# Tech Nation - Programme Terms and Conditions

These terms and conditions ("**terms**") govern the terms of your application to and ongoing participation in the programme to which you are applying ("**Programme**").

These terms apply to all of our Programmes, and you should read them carefully before making your application. Applications to our Programmes can be made via www.technation.io ("**website**"), and you are accepting these terms, and agree to comply with them. SO, PLEASE READ THESE TERMS CAREFULLY BEFORE APPLYING TO A PROGRAMME.

There are additional terms on the website that apply on a programme by programme basis ("**Programme Specific Terms**"). For example, these will explain the benefits of the Programme, application criteria, charges and how long the Programme lasts. You should also ensure that you have read and understood those terms. In the event of conflict between these terms and the Programme Specific Terms, the Programme Specific Terms will take precedence.

Where we refer to "you" or "your" in these terms, we are referring to the applicant to our Programme whether a business or individual.

In these terms references to "our", "we" and "us" means Tech Nation Group Limited. We are the provider of the Programme, and are a company registered in England under registration number 8843778. Our registered office is at 20-22 Wenlock Road, London, N1 7GU.

These terms will be governed by and interpreted in accordance with English law, and we will both submit any and all disputes, howsoever arising (including in contract and tort) to the exclusive jurisdiction of the English courts.

## 1. Your application

- 1.1. To apply to become a member of the Programme, you and your business must meet the eligibility criteria at the time of your application, which are explained in the Programme Specific Terms.
- 1.2. All applications are non-transferable and are subject to the use restrictions set out in these terms.
- 1.3. To submit your application, you need to fill out the application form by clicking the link on the Programme specific page on the website. The website may direct you to a third party platform which we use to administer applications (e.g. YouNoodle). If this is the case, you will be bound by the terms and conditions and privacy policy of this third party provider. If you experience physical difficulties in completing the application via the website, please let us know and we will be happy to make reasonable adjustments to allow you to apply.
- 1.4. The application form contains certain information which we need in order to assess and review your application, so if you don't provide all of the required information then we will not be able to process your application. Some of the questions we ask will require you to provide aggregated information about your business. To the extent that this information consists of your personal data, by submitting your

application to the Programme you are agreeing to our use of that data in accordance with these terms and our privacy policy at <u>https://technation.io/privacy-policy/</u>.

- 1.5. By submitting an application to become a member of the Programme, you confirm that:
  - all information provided by you is true, accurate and complete in all material respects and you will notify us immediately of any material changes to the information submitted;
  - you don't have any actual or potential conflict of interest with us, or any of the Programme partners, affiliates or sponsors (including with their respective trustees, officers or employees), and if a conflict arises, you must inform us immediately and you acknowledge that we may then withdraw your application from the Programme;
  - you will act lawfully, ethically and in good faith and will comply fully with equality and anti-bribery legislation and with other applicable laws, regulations, guidelines and codes of practice, and will comply with our reasonable requirements, including in relation to health and safety and security, while attending events as part of the Programme; and
  - you are happy for your confidential information and data to be used in accordance with these terms.

### 2. What happens after you apply?

- 2.1. We will assess your application and decide whether or not to accept your application to the Programme. Our decisions as to who to accept onto the Programme are at all times final. As a general rule we do not provide individual feedback on applications.
- 2.2. We may work with a pool of assessors and advisors when deciding who to shortlist and who to accept onto the Programme, and so your information may be passed to them in order to review and evaluate your application.
- 2.3. If you suspect at any time that anyone other than you has obtained access to your user identification code or password, you must notify us as soon as possible.

## 3. How can we withdraw you from the Programme or change the Programme?

- 3.1. We do not make any warranty about the accuracy or completeness of the information provided by us about, or provided via, the Programme.
- 3.2. We may vary, suspend or withdraw the Programme at any time; including by changing deadlines, changing the content, times and format of events, meet-ups and workshops or any other part of the Programme. This is particularly the case where an event is based on attendance by particular partners or associates or at particular locations and either the location or individuals are no longer available.
- 3.3. We may withdraw your application or membership of the Programme at any time:

- 3.3.1. if you breach these terms;
- 3.3.2. if you fail to participate fully in the Programme;
- 3.3.3. in the event of an actual or potential conflict of interest;
- 3.3.4. if your company appoints an administrator or a receiver or goes into liquidation; or
- 3.3.5. your company or any Director in the company is found to have been involved in any criminal activity.
- 3.4. Not all Programmes have prizes, but if a Programme does have a prize, the prizes available as part of the Programme are listed in the Programme Specific Terms, but, because they are offered by third party partners and associates, they are subject to change, whether by being withdrawn, varied or replaced, at any time throughout the Programme.
- 3.5. All prizes are optional, and you are free to decide not to take up a particular prize at your discretion.
- 3.6. Please note that some of the prizes awarded as part of the Programme may be subject to a requirement for you to agree to separate terms and conditions with the partner or associate who is offering the prize. Any dispute about a prize should be resolved between you and the partner or associate offering the prize, though you should let us know if this happens, and we will help if we can.

