

## **INTRODUCTION**

J D Williams & Company Ltd has created a business development and mentoring programme (“**JDWorks**”) designed to support entrepreneurs developing products in the areas of: fit, new ways to shop, customer experience, utilising new data, customer loyalty, supply chain and wildcard.

Up to eight individuals or teams (“Participants”) selected from the Applicants will be invited to participate in a ten-week programme of mentoring and business support (the “Programme”). Participation in the Programme constitutes a Participant’s full and unconditional agreement to these Terms & Conditions and to the Organisers’ (as defined below) decisions, which are final and binding in all matters related to the Programme. Participating in the Programme is contingent upon fulfilling all requirements set forth in these Terms & Conditions and entering into further agreements as described in these Terms & Conditions.

## **TERMS AND CONDITIONS**

### **1. DEFINITIONS**

1.1. Reference to the “Organisers” means:

1.1.1. J D Williams & Company Ltd, Griffin House, 40 Lever Street, Manchester, M60 6ES (“J.D. Williams”) ; and

1.1.2. L Marks Limited, 20 Broad Lane, Hale, Altrincham, Cheshire, WA15 0DF (“L Marks”)

1.2. Reference to the “JDWorks Committee” means the team of individuals from J.D. Williams and L Marks convened to oversee the running of JDWorks, select Participants for the Programme, and attend a day organised by the Organisers for Participants to present their ideas and plans (“Pitch Day”).

### **2. ELIGIBILITY**

2.1 The Programme is open to applicants (each an “Applicant”) who are:

2.1.1 individuals or teams of individuals who have not yet formed a legal business entity, provided that the individual or individuals are at least 18 years of age.

2.1.2 corporations (including not-for-profit corporations and other non-profit organisations), limited liability companies, partnerships, and other legal entities.

2.2 Applicants must own or have access, at their own expense, to a computer, an internet connection and other electronic devices, documentation, software or other items the Organisers deem necessary to create and enter an application to the Programme.

2.3 Each Applicant who is a team or organisation must appoint one individual (the “Representative”) to represent it and act on behalf, including registering and entering an application, of said team or organisation. The Representative represents and warrants that he/she is duly authorised to act on behalf of the team or organisation and has read these Terms & Conditions, and that the Applicant team or organisation agrees to abide by these Terms & Conditions.

2.4 All costs of preparing and submitting an application, and participating in the Programme, including but not limited to attending the Pitch Day are to be borne by the Applicants. Unless agreed otherwise, the Organisers will not reimburse any Applicant for any expense incurred during the course of the Programme.

2.5 International Applicants who are invited to participate in the Programme may be subject to UK visa restrictions and are responsible for paying travel costs associated with their trip, unless agreed otherwise.

2.6 The following individuals and entities are not eligible regardless of whether or not they meet the criteria set forth above: the Administrator and its employees, members of the JDWorks Committee, external business advisers to the Programme (“Mentors”), and any individual involved with the design, production, promotion, execution, or distribution of the Programme and each member of any such individual’s immediate family or household.

### 3. APPLICATION

3.1 Applicants may enter an application between 00:00GMT on 28th June 2016–11:59GMT on 6th August 2016 (the “Application Period”).

3.2 Any application entered outside the Application Period will not be automatically considered for participation. The JDWorks Committee shall reserve the right to consider late applications in exceptional circumstances (and the JDWorks Committee shall decide in its sole discretion whether exceptional circumstances apply).

3.3 Applications must be for products that address one of the following market categories. Further details can be found on the website [[www.jdworks.co.uk](http://www.jdworks.co.uk)]:

- Fit
- Customer Experience
- New Ways to Shop
- Customer Loyalty
- Utilising New Data
- Supply Chain
- Wildcard

3.4 Applications to the Programme must be submitted through the website, by clicking “Apply”, completing the online form and following the instructions.

3.4.1 Applications are in English and must be filled out in English.

3.4.2 The Application must contain information related to:

- The product or concept in development
- The stage of development of the relevant product or concept
- The team
- Company information (where applicable)
- Why the Individual or Representative would like to join JDWorks

3.5 An Applicant may enter more than one application. Each application must, however, be substantially different from the Applicant’s other applications (and the Organisers shall determine in their sole discretion the similarity of the applications). If similar applications are received, the Organisers may require the Applicant to choose one of the similar applications to enter. If an individual is a member of more than one team or organisation, the applications made by the team or organisation that the individual is part of must be substantially different from other applications the individual is involved in.

3.6 An application may be rejected in the sole discretion of the Organisers for any reason, including if the application, either in part or in its entirety, is deemed by the Organisers to be obscene, defamatory, likely to incite violence or illegal activity, in violation of any third-party’s rights, or is otherwise deemed to be inappropriate.

