

# Ellen MacArthur Foundation – The New Plastics Economy Innovation Prize Circular Design Challenge

## OFFICIAL RULES

### 1. LEGAL TERMS:

By submitting an Entry (as defined herein) to the Ellen MacArthur's Foundation's Circular Design Challenge (the "**Competition**"), you are agreeing to be bound by the following legal terms ("**Official Rules**") which constitute a binding agreement between you, on one hand, and the Sponsors (defined below), on the other. **THESE OFFICIAL RULES SUPERSEDE ANY OTHER RULES AND TERMS & CONDITIONS FOR THE COMPETITION, INCLUDING THOSE ON THE WEBSITE OF THE COMPETITION'S ADMINISTRATOR, OpenIDEO AT <https://challenges.openideo.com/challenge/circular-design-challenge/brief> ("COMPETITION WEBSITE").**

### 2. THE ADMINISTRATOR, THE FOUNDATION AND THE SPONSORS:

The Competition is administered by IDEO LP, a Delaware limited partnership, headquartered at 150 Forest Avenue, Palo Alto, CA 94301 ("**Administrator**") on behalf of Ellen MacArthur Foundation (registered charity number 1130306), The Sail Loft, 42 Medina Road, Cowes, Isle of Wight, PO31 7BX ("**Foundation**"). The Foundation and the Administrator are together referred to as "**Competition Sponsors**" or "**Sponsors**".

### 3. COMPETITION DATES AND TIMELINE:

The Competition commences on 18 May 2017 and the Competition timeline is as follows:

- **Research Phase, 18 May – 11 June 2017** – Entrants are encouraged to inspire and inform through submitted stories, interviews, qualitative and quantitative data, personal stories, and scholarly research. Entrants are prompted to conduct "research missions", with the goal of giving them an immersive experience of the issues they are trying to solve.
- **Ideas Phase, on or around 12 June – 30 July** – Equipped with the experiences from the Research Phase, the Entrants will be invited to propose new design innovations for three iconic "use cases", which are as pervasive in people's lives as they are problematic from a waste and recycling perspective.
- **Internal Feedback Phase, on or around 31 July – 6 August** – Entries are shortlisted, internally reviewed and then fed back to the Entrant for refinement.
- **Refinement Phase, on or around 7 August – 3 September** – Entrants work, together with invited advisors, to refine shortlisted ideas into finalised proposals for the Judges Panel (see clause 14). The Administrator's community will also be actively be making comments and suggestions during this phase.
- **Judging and Award Announcement Phase, on or around 4 September – 18 September** – The Judging Panel evaluates finalised proposals and, together with the Foundation, selects Award Winners according to available award categories (see clauses 4, 14 and 15). The Award Winners will be announced in in or around September 2017.

In addition to the above, winners of Tier 2 and 3 (see below) will be invited to an **Accelerator Phase** which runs from approximately January 2018 – January 2019. Tier 1 Award Winners are eligible to participate in this phase, which comprises a series of educational and inspirational seminars.

Further details of the Competition timeline are set out on the [Competition Website](#).

### 4. GENERAL INFORMATION:

The Competition has three award categories as follows:

- **Tier 1: Early ideas (up to ten awards of \$10,000 each).** Award Winners will have proposed truly new ideas, ideally through collaboration, but have a long journey ahead of them to turn their ideas into fully-fledged solutions.
- **Tier 2: Early to mid-stage Accelerator Ready ideas (up to three awards of \$100,000 each).** Award Winners will have ideas with high potential, but are in need of continued development and guidance.
- **Tier 3: Advanced Accelerator Ready ideas (up to three awards of \$200,000 each).** Award Winners are advanced innovators, well positioned to use the award to further accelerate their solutions.

By submitting an Entry you will need to choose which award category your Entry relates to. Further details of the Entry criteria and expectations for each category are set out in clause 8. Your Entry may be changed from one award category to another if suggested by the Competition Sponsors.

Participation is subject to all applicable laws and regulations in the individual's or entity's country of residence, geographic location, or jurisdiction of incorporation (as the case may be).