## 4. Events and additional services

- 4.1. As part of your membership of the Programme we may from time to time invite you to our events (for example our breakfast meetups, conferences, pitch events etc.). Our events may be advertised via social media channels, our websites or by emails. However, all bookings for events are handled exclusively through Eventbrite. Attendees will not necessarily need to be members in order to attend events.
- 4.2. For some of our events we will charge a fee for attendance. Any fees will be explained at the point of booking and collected via Eventbrite.
- 4.3. Some of the events we run will involve you being introduced to entrepreneurs in residence, coaches, advisors, partners and trainers. Please note that we do not provide any endorsement or recommendation in relation to services offered by these third parties.
- 4.4. Any decision that you or your business makes to engage with these third parties for the provision of services is solely a decision for you, and your business to take, and may be subject to separate retainers between you and those individuals or their firms.

#### 5. Your interaction with other members of the Programme

5.1. When using any interactive features of the Programme, in particular when making contact with, interacting or corresponding with other members of the Network, and third parties you shall:

- 5.1.1. not knowingly transmit any data, or send or upload any material that contains viruses, Trojans, worms, spyware, adware, logic bombs or other material that is malicious or technologically harmful;
- 5.1.2. impersonate any person or misrepresent your identity or affiliation with any other person, contain any advertising or promote any services or web links to other sites.
- 5.1.3. not make any contribution which:
  - 5.1.3.1. is defamatory; obscene; offensive, hateful or inflammatory; sexually explicit; promotes violence; promotes discrimination;
  - 5.1.3.2. infringes a third party's intellectual property, breaches any duty of confidence;
  - 5.1.3.3. promotes any illegal activity; threatens or abuses or invades another's privacy; is likely to harass, upset, embarrass or alarm any other person;
- 5.2. Failure to comply with the above may result in immediate, temporary or permanent withdrawal of your membership of the Network.
- 5.3. If you wish to complain about information, content or materials uploaded by another member, please contact us at <u>privacy@technation.io</u>

#### 6. How will we use your information?

- 6.1. We will use the information which you provide to us, including all information in your application form and supporting documentation, contact details for your staff, and details of your business as follows:
  - to administer the Programme and to carry out evaluation and research;
  - we may share your information within our organisation, so that we can let you know about our other related programmes, events and activities that may be of interest and opportunity to you;
  - to publish research and evaluation in relation to the Programme, provided that where we publish research we will only use information on an anonymised and aggregated basis (for example we will not publish information that identifies you and your turnover, profit, or number of employees, but we might talk about average growth or expansion of businesses in your geographic location or industry based on that underlying information);
  - we may share your publically available contact details and basic information about your business (for example what it does and where you are based) with our programme sponsors. However, we will not share any sensitive commercial information with these sponsors or anyone else helping us to run or evaluate the Programme, such as third parties, assessors, and coaches without your consent;

- on an internal basis only, for any and all other purposes in relation to the furtherance of our business and its objectives.
- 6.2. Your information may be used for the purposes set out in section 6.1 before, during and after the period of your membership of the Programme.
- 6.3. The security of your information is important to us. We will adopt appropriate technical measures to prevent unauthorised access to that information and to ensure that only those persons that need to see your information will have access to it. We will ask our assessors, partners, coaches and mentors and other third parties to abide by and implement similar security measures in respect of your information.

#### 7. <u>Websites and services we link to</u>

The Programme may contain links to other sites and resources provided by third parties, which are provided for information purposes only. Any links should not be interpreted as approval by us of those linked websites or information you obtain from them. We have no control over these sites or resources.

#### 8. Confidential information

- 8.1. You acknowledge that if you provide us with commercially sensitive or confidential information, this information may be used in accordance with these terms. However, you should recognise that the best way to protect your confidential and sensitive information is to only disclose the information necessary for use of the Network.
- 8.2. All information and discussions within the Programme are intended for broadcast within the Programme only, and you shall not republish or disseminate any content, videos, offers, features or posts without our permission, unless required to do so by law.

#### 9. **Publicity and Logos**

- 9.1. We may from time to time require you to provide us with a copy of your business logo ("**your logo**").
- 9.2. We will be entitled to use your logo, together with basic information about your business, including the business name, a brief synopsis of your business, and names of your key officers and senior managers for the purposes of marketing and promoting the Network, and in published research and evaluation papers, in both online and offline mediums, including for the promotion of our other programmes, and future editions/replacements of the Programme.
- 9.3. We may ask you to provide quotations, and participate in video interviews as part of the Programme, and where you are asked to do so you will, as a condition of your membership of the Programme, be required to participate. In this respect, we will be entitled to use and edit this content for the purposes of internal and external promotion of the Programme as we see fit.
- 9.4. We may from time to time, whether during your period of membership of the Programme, or after its completion, require you to place any of our logos on a

prominent section of your website, in order to assist us in raising awareness of the Programme.

### 10. Our liability

- 10.1. We our partners, affiliates and sponsors will not be liable to you, your partners or anyone else in respect of any loss of profit, loss of revenue, loss of business, damage to reputation or goodwill, economic loss, or loss of opportunity (in each case whether direct or indirect), or for any indirect or consequential losses, arising as a result of your application or participation in the Programme or as a result of any breach by us of these terms or any reliance by you on any statement made or advice given by us, our assessors, mentors, coaches, partners or contractors.
- 10.2. Without prejudice to section 10.1 above, our maximum liability to you or anyone else under these terms (if any) will be limited to £500. Nothing in these terms and conditions shall exclude or limit our liability to the extent prohibited by law, including in relation to death or personal injury caused by our negligence or fraudulent misrepresentation.