3.7 Applications must not attempt to duplicate a prior application already submitted in this Programme. The Organisers reserve the right to disqualify any application that in the Organiser’s opinion is a duplicate or substantially similar to another application.

3.8 Applications must not violate the intellectual property rights or other rights including, but not limited to, copyright, trademark, patent, contract, and/or privacy rights of any other person or entity.

3.9 By entering an Application the Applicant represents, warrants and agrees that any use of the Application by the Organisers or the JDWorks Committee as authorised by these Terms & Conditions, shall not infringe upon, misappropriate or otherwise violate any intellectual property right or proprietary right including, without limitation, any registered or unregistered trademark, copyright, design rights or patent, nor any privacy rights, moral rights nor any other rights of any person or entity.

#### 4. SELECTION CRITERIA

4.1 Applications to JDWorks will be put through an initial screening by the Organisers. The JDWorks Committee will rate the quality of all applications to the Programme by considering the following points:

4.1.1 Customer Need – Is there a clearly identified customer need that is addressed by this product?

4.1.2 Competitive Advantage – Is there a gap in the market for this product?

4.1.3 Feasibility of Delivery – Will the team be able to deliver the product?

4.1.4 Quality of Concept – How good is the idea?

4.1.5 Relevance and Impact – How relevant to the programme is the product?

4.2 The JDWorks Committee reserve the right to change, amend or add to these criteria at any time.

4.3 JDWorks Committee will select up to eight Participants to be invited to join the Programme, though the JDWorks Committee reserves the right (in its sole discretion) to select more or less depending on the quantity and quality of applications received.

4.4 All invited Participants will be subject to further due diligence which may include, without limitation, verification of identity, qualifications, details of legal entity (where applicable) and role in the creation of their idea by the Organisers.

#### 5. PROGRAMME PARTICIPATION

5.1 Participants invited to join the Programme will be required to confirm their participation by 15th September 2016. This may include entering into documentation which will be agreed between the Organisers and the Participants once an invitation has

been issued. Until and unless any such documentation is agreed and entered into by all parties the Participant shall not be obligated to participate in the Programme and the Organisers shall not be obliged to admit the Participant to the Programme. Documentation may include may include non-disclosure agreements and a manifesto of participation.

5.2 At the sole discretion of the Organisers, a Participant invited to participate in the Programme will be deemed ineligible if:

- 5.2.1 they refuse to participate in Pitch Day (see clause 5.4);
- 5.2.2 the documentation to join the Programme has not been agreed and executed by 26th September 2016;
- 5.2.3 they are uncontactable for a period of more than 7 days; and/or
- 5.2.4 any member of their team is disqualified for any other reason.

5.3 In the event of disqualification, the JDWorks Committee, at their sole discretion, may select an alternative Participant.

5.4 The Programme will run for ten weeks. The key Programme dates are as follows:

- 5.4.1 Application launches – 28th June 2016
- 5.4.2 Application Closes – 6th August 2016
- 5.4.3 Pitch Day – 7th September 2016
- 5.4.4 Participation Confirmation – 15th September
- 5.4.5 Programme Commences – 26th September 2016
- 5.4.6 Demo Day – 5th December 2016
- 5.4.7 Programme ends – 12th December 2016

5.5 The Organisers reserve the right to change these dates at any time and for any purpose without notice.

5.6 Participants will be allowed to declare participation in the Programme on any website or materials as per promotion guidance given at the time of invitation. If a Participant is disqualified at any point, the right to claim association with the Programme is revoked.

5.7 Participants are required to participate in person in mentoring sessions, speeches and workshops organised as part of the Programme. The Organisers will consider Participants external commitments when scheduling activities wherever possible.

5.8 The Organisers reserve the right to disqualify any Participants from the Programme for any reason, including, without limitation, unsatisfactory or inappropriate participation in Programme activities.

5.9 Participation in the Programme constitutes a Participant's consent to each of the Organisers, and their agents' use of the Participant's name and description, including organisation name, if applicable, and the Participant's likeness, photograph, voice, opinions, comments and/or the place of business / residence of the Participant (or individuals who contributed to the Participant's application) for promotional purposes in any media, worldwide, without further payment or consideration for a period up until two years following the conclusion of the Programme.

5.10 The terms of any commercial agreement with J.D. Williams arising from Programme participation will be negotiated separately to these Terms and Conditions and any other Programme documentation (as per clause 5.1). At no point will participation in the Programme constitute a guarantee that J.D. Williams will offer or enter into a commercial agreement in respect of the product developed by a Participant.

5.11 Participants that have indicated in their application that they are interested in investment. If, at any time between the Launch Date and the first anniversary of the Close Date, a Participant commences the process of raising external funding, that Participant shall invite both of the Organisers to participate in such funding round on the same terms as any other investors in that round. The Organisers reserve the right not to invest in any of the Participants.