Participation is void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are also responsible for abiding by your employer's policies (if relevant) regarding participation in the Competition, for all taxes due, for all reporting obligations related to any award you may receive as part of the Competition and for complying with all third party intellectual property rights for the ideas submitted. The Sponsors disclaim any and all liability or responsibility for disputes arising between you and your employer (if relevant) related to this Competition. The Sponsors reserve the right to limit or exclude any person from participation in the Competition who fails to comply with the terms contained herein.

You confirm that your Entry and the ideas that it contains are not encumbered by rights of, or contractual obligations towards, third parties.

#### 5. **ELIGIBILITY:**

The Competition is open to all individuals over the age of 18 and to all validly formed legal entities which are permitted to participate by their governing documents. Directors, trustees, employees and family members of the Sponsors, the Judges Panel, and any of their respective affiliates and subsidiaries are not eligible to enter this Competition. Responses from companies (small to large), students, academic researchers, other research institutes, consultants, venture capitalists, entrepreneurs or inventors are welcome. You are not required to pay a fee to participate in the Competition.

You are solely responsible for all hardware, software, and internet service connections and any service fees associated with such access necessary to submit and file your submission as well as all costs incurred by you or on your behalf to participate in the Competition.

#### 6. **THE COMPETITION PROCESS AND HOW TO ENTER:**

The Competition will be run on the Administrator's innovation platform on the Competition Website, promoting creativity, global collaboration and rapid feedback. The Competition will call a global community to submit ideas, innovations, and new technologies that transform the plastics economy. The Entrant community collaboratively share data, stories and insights during the Research Phase, and this typically generates a large number of ideas during the Ideas Phase. The Foundation and the Judges Panel will create a shortlist of submitted ideas that will move on to the Refinement Phase. During the Refinement Phase all submissions are encouraged to continue progressing, while the shortlist represents the solutions that are most active and aligned with the Judging Criteria

(see clauses 8 and 14 below).

To enter, you must first register your idea for the Competition on the Competition Website. All of the registration information that you provide is collectively referred to as your "**Account**". At the Competition Website you will find further instructions and the required Response Form. You must register your idea for the Competition (hereinafter your "**Entry**" and referenced interchangeably as your "**proposal**", "**submission**" and/or "**response**" on the Competition Website and in the Response Form (and which terms shall be interpreted to include your ideas as they develop through the Competition)) using the Response Form and follow the instructions provided on the Response Form. By submitting your Entry, you formally accept these Official Rules for the Competition.

Each registrant is referred to as an "**Entrant**" in these Official Rules and as "**Entrant**" or "**Respondent**" on the Competition Website and in the Response Form.

All Entries must be in English and attachments may be submitted together with links to documents, videos (e.g., YouTube), or other sites.

By submitting an Entry, you agree that all required fields have been completed and all information in your Account is correct and accurate. Your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or the Sponsors have reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account.

The Sponsors are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communication; (b) errors, omissions, interruptions, deletions, defects, or delays in the transmission of information, in each case whether arising by way of technical or other failures or malfunctions of hardware, software, communications devices, or transmission systems; or (c) data corruption, theft, destruction, unauthorised access to or alteration of Entry ideas. The Sponsors are not responsible for electronic communications received on social media or for emails which are undeliverable as a result of any form of active or passive filtering or insufficient space in any account to receive the electronic communication.

The Sponsors reserve the right to modify, remove or add data to the Competition Website. The Sponsors also reserve the right to extend or modify the dates of the Competition, the Competition timeline and/or Entry submission dates. Entrants are urged to consult the Competition Website regularly during the Competition.

Sponsors shall have the right, in their sole discretion, to remove from the Competition Website any blog comment or social media posting related to the Competition, at any time and for any reason.

BY REGISTERING FOR THE COMPETITION, YOU ARE ACCEPTING THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREEING TO BE BOUND BY THE DECISIONS OF THE SPONSORS/JUDGING PANEL, AND WARRANTING THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU CANNOT ACCEPT ALL OF THESE OFFICIAL RULES, PLEASE DO NOT SUBMIT AN ENTRY TO THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

**7. COMPETITION OBJECTIVE:**

The objective of the Competition is to inspire and accelerate design and business model innovations that can lead to new formats or delivery models for small-format packaging that cannot be economically recycled. The Competition aims to find new solutions with the potential to be used at regional and/or global level, for one or several user applications, and which enables delivering customer value without generating non-recyclable plastic waste. Such advancements are crucial to create a plastics system that works, and by that further the charitable objects of the Ellen MacArthur Foundation ("**Competition Objective**").

