

GeoVation Challenge Competition Terms

1 Definitions and interpretations

Expression	Meaning
Award	means a sum of money awarded to a winner, for the sole purpose of developing their Idea under the Awards Contract, as further detailed in Clause 9.
Awards Contract	means a contract with Ordnance Survey or its GeoVation Partners under which the Award is payable subject to the winner's compliance with its terms, which will include the requirement to develop the Idea in accordance with the Venture Plan.
Community Award	means an Award of £1 000 for the most popular idea, voted for by other Entrants attending the Showcase, which may be awarded separately or along with any other Award.
Entrant	means someone who has posted an Idea and meets the eligibility criteria set out in these terms and conditions.
Finalist	means an Entrant who has been selected to pitch their Idea at the Showcase.
GeoVation Camp	means a weekend workshop held at a venue in Southampton at which Entrants are encouraged to develop their Ideas.
GeoVation Partners	means any organisation involved in the administration and support of the GeoVation Challenge, including any third party organisation providing Awards funding.
Idea	means an idea for an application, product or service posted on a GeoVation Challenge Forum in response to a Theme (whether expressed in one individual post or comprising several posts in one or more forum threads).
Idea Owner	means an Entrant who has been selected to develop their idea at the GeoVation Camp.
Intellectual Property Rights	means any copyright and related rights, database rights, trade marks and trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, patents, rights to inventions, unfair competition rights, rights in designs, rights in computer software, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
Judging Criteria	means the criteria set out at sections 6.1 and 7.6, together with any further guidelines posted on the Website.
Judging Panel	means an independent judging panel appointed by Ordnance Survey (which may include a judge representing Ordnance Survey).

Ordnance Survey, we, or us	means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, whose principal place of business is at Explorer House, Adanac Park, SOUTHAMPTON, SO16 0AS.
Selected Idea	means an Idea which is selected by the Judging Panel to be developed further at the GeoVation Camp.
Showcase	means an event held in Southampton on 20 June 2012 at which Finalists pitch their Ideas.
Theme	means a GeoVation competition theme specified in Clause 5.
Venture Plan	means a document setting out plans for the development of an Idea (using the format supplied by us) and including, among other information, an expenditure plan setting out full details of how an Award would be used.
Website	means the GeoVation website at www.geovation.org.uk and related pages at https://challenge.geovation.org.uk

2 The GeoVation Challenge

- 2.1 The GeoVation Challenge is to promote, encourage and support the development of innovative applications, products and services that use geographical information to create social, educational, economic and environmental benefit. It aims to provide seed financial funding to a number of ideas which show the most potential to be developed into sustainable ventures.
- 2.2 The GeoVation Challenge is promoted and administered by Ordnance Survey. If you have any questions about the GeoVation Challenge or these Competition Terms, you may contact us at champions@geovation.org.uk or by post at GeoVation, Ordnance Survey, Explorer House, Adanac Park, SOUTHAMPTON, SO16 0AS.

3 Eligibility

- 3.1 The GeoVation Challenge is open to UK-based organisations and UK residents aged 18 or over.
- 3.2 To take part you must register on the GeoVation Challenge website. In doing so you agree to the terms of the Privacy Policy, the Website Terms, and these Competition Terms.
- 3.3 To be eligible for an Award neither you nor any member of your team must be an employee or sub-contractor of Ordnance Survey or the GeoVation Partners, be involved in the administration of the GeoVation Challenge, have been declared bankrupt or have been disqualified from being a director of a company.
- 3.4 Subject to the criteria above, the author of any Idea which has been posted on the Website after the announcement of the Theme and before the relevant deadline indicated at Clause 5 below is automatically entered into the GeoVation Challenge. Ordnance Survey cannot be responsible for any delay or breakdown in communications resulting in your Idea not being present on the Website by the deadline.

4 Ideas and Intellectual Property

- 4.1 There is no restriction on the number of Ideas you may post.
- 4.2 You warrant to Ordnance Survey and its GeoVation Partners that you own any Intellectual Property Rights in your Idea or have any necessary authorisations from the owners of any Intellectual Property Rights subsisting in your Idea to enter it into the GeoVation Challenge.
- 4.3 If using licensed mapping data, you must comply with any licensing terms to which the data is subject.

