

## Norton Rose Fulbright Insurathon 2021 – Terms and Conditions

- 1 Thank you for your interest in participating in Insurathon 2021, organised and supported by Norton Rose Fulbright LLP (**NRF**), an event being held on 25 November 2021 (the **Insurathon Event**) at the London offices of NRF.
- 2 This document sets out the terms and conditions which govern your application for and (if applicable) participation in the Insurathon Event as a business entering our pitch competition. By applying for a place at the Insurathon Event, you will agree to be bound by these terms and conditions.
- 3 Prior to the shortlist for the Insurathon Event being finalised by NRF, you may be asked to join attend a call to assist the Insurathon Event organisers to better understand your business and respond to any queries on your application.
- 4 Entrants who are successful in being shortlisted for the Insurathon Event will be contacted by NRF in writing prior to the Insurathon Event to confirm their place. There is no obligation on NRF whatsoever to select any entrant regardless of publicised entry criteria.
- 5 The Insurathon Event is a competition where InsurTech start-ups and scale ups can compete in a closed doors pitch event where at the judges' discretion, the following prizes may be awarded:
  - (a) up to £25,000 of English legal and regulatory advice from NRF;
  - (b) a potential opportunity of funding support from NRF of up to £25,000 at the sole option of NRF, subject to contract due diligence and Norton Rose Fulbright Investment Committee approval (acting in their absolute discretion).
- 6 The pitches will be made to a panel of judges comprising NRF partners and experts who will determine the winner(s) of the prize(s). The judges' decision is final. Only persons from NRF and persons engaged by NRF in relation to the organisation of the event will be able to observe the pitches. Notwithstanding this, by participating you accept that any information presented as part of a pitch will not be subject to any confidentiality restrictions. NRF will not be liable in respect of any loss arising out of or in connection with information disclosed as part of the Insurathon Event.
- 7 The prizes set out in paragraph 5 may, at the absolute discretion of the NRF judging panel, either be awarded to one entrant alone or they may be split between entrants. In the event that a split prize is awarded, the amounts bestowed shall be decided by the judging panel in their absolute discretion.
- 8 There shall be no commitment on NRF to award the prize(s) set out in paragraph 5 above. Any prize may be awarded on a conditional basis, including conditions relating to contract, financial and legal due diligence and NRF Investment Committee approval. Prizes that are ultimately awarded may therefore not be awarded and/or announced on the day of the Insurathon Event.
- 9 The judges will determine the overall designations of winners and how prizes shall be allocated. You acknowledge that there is no guarantee of winning. The prizes on offer may be awarded to more than one entrant or to no entrants at all. The prizes are non-negotiable, there is no cash equivalent and any prize cannot be transferred to another entity.
- 10 Given the nature of the business of entrants and the eventual winner(s) of prizes is unknown at this stage and therefore the nature of any project that would require support is also unknown, you acknowledge that NRF makes no commitment to work on any project as a result of you participating in the Insurathon Event.
- 11 NRF may partner with any entrant, irrespective of whether or not it is a winner.

- 12 The winner(s) of the Insurathon Event will be required to sign a letter of engagement that will govern the terms applicable to any terms of engagement or relationship with NRF after the Insurathon Event.
- 13 As part of your application, entrants must disclose what other partners and/or investors they may have that could influence or impact the relationship between NRF and the entrant going forward or which the panel of judges, in their sole discretion, might otherwise consider relevant in selecting the winner(s).
- 14 Data Protection: You consent to NRF using and processing your personal data for the purpose of organising and running the Insurathon Event and the publishing, promoting and sharing of any materials provided by you. In so doing you acknowledge that your personal data may be transferred to locations around the world (including outside of the EEA) and made publicly available as described above and you hereby give your express consent for this.
- 15 Amendments: NRF reserves the right to amend or cancel the competition at any stage and for any reason. NRF retains the right to hold void, cancel or amend the competition and/or any prizes for any reason, at their sole discretion.
- 16 Publicity: You authorise NRF to publish all photographs, images, recordings, screenshots and videos taken at the Insurathon Event on any media and in any format for advertising or promotional purposes, including but not limited to on our website and in all press releases, advertising material or commercial brochures. NRF shall have the right to publish details of each entrant and a description of their business.
- 17 Each winner agrees that they will participate in and their name and image may be used for promotional internal and external communications in relation to the prizes and in any media. Any explicit requirements around promotional activities will be set out in a letter of engagement that will govern the relationship the winner may have with NRF after the Insurathon Event.
- 18 Confidentiality: You will keep any information that you learn about NRF during or as a result of your participation in the Insurathon Event confidential (**Confidential Information**). You will only use the Confidential Information as required to participate in the Insurathon Event or comply with these terms and conditions. Confidential Information includes, but is not limited to, any information about NRF products, IT systems or software code. Confidential Information does not include any information which is publically available or which you already knew.
- 19 Intellectual Property: The Insurathon brand and derivations of it will remain the property of NRF and cannot be used by any party without NRF's written consent. You agree and confirm that all material presented by you at the Insurathon Event is your own work. By taking part in the Insurathon Event, you grant us your consent on a worldwide, non-exclusive, irrevocable, perpetual, royalty-free, transferable licence (with right to sub-license) basis to use, host, store, reproduce, edit, cut, translate, create derivative works, publish, distribute and communicate materials you present at the Insurathon Event in part or as a whole in any and all media including any social media channels such as the NRF Twitter and Facebook accounts, whether now known or hereafter developed, without payment or liability to you. If you do not agree to the materials you present at the Insurathon Event being distributed and communicated on a social media site you must let us know at the time of entry by contacting [insurtech@nortonrosefulbright.com](mailto:insurtech@nortonrosefulbright.com). You represent and warrant to us that (i) you have the right, including through obtaining all relevant permissions, to submit the materials you present at the Insurathon Event and give the above consent, (ii) the materials you present at the Insurathon Event do not infringe any third party's rights including intellectual property and data privacy rights, and (iii) the materials you present at the Insurathon Event are not hateful, defamatory, discriminatory or do not constitute a breach of confidence or any law or which it is unlawful for you to possess in the country in which you are resident, or which it would be unlawful for us to use or to hold. You agree that NRF may disclose your identity to any third party who claims that any materials you uploaded at the Insurathon Event infringes their rights. By taking part in the Insurathon Event, you agree to irrevocably waive to the extent permissible at law any moral rights in the materials you present at the Insurathon Event arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws of any jurisdiction.