## 8. **ENTRY CRITERIA GUIDELINES:**

Entrants will submit Entries per the instructions on the Competition Website. An Entry will serve as an introduction to an Entrant's ideas to meeting the Competition Objective, in addition to providing information about an Entrant's background and expertise in the area.

Ideas at all stages of maturity are of interest. Entries will only be considered within scope if the proposed ideas address the Competition Objective.

Entries will be evaluated at the Judging and Award Announcement Phase using the Judging Criteria set out at clause 14. The best Entries as determined by the Judging Panel and the Foundation according to clauses 14 and 15 will be selected as the Award Winners. Up to ten Award Winners will receive a Tier 1 award of \$10,000 each, up to three Award Winners will receive a Tier 2 award of \$100,000 each and up to three Award Winners will receive a Tier 3 award of \$200,000 each. Tier 1 Award Winners are invited to participate in a series of educational and inspirational seminars as part of the 12-month Accelerator Phase.

ENTRIES/ENTRANTS WILL LIKELY INCLUDE:

### **Tier 1: Early ideas (up to ten awards of \$10,000 each)**

Entries will likely include:

- ideas that have emerged from, and that have been iterated and refined during, the Competition;
- demonstration of active collaboration with other Entrants throughout the duration of the Competition; and
- exploration of ideas, and gathering of inspiration and information needed to test them with real users - ideas that are in need of additional support to become "accelerator ready".

Entrants are likely to include (but not exclusively be):

- student groups, e.g. Bachelor / Master / PHD students;
- small-scale inventors and entrepreneurs; and
- individual or small teams of designers and innovators.

### **Tier 2: Early to mid-stage Accelerator Ready ideas (up to three awards of \$100,000 each)**

Entries will likely include:

- ideas that are likely to have emerged prior to the start of the Competition by individuals/teams who have been working on them for a number months, and are likely to be worked on extensively throughout the Competition timeline (see clause 3), in order to reach the next level of viability; and
- concepts that are well developed, have high scaling potential, are in the early stages of prototyping/testing/experimenting and plans are in place to actively test them with prospective users.
- solutions that may have been begun to be implemented as a whole with a first set of test users.

Entrants are likely to include (but not exclusively be):

- Inventors;
- Early stage start-ups; and
- Small design groups / firms.

### **Tier 3: Advanced Accelerator Ready ideas (up to three awards of \$200,000 each)**

Entries will likely include:

- Ideation: ideas that have been worked on for a year or more prior to the start of the Competition;
- concepts that are well developed with working schematics and prototypes, in relation to which

- active testing with real users has begun, while the solution is still being learnt from, and iterated on; and
- pilots which have been tested, and have had their impact analysed as it pertains to the problem scope. Concepts that are scalable and are now ready to be expanded significantly and begun to be scaled.
- business models for solutions which have been developed, or have begun to be developed. This will include identifying key customer segments, noting relevant partnerships, developing a go-to-market strategy, and have begun to have their financials drafted.

Entrants are likely to include (but not exclusively be):

- Groups that are ready to transition to their ideas on a full-time basis;
- Small design groups / firms; and
- Early to mid-stage start-ups.

**SUBMITTED IDEAS SHOULD CONTAIN (AT A MINIMUM):**

- An overview of the proposed solution describing:
  - o the ideas and why they will lead to unrecyclable packaging waste being phased out;
  - o to which use cases and geographical contexts it applies (e.g. Does it target product delivery in retail or a different channel? Which markets does it apply to?);
  - o how you envisage the ideas being introduced to your selected marketplaces (e.g. What obstacles do you foresee and how should they be overcome? What partnerships would help getting the ideas to market?); and
  - o current maturity of the solution (e.g. Is it an early concept? Has any funding previously been used to develop it? Does the team have any current funding?).
- An indication of which award category the proposed ideas are competing in.
- A brief overview of the submitting Entrant(s):
  - o legal and organisational structure (if applicable);
  - o key individuals; and
  - o relevant previous experiences.
- For Tier 2 and Tier 3 award category Entrants/Entries only, a plan for the Accelerator Phase:
  - o describing the key next steps to develop your solutions;
  - o describing the key prototyping / trial activities you would do to demonstrate the viability of your solution;
  - o describing how the award and the opportunity to work with mentoring organisations will accelerate your solution; and
  - o explaining how the Competition award can be leveraged to get funding from other sources (e.g. matching funds).