- 4.4 By sharing ideas on the Website, you are allowing others to see your Ideas, to comment on your Ideas and potentially develop your Ideas. You should ensure that you are happy to share the information you reveal, and in particular must ensure that it is not confidential, commercially sensitive, or subject to third party Intellectual Property Rights. There are circumstances in which your publication of an Idea may prevent you from obtaining protection for related Intellectual Property Rights. We are not responsible for the actions of any third party in relation to your Idea. We suggest you seek your own legal advice if you are concerned about these issues.
- 4.5 Neither Ordnance Survey nor its GeoVation Partners claim ownership of Intellectual Property Rights in your Ideas. However, by submitting or posting any content on the Website, you hereby grant a non-exclusive, perpetual, irrevocable, royalty free, worldwide licence:
- i) to Ordnance Survey and its GeoVation Partners to use, copy, edit, alter, reproduce, publish, broadcast and distribute the whole or any part of the content for and in connection with the operation of the Website and the GeoVation Challenge (including for related publicity purposes); and
 - ii) to all Website users to view, use, download and print copies of the whole or any part of the content for their own personal use and any use in connection with the GeoVation Challenge, including the discussion and development of further Ideas (including where based on your Idea).
- 4.6 To the extent that you own any Intellectual Property Rights in an Idea jointly with one or more parties, you shall release Ordnance Survey and its GeoVation Partners from any and all claims, demands and damages arising from or in connection with the ownership or use of such Intellectual Property Rights.

5 Themes

- 5.1 The Themes, deadline, and the date of that Theme's GeoVation Camp and Showcase are shown below.

Theme	Deadline	GeoVation Camp	Showcase
How Can We Transform Neighbourhoods in Britain Together?	28 March 2012	18 – 20 May 2012	20 June 2012

6 Initial Selection of Ideas

- 6.1 Following the Deadline for each Theme, a Judging Panel will select a number of Ideas for further development at the GeoVation Camp (each a **Selected Idea**). The number of Ideas selected at this stage is subject to the number and quality of entries, but is expected to be no less than 8. In addition to any further guidelines posted on the Website, the judges will select Ideas which:

- effectively address the problem posed by the Theme;
- use geographical information from Ordnance Survey as a core and irreplaceable component;
- are likely to result in social, educational or environmental benefit;
- are genuinely innovative and not currently available in the market;
- show potential for development into a commercially sustainable venture;
- make effective use of technology and good design.

The Judging Panel will also take your involvement in the process and enthusiasm into account.

- 6.2 The Entrant responsible for each Selected Idea (the **Idea Owner**) will be invited to attend a GeoVation Camp. An Idea Owner, or nominated representative, must be able to attend in order to be chosen as a Finalist or considered for an Award. If unable or unwilling to attend, and unable to nominate a representative, the Judging Panel may select an alternative Idea, or an alternative Entrant who has contributed to the Selected Idea.

- 6.3 Idea Owners will be informed of their invitation to the GeoVation Camp by email to the address they have provided no later than two weeks before the GeoVation Camp takes place. The names of these Idea Owners will be posted on the Website.
- 6.4 If more than one Entrant has contributed to the development of a Selected Idea, the Judging Panel may, at its discretion, select (1) the Entrant they consider to be the originator of the Idea (which may not necessarily be the Entrant who posted the initial thread on which the Idea appears); and/or (2) the Entrant(s) they feel has contributed most usefully to the development of the Idea.
- 6.5 If two or more Entrants have posted Ideas which are identical or very similar and which are under consideration for selection, the Judging Panel may, at its discretion, invite those Entrants to agree to take forward one of the Ideas as a team, or alternatively may select one Idea from amongst the similar Ideas by taking into account when the Idea was first posted, the contribution of each relevant Entrant, and the stage of development of the Ideas.
- 6.6 If the same Entrant would otherwise be an Idea Owner in respect of more than one Selected Idea, the Judging Panel reserves the right to request the Entrant to choose to be the Idea Owner for only one of the Ideas.
- 6.7 In addition to the Idea Owner, other Entrants whom the Judging Panel considers have contributed to the Selected Idea may also be invited to a GeoVation Camp.

7 GeoVation Camp

- 7.1 Each Idea Owner will be invited to attend the GeoVation Camp for that Theme. This is a weekend workshop held in Southampton at which Entrants are encouraged to develop their Ideas.
- 7.2 If the Idea Owner is unable to attend the GeoVation Camp, the Idea Owner may nominate a representative to attend in their place.
- 7.3 Each Idea Owner may be invited to attend the GeoVation Camp as a team with a limited number of other Entrants or supporters.
- 7.4 In addition to the Idea Owners and team members, other parties may be invited to the GeoVation Camp to enable involvement in the development of the Selected Ideas.
- 7.5 Attendees are responsible for all costs related to their attendance at a GeoVation Camp, including transport and accommodation.
- 7.6 At the end of each GeoVation Camp, the Judging Panel will select those Idea Owners who have demonstrated the concepts and prototypes that appear to the Judging Panel, at its discretion, to have the most potential for further development. The number selected is subject to the number and quality of entries, but is expected to be no less than 4. In addition to the Initial Selection Criteria set out above, this will include an assessment of:
- how you would overcome practical obstacles to implementing the venture;
 - what value your solution will deliver to the customer;
 - how you would measure and demonstrate success;
 - commercial viability, including how you have taken business planning factors into account.