- 20 Status of Norton Rose Fulbright: In this terms and conditions Norton Rose Fulbright means the Norton Rose Fulbright Verein, the member firms of the Norton Rose Fulbright Verein (Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa Inc, Norton Rose Fulbright US LLP), and Norton Rose Fulbright Development Holdings Limited, Norton Rose Fulbright Australia Services Pty Ltd, Services OR LP/SEC a limited partnership established in Canada, and in every case their respective affiliates or subsidiaries. NRF will only formally take on as clients those firm(s) that win the NRF prize in the Insurathon Event and entrants will not be on-boarded as a client of NRF until we have received relevant know your client documentation from you. At such time NRF would enter into a formal engagement letter with you including information NRF is required to provide by our regulatory body, the Solicitors Regulation Authority. This will also include Norton Rose Fulbright's Standard Terms which are available on our website - <http://www.nortonrosefulbright.com/> - and Additional Terms that are relevant to this office. NRF will not be acting in any capacity as legal advisors in connection with the Insurathon Event. Any opinions expressed or advice provided during the Insurathon Event, even those given by NRF employees, is provided by the individuals themselves and neither NRF nor any other constituent parts of Norton Rose Fulbright shall accept or be liable for any loss or damage arising out of or in connection with any reliance on any such advice or opinions. You acknowledge that your participation in the Insurathon Event is not an endorsement by NRF of any of the ideas, concepts or content presented at the Insurathon Event.
- 21 Limitation of liability: Norton Rose Fulbright will not accept any liability in respect of your participation in the Insurathon Event, including without limitation in relation to advice provided by other persons, disclosure of intellectual property, confidential information and/or sensitive commercial information. Each entrant agrees that Norton Rose Fulbright, their partners, members, directors and employees shall not be liable for any loss, damage, delay or injury whatsoever, including any loss of expectation arising from the prizes not proceeding as anticipated (whether direct, indirect, consequential or future and whether or not reasonably foreseeable, contemplatable or actually contemplated by the parties) sustained by the entrant arising out of or in any way connected with the competition or the prizes, with the exception that Norton Rose Fulbright does not purport to exclude liability in respect of (i) death or personal injury as a result of any negligence; (ii) fraud or fraudulent statements; and (iii) any other liability which cannot be excluded or limited under applicable law. Each entrant agrees that to the extent any liability or obligation of Norton Rose Fulbright is expressed to be limited or excluded pursuant to the provisions of these terms and conditions, such limitations or exclusions shall to the extent permitted by applicable law or regulation, also apply to any and all other entities of Norton Rose Fulbright.
- 22 Only you or NRF will be able to enforce rights or benefits under these terms and conditions. No one else will have any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to do so.
- 23 A waiver of any right or remedy under the terms and conditions or at law is only effective if given by notice. No failure or delay by you or NRF to exercise any right or remedy provided under the terms and conditions or at law will constitute a waiver of that or any other right or remedy.
- 24 Nothing in these terms and conditions will be construed as constituting a partnership between you and NRF nor, except as expressly provided, will it constitute, or be deemed to constitute, that you or us is the agent of the other for any purpose or authorise either you or us to enter into any commitments for or on behalf of the other.
- 25 If any provision of these terms and conditions is or becomes invalid, illegal or unenforceable in any jurisdiction in connection with its performance, such provision will be deemed deleted to the minimum extent necessary in the relevant jurisdiction (which can include deleting only part of the relevant provision).
- 26 These terms and conditions are governed by the laws of England and entrants to the competition submit to the exclusive jurisdiction of the English courts in connection with any and all disputes arising from them.