## **9. INTELLECTUAL PROPERTY RIGHTS:**

Your submission of an Entry and participation in the Competition, grants the Sponsors certain rights. Upon submission, you agree and thereby grant to the Sponsor a royalty free, non-exclusive, irrevocable license to use any ideas, information, concepts, inventions, approaches, technology, designs or drawings arising from or in your Entry materials, whether or not protected by patent or copyright or other intellectual property rights, for the purpose of review, testing and/or conducting experimental proof of concept tests as may be required in the Sponsors' sole opinion to determine the commercial and technical feasibility of the Entry in order to determine the Award Winners.

By submitting an Entry, you also consent to the use, by the Sponsors and their affiliates, agents and representatives, of your name, likeness, image, biographical information, award and award information (if an Award Winner), your company or institution name (if your Entry is from a legal entity), any personal data submitted with your Entry, and the contents in your Entry (including any created works), in connection with the Competition and/or for any purpose referred to in these terms, in any media or format, in any and all locations worldwide, and without any payment to you or further approval from you. You agree that this consent is perpetual and cannot be revoked (other than in so far as it relates to personal data (consent in relation to the use of which may be

withdrawn at any time)). For uses beyond the consent that you grant herein, you agree that the Sponsors' use of your personal data will be governed by the Privacy Policies referred to in clause 11.

You agree that nothing in the Official Rules grants you the right or license to use of any intellectual property of the Sponsors, including without limitation the Sponsors' trademarks or service marks. Your submission thereby grants to the Sponsors the limited right to include your legal entity name (if your Entry is from a legal entity) as an Entrant on the Competition Website and in materials related to the Sponsors' promotion of the Competition. Other than for these uses, you are not granting the Sponsors any rights to your trademarks.

For the avoidance of doubt, unless otherwise agreed with an Entrant or as set out in these terms, the Sponsors claim no rights of ownership of, or rights to use, an Entrant's intellectual property rights.

**10. BUSINESS RELATIONSHIP:**

The intent of the Competition is to encourage people to suggest their ideas to the Sponsors. Participation in the Competition and acceptance of an award does not create an obligation on either your part or the Sponsors' part to enter into any business relationship or to sign any commercial agreement in the future. You are free to discuss your Entry with other parties and you are free to contract with any third party provided you do not sign any agreement or undertake any obligations that conflict with any agreement that you have entered into or subsequently enter into with the Sponsors regarding your Entry.

**11. PRIVACY:**

By entering the Competition, you acknowledge and agree that the Sponsors will have access to and use of, and may disclose, any personal data provided in connection with your Entry for purposes as described in these Official Rules and as governed by the [Privacy Policy](#) posted on the Competition Website and the Ellen MacArthur Foundation's [Privacy Policy](#) posted on [www.ellenmacarthurfoundation.org/policies#privacy](http://www.ellenmacarthurfoundation.org/policies#privacy).

**12. CONFIDENTIALITY:**

Since the Sponsors do not wish to receive or hold any submitted materials "in confidence" it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between the Sponsors and you, the legal entity you represent or represented when submitting your Entry, or the owner of any part of your Entry or the subject matter thereof. Your Entry will not be considered confidential or have any restrictions on its use.

**13. WARRANTIES:**

By submitting an Entry, you represent and warrant that all information in your Entry and all information that you submit via the Competition Website is correct and accurate to the best of your knowledge, that you have the right and authority to submit the Entry and disclose the information therein on your own behalf or on behalf of the persons and legal entities that you specify within the Entry, and that your Entry (both the information submitted in the Entry and the ideas contained in or described in the Entry):

(a) is your own original work and representative of your capability, or is submitted by permission with full and proper credit given within your Entry;

(b) does not contain confidential information or trade secrets (yours or anyone else's);

(c) does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;

(d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms,

Trojan horses or other potentially harmful programs;

(e) does not and will not violate any applicable laws, statute, rule, or regulation or any agreement with a third party;

(f) does not trigger any obligation to any third party, and

(g) does not, to the best of your knowledge, contain any information falling within the import or export control laws and regulations of any governmental agency.