8 Final Stage

- 8.1 In order to be eligible for an Award, each Finalist will be required to:
- a) produce a Venture Plan; and
 - b) attend and present at the Showcase event to be held in Southampton on 20 June 2012 (alternatively, a representative chosen by the Finalist may attend on their behalf).
- 8.2 At the Showcase, each Finalist will pitch their Idea to the Judging Panel in a short presentation, including a question and answer session with the audience.

- 8.3 The Showcase is attended by a variety of participants and stakeholders, and accordingly Finalists waive any confidentiality in any parts of the Venture Plan they disclose at the Showcase.
- 8.4 The Community Award will be decided by a vote of other entrants and team members attending the Showcase, and awarded to the Finalist receiving the highest number of first place votes. In the event of a tie, the award may be divided accordingly.
- 8.5 Each Finalist will only be judged against the other Finalists within their Theme.
- 8.6 Attendees are responsible for all costs related to their attendance at the Showcase, including transport and accommodation.

9 Awards

9.1 The Awards for each Theme are as follows:

- a) 1 x £40 000 for an overall winner;
- b) 3 x £25 000 for runners up;
- c) 1 x £1 000 Community Award.

These are Ordnance Survey-funded awards, available only for Ideas using Ordnance Survey data products in their implementation (including any use of OS OpenData).

- 9.2 We may increase the amount and number of the awards, or introduce additional awards, at our discretion.
- 9.3 Awards may, at our discretion, be paid in instalments. The first instalment will usually be paid to each Award winner within one month of the Showcase, but payments are subject to the terms of the Award Contract referred to in Clause 10.
- 9.4 Awards must be used to fund the winning Idea, according to the Venture Plan and the Awards Contract, and Award winners must keep Ordnance Survey (and, where requested, its GeoVation Partners) reasonably informed of the development of their Idea, which may include submitting written details of expenditure.
- 9.5 If Ordnance Survey or any GeoVation Partner providing funding for a relevant Award reasonably considers that the Finalist is not using the Award to invest in and fund the development of the Idea, it reserves the right to require repayment of the Award and to refrain from paying any further instalments.
- 9.6 You are responsible for any tax consequences of the payment of an Award to you.

10 Awards Contracts

- 10.1 The payment of an Award to a Finalist is conditional on the Finalist's willingness and commitment to engage with Ordnance Survey and GeoVation Partners to ensure that Awards are invested with the aim of fulfilling the potential of an Idea.
- 10.2 Each Award winner will be required to agree to the terms of an Award Contract, under which the Award will be payable subject to the winner's compliance with its terms.
- 10.3 Each Award winner will be required to make full details of its Idea and Venture Plan available to Ordnance Survey and its GeoVation Partners, and provide updates to them on its development of the Idea, including expenditure.
- 10.4 Payment of the instalments of an Award shall be subject to the Award winner demonstrating to the satisfaction of Ordnance Survey and its GeoVation Partners that it is using the Award according to the Award Contract and the Venture Plan.
- 10.5 GeoVation Partners shall have the same rights as Ordnance Survey to rely on these Competition Terms in the administration of the Awards.

11 General

- 11.1 You agree to participate in any reasonable publicity arising from the GeoVation Challenge, and you agree to allow Ordnance Survey to use your name and photograph for such purposes.
- 11.2 You agree that we may use any personal information you provide to us via the Website or as part of your Idea or Venture Plan for the purposes of administering the GeoVation Challenge (which shall include providing your personal information to any third parties where necessary to organise and administer your attendance at the GeoVation Camp and Showcase), and to GeoVation Partners for use in relation to the GeoVation Challenge, in accordance with our Privacy Policy.
- 11.3 Exceptionally, if in the reasonable opinion of the Judging Panel the entries are of insufficient quality or number to sustain the GeoVation Challenge, or if events outside our (or a GeoVation Partner's) control prevent us or a GeoVation Partner from offering the Awards, we reserve the right not to make any or all of the Awards and to cancel the GeoVation Camps without liability to any Entrant.
- 11.4 You should save a copy of your Idea and if you are a finalist you should save any copy of your Venture Plan for your own records. We are not liable for the safekeeping of any content you post online.
- 11.5 To the maximum extent permitted by law, neither we nor any other party involved in the GeoVation Challenge, including our GeoVation Partners, accept liability to any Entrant for any loss or damage arising in relation to the GeoVation Challenge.
- 11.6 Entrants are responsible for all costs and expenses they incur during the course of the GeoVation Challenge.
- 11.7 The Judging Panel may use its discretion in choosing Idea Owners, Finalists and Award winners, and its decision is final.
- 11.8 In the event of a dispute, these Competition Terms shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.