your business during the award process, the Funding will be unaffected.

8. Use of your Funding

- 8.1. If you are successful you agree to spend your Funding on the project set out in your application. Material changes to your project cannot be made without prior written approval of Shell.
- 8.2. Where you recruit new employees using the Funding, you agree to conduct your recruitment process in a fair and open manner and without bias on the ground of race, sex, religion, marital status, age, disability or sexual orientation.
- 8.3. Shell may request verified accounts from you if Shell is concerned about the manner in which you are using the Funding or if it has concerns about your financial activities.
- 8.4. If you breach any of the terms of this clause 8, Shell may request that you immediately repay the entire Funding in full.

9. Protecting your ideas

9.1. THIS IS VERY IMPORTANT:

You accept that it is your responsibility to make sure that you are satisfied with the level of protection for your idea before you submit it to Shell, and to take your own legal advice on this. You are responsible for applying for patent protection in respect of your idea before submitting it to Shell if you consider patent protection appropriate. You understand that you may not be able later to apply for patent protection for an idea, which you have disclosed on a non-confidential basis. Please do not include more detail about your idea than you feel comfortable with or than is indicated in the application form, and if in any doubt leave it out.

However, you should note that, if insufficient detail is provided by you in the application form for the assessors and judges to make a proper assessment of your idea, you will not be contacted for further information and your application may be rejected.

- 9.2. You must take all reasonable and appropriate steps to minimise the risk of fraud, theft and corruption in your project. If you engage external auditors, you must ask them to report directly to Shell any suspected or actual fraud, theft or corruption identified by them on their examination of your affairs.

10. Freedom to disclose your idea

- 10.1. You are responsible for ensuring that your application contains only work produced by you and that it is the result of your business’s own effort and investment.
- 10.2. You will not upload, display or transmit via the Shell Springboard website any material which you know or ought reasonably to know is false, offensive, defamatory, threatening, obscene, unlawful or infringes the intellectual property or other rights of any third party, and you will not seek to disrupt, interfere with or restrict the use of the Shell Springboard website by any party

or send unsolicited e-mails to any e-mail address published on the Shell Springboard website, other than legitimate requests for information and guidance relating to the Shell Springboard competition to the mail@shellspringboard.org email address.

- 10.3. If you breach this clause 10 your application shall be automatically rejected. If your application is rejected on these grounds and Shell has already paid Funding to you, you shall on demand repay Shell the Funding in full.
- 10.4. If at any time you make an agreement with anyone else, in writing or verbally, about the development or use of your idea, then you must inform the Website Operator immediately by calling **0870 850 7085**.

11. Promotion and publicity

- 11.1. On receipt of your application the Website Operator may inform the Shell Administrators (refer to clause 12.2 for further details) that you have applied and disclose your contact details and your details of your application to them. Shell may contact you to request that your business details are used to promote Shell Springboard to other businesses. You are under no obligation to agree to your details being used in this manner and Shell agrees to obtain your prior consent before publishing your details. Please note that participation in such promotional activities does not guarantee that you will receive an award.
- 11.2. Shell uses the personal data you provide to consider your application. Shell will disclose your personal data to (i) Verco Advisory Services Ltd and (ii) judges involved in the Shell Springboard competition in respect of the Shell Springboard programme.
- 11.3. If you are awarded Funding you agree, without additional payment, to:
 - 11.3.1. cooperate with Shell in order to announce your success and the Funding awarded;
 - 11.3.2. the reasonable use of your details and photographs in Shell advertising, marketing or promotional material on Shell's websites or otherwise (Shell will try to obtain your prior consent before publishing such material);
 - 11.3.3. provide Shell with regular written updates about (i) how, and how much, of the Funding has been spent; (ii) material developments in the project and milestones reached; (iii) business challenges you have faced; and (iv) details of any publicity material produced or publicity received that references your Shell Springboard Funding.
- 11.4. If you are awarded Funding you agree to acknowledge Shell's Funding and use the Shell Springboard logo and other materials only in the form notified to you by Shell in any promotional materials you produce for the period of your business plan.
- 11.5. If you are awarded Funding you may be requested to participate in a regional or national judging panel in the two years following your award. As a judge you will be requested to enter into a confidentiality agreement.
- 11.6. Shell may send you information about other goods and services offered by Shell and/or by third parties (including companies in the Royal Dutch/Shell Group), which Shell believes may be of interest to you. You may be contacted by e-mail. If you do not wish to receive this information please inform the Shell Springboard team at mail@shellspringboard.org.

12. Shell's business activities

- 12.1. The reduction of carbon emissions is an important business objective at Shell and consequently Shell and the Shell group are continuously developing technology and exploring ideas to reduce carbon emissions.
- 12.2. A limited number of employees in the Shell group ("**Shell Administrators**") will be involved in the administration of, promotion of and publicity for Shell Springboard and may have access to your applications. In such circumstances these employees will be bound by obligations of confidentiality preventing them from disclosing your information to other Shell employees within the group.

- 12.3. Except for the Shell Administrators, Shell will not have access to your application and will not use your ideas to further its business objectives.
- 12.4. To protect your ideas, the application process will be managed by and the applications judged by independent third parties appointed by Shell. Except for the Shell Administrators, Shell's direct involvement in the process shall be restricted to the payment of Funding to successful applicants.
- 12.5. However, you accept that Shell or the Shell group may already be independently pursuing business opportunities, which are similar to, or the same as yours. Therefore, the submission of your application will not in any way preclude Shell or the Shell group from continuing its business activities in the area of carbon emissions nor place any obligation on Shell to account to you for any benefit derived from its activities.

13. Limitations of Liability

- 13.1. Shell gives no guarantee as to the outcome of your application.
- 13.2. Except as expressly set out in this Contract, all warranties, undertakings, conditions and terms, express or implied, whether by common law, statute, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, fitness for purpose, performance or suitability for purpose) in respect of the Shell Springboard or any other subject of this Contract are hereby excluded to the fullest extent permitted by law.
- 13.3. Nothing in this Contract shall exclude the liability of Shell to you for loss and damage arising from fraudulent misrepresentation or for death or personal injury resulting from its negligence or that of its employees.
- 13.4. Shell shall not be liable to you for any act or omission of the shortlist assessors and/or judging panel.
- 13.5. Shell shall not be liable to you under or in connection with this Contract for any indirect, economic or consequential loss or for any loss of profits, loss of business, loss of contracts, loss of use or loss of reputation.
- 13.6. Shell shall not be liable to you under or in connection with this Contract for any loss arising out of or from (i) difficulties you experience in submitting your application online or accessing the website; (ii) user errors; (iii) negligent use of the website; (iv) sharing of passwords leading to unauthorised access to applications; (v) your application being lost, delayed or damaged in the post; or (vi) non, late or damaged receipt of any claim for funding, notification or other communication.
- 13.7. The limit of Shell's liability to you in respect of all claims arising out of or from any breach by Shell of this Contract or the terms of the Shell Springboard Website is limited to the amount of Funding you have received.

14. This contract shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any dispute (whether in contract, tort or otherwise) arising out of or in connection with it.

- 14.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- 14.2. You shall not assign any of its rights or obligations arising from this Contract without the prior written consent of Shell.
- 14.3. This Contract and the sections of the Shell Springboard Website which describe the Shell Springboard awards, the application criteria and application process, and the winners' selection process, shall constitute the entire agreement between the parties and shall supersede all previous understandings, oral or written, between the parties with respect to the subject matter hereof. In the event of conflict between a provision of this Contract and a section of the Shell Springboard website, the provisions of this Contract shall prevail.