A breach of any warranty set out above will result in the corresponding Entry being invalidated. In addition, you agree to indemnify the Sponsors against all loss, damages and costs incurred by the Sponsors arising from your breach of any such warranty.

#### 14. JUDGING

Entries will be evaluated at the Judging and Award Announcement Phase (see the Competition timeline (clause 3)) by a panel comprised of individuals who may be both internal and external to the Foundation, and who are competent in the field of the subject matter of the Competition (collectively the "**Judges Panel**" or "**Judges**"). Details of the Judges Panel are set out on the Competition Website.

Entries will be evaluated based on compliance with **Entry Criteria Guidelines** as well as upon a combination of the following (collectively the "**Judging Criteria**"):

- **Circular economy for plastics:** Do the ideas lead to plastics material flows consistent with circular economy principles? The ideas should reduce, not add, complexity in the system and enable either the elimination of plastic waste that cannot be recycled or the ability to recover the packaging material in closed loop material streams. To this end, relevant indicators include:
  - the amount of non-recycled plastics waste the ideas could reduce compared to incumbent solutions, redesigning packaging formats and/or delivery models that lead to or enable packaging recycling, or by redesigning delivery models that reduce the creation of packaging waste;
  - other positive impacts, or the elimination of negative impacts on the environment; and
  - potential unintended consequences, such as excessive resource use or waste creation elsewhere in the value chain.
- **Innovative:** Are the ideas new? The Foundation is eager to think beyond current conventional wisdom about plastics packaging and explore new ways to deliver value to customers without ending up with packaging waste that cannot be recycled.
- **Human centered:** The Foundation is looking for ideas that lead with empathy - showing evidence of prototyping solutions and incorporating user and market feedback. To this end, relevant indicators include:
  - how the ideas address one – or several – of the target use cases in the Competition; and
  - how well the ideas are poised to make life easier for users.
- **Scalable:** How well could the idea be scaled up? Starting small and local is often an essential need and can be really powerful – but Entrants are also asked to describe how they anticipate their ideas to be applied at scale, geographically as well as operationally. The Foundation is looking for mindfulness of the complexity in the packaging space and ideas which might adapt as they grow. To this end, relevant indicators include:
  - an estimated market size of the ideas;
  - an estimated long-term economic potential of the ideas; and
  - how the ideas compare to conventional solutions for the same use case(s).
- **Regionally relevant:** Do the ideas solve a real local problem on the ground? The Foundation is mindful that while there are many great innovations that are universally applicable, there are significant regional differences influencing local plastic material flows. The Entrants should therefore be able to convincingly show what kind(s) of regional problem(s) their ideas are able

to solve. It is beneficial, though not a requirement, if the ideas can be applied in multiple regional settings.

The selection of, and final decision as to, the Award Winners will be at the Foundation's sole discretion.

Judging will occur during the Judging and Award Announcement Phase (see the Competition timeline (clause 3)). Up to ten Award Winners will receive a Tier 1 award of \$10,000 each, up to three Award Winners will receive a Tier 2 award of \$100,000 each and up to three Award Winners will receive a Tier 3 award of \$200,000 each. Tier 1 Award Winners are eligible to participate in a series of educational and inspirational seminars as part of the 12-month Accelerator Phase.

If it appears to the Judges Panel during the Competition that it would be equitable or appropriate to do so, the Judges Panel can (with the approval of the Foundation) change the Judging Criteria. Should the Judging Criteria be changed this will be announced on the Competition Website. It is your responsibility to keep yourself updated and to regularly check the Competition Website.

## 15. **AWARDS**

In September 2017, the Foundation will select up to ten Tier 1 Award Winners, three Tier 2 Award Winners and three Tier 3 Award Winners (following the evaluation of Entries by the Judges Panel according to clause 14). The Award Winners will receive an award in an amount equal to that stipulated for their award category. The selection of, and final decision as to, the Award Winners will be at the Foundation's sole discretion.

The Award Winners will be notified by the e-mail address provided in their Entry. Return of any notification as "undeliverable" will result in disqualification. The Award Winners are subject to verification of eligibility and compliance with these Official Rules and the Sponsors reserve the right to examine Entries for compliance with the Competition Rules. The Award Winners will be subject to all applicable laws, statutes, rules and regulations and may be disqualified if found to be ineligible under any applicable laws, statutes, rules or regulations.

After verification of eligibility and receipt of the requisite documents, awards will be distributed to the official representative specified in each winning Entry. Such official representative will have sole responsibility for further distribution of any award among participants in a group Entry or within a legal entity that has submitted an Entry. No substitution, transfer, or assignment of awards is permitted and the Foundation will only award the individual designated as the lead for the winning Entry.

This is a voluntary contest of skill and innovation and no fee is required to enter. Whether or not your Entry is determined as an Award Winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated by the Judges Panel based on the Judging Criteria, within the sole judgment of the Foundation. The awards are final and this is a one-time offer. There is no offer of a license, royalty, or other financial compensation implied beyond the awards described above. The Award Winners are responsible for all tax reporting obligations and all tax payments as applicable.

The Award Winners are expected to only use their award for the purposes set out in the winning Entry and in accordance with these terms. As a charity whose objects are to raise awareness of, and promote, a Circular Economy, such use is expected to develop the ideas identified in the winning proposal. In the unlikely event that an Award Winner misapplies their award, breaches the terms, or otherwise acts in a way which is detrimental to the interests or reputation of the Foundation, the Administrator or the Competition, the Foundation may for ask for a full or partial refund of the award whereupon it shall be repayable.

The Award Winners are expected to provide the Foundation with such information relating to their use of their award as the Foundation may reasonably request from time to time. In addition, the



Award Winners are expected to participate and co-operate with all reasonable promotional activities relating to the Competition (taking into account the location of an Award Winner) that may be instigated and/or organised by the Foundation (including attending any awards ceremony and to provide reports, statistics, photographs and case studies that will assist in its promotional activity relating to the Competition).

16. **LIMITATION OF LIABILITY:**

By participating in the Competition, you agree to release, indemnify and hold harmless, the Sponsors and their respective affiliates, subsidiaries, advertising and promotions agencies, and each of their respective agents, representatives, officers, directors, trustees, shareholders, and employees (collectively, "**Sponsor Entities**") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including legal fees) resulting from or arising out of your participation in, association with, or submission to the Competition (including any claims alleging that your Entry infringes, misappropriates, or violates any third party's intellectual property rights).

Sponsor Entities are not responsible for any technical failures related to communication or submission failures, such as unavailable networks or server connections; other failures related to hardware, software, viruses, or incomplete, late or misdirected Entries. Any compromise to the fair, proper and legal conduct of the Competition may result in the disqualification of an Entry, the termination of the Competition, or other remedial or legal action at the sole discretion of the Sponsors. The Sponsors reserve the right, in their sole discretion, to extend or modify the dates of the Competition or the Competition timeline and to change the terms of the Official Rules governing any phase or portion thereof. Should the Official Rules be changed this will be announced on the Competition Website. It is your responsibility to keep yourself updated and regularly check the Competition Website. By entering, you agree to be bound by these Official Rules and acknowledge that all decisions of the Sponsors, the Judges Panel, and their respective agents and representatives are final and binding in all respects.

17. **NO OBLIGATION:**

You acknowledge that multiple participants may submit Entries that contain ideas similar to your Entry and that the Sponsors, and/or their respective subsidiaries and business partners may already be investigating or developing technical solutions or have business activities that are related to or similar to those disclosed in your Entry. You acknowledge and agree that the Sponsors' actions with respect to another Entry or one of its own solutions, investigations, or business activities, even if similar to your Entry, shall not create any liability, of any kind, by the Sponsors to you or others. Further, the Sponsors are not or shall not be restricted in any way from pursuing, developing, or commercialising, in any way that they see fit, independent of you and at their sole discretion, any activity or technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that the Sponsors are not obligated to take any action whatsoever with regard to your Entry.

18. **SEVERABILITY:**

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

19. **WAIVER:**

By entering the Competition, you thereby waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or legal fees against the Sponsors or their affiliates, employees, agents or representatives.

20. **APPLICABLE LAW:**

You agree that these terms and the relationship between you and the Sponsors shall be governed and construed under the laws of England and Wales.