## 6. ENTRY CONDITIONS AND INDEMNITY

6.1 Each Participant acknowledges and agrees that the relationship between the Participants, J. D. Williams, the JDWorks Committee and L Marks is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to provide the Participant's application to the JDWorks Committee for the purposes of the Programme does not place the JDWorks Committee and their respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the application, except as specifically provided in these Terms & Conditions.

6.2 The Participant recognises that J.D.Williams and L Marks are separate entities which are independent of each other and that no partnership exists between J.D.Williams and L Marks.

6.3 By entering, each Participant (including all participating members of a team or organisation) agree(s) to:

6.3.1 comply with and be bound by these Terms & Conditions and the decisions of the Organisers and/or the JDWorks Committee, which are binding and final in all matters relating to the Programme; and

6.3.2 indemnify, defend and hold harmless the Organisers, the JDWorks Committee and their respective parent, subsidiary, and affiliated companies and any other organisations responsible for sponsoring, fulfilling, administering, advertising or promoting the Programme, and all of their respective past and present officers, directors, employees, agents and representatives from and against any and all claims, expenses, and liabilities (including legal fees), including, but not limited to, negligence and damages of any kind to persons and property, defamation, infringement of trademark, copyright, design right or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant's entry, creation of application or entry of application, participation in the Programme, acceptance or use or misuse of the prize (including any related travel or activity), participation in Pitch Day, participation in the Programme and/or the broadcast, transmission, performance, exploitation or use of application as authorised or licensed by these Terms & Conditions

6.3.3 Agree to provide such details of the individual(s) Participant in the Programme as would be required to conduct a UK Disclosure and Barring Service (DBS) check or any other screening required to gain access to the JDWorks offices.

## 7. LIABILITY

7.1 Subject to clause 7.2 and 7.3, the liability of the Organisers under this agreement is strictly limited to £100 each.

7.2 Subject to clause 7.3, J.D. Williams and the Administrators shall have no liability in connection with:

7.2.1 any incorrect or inaccurate information, whether caused by the Organisers' or a Participant's electronic or printing error or by any of the equipment or programming associated with or used in the Programme;

7.2.2 technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Programme website;

7.2.3 unauthorised human intervention in any part of the entry process or the Programme;

7.2.4 technical or human error which may occur in the administration of the Programme or the processing of applications; and

7.2.5 any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Programme or receipt or use or misuse of any prize. If for any reason any Participant's application is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request the opportunity to resubmit its application, which request will be determined in the sole discretion of the Organisers if the Programme submission period is still open.

7.3 Nothing in these Terms & Conditions shall exclude or limit any party's liability for death or personal injury caused by its negligence, for fraudulent misrepresentation and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law.

## 8. GENERAL CONDITIONS

8.1 The Organisers reserve the right to cancel, suspend and/or modify the Programme, or any part of it, if any fraud, technical failure or any other unanticipated factor or factor beyond the Organisers' control impairs the integrity or proper functioning of the Programme, as determined by the Organisers at their sole discretion. The Organisers reserve the right in their sole discretion to disqualify any Participant, including if it finds the Participant to be tampering with the programme, specifically including, but not limited to, the entry or voting process (for example, by using the aid of computer software programs to autofill entries), or the operation of the Programme, or to be acting in violation of these Terms & Conditions, or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Programme, or a violation of any applicable law or regulation.

8.2 Any attempt by any person to undermine the proper conduct of the Programme may be a violation of criminal and civil law, and, should such an attempt be made, the Organisers reserve the right to take proper legal action, including, without limitation, referral to law enforcement for any illegal or unlawful activities.

8.3 The Organisers' failure to enforce, or any delay in the enforcement of, any provision of these Terms & Conditions shall not constitute a waiver of that provision. The Organisers are not responsible for incomplete, late, misdirected, damaged, lost, illegible or incomprehensible applications, or for address or email address changes of the Participant. Proof of sending or submitting will not be deemed to be proof of receipt by the Organisers.

8.4 In the event of any discrepancy or inconsistency between any provisions of these Terms & Conditions and disclosures or other statements contained in any Programme materials, including, but not limited to, the Programme application form, Programme website, advertising (including, but not limited to, television, print, radio or online ads), these Terms & Conditions shall prevail.

8.5 The Organisers reserve the right, without liability, to amend these Terms & Conditions at any time, including the rights or obligations of Participants, J. D. Williams, the JDWorks Committee and L Marks. In such event, the Organisers will post the amended Terms & Conditions on the Programme website. Any amendment will become effective at the time the Organisers post the amended Terms & Conditions.

8.6 All intellectual property related to the Programme (excluding Participants' products and innovations and proprietary intellectual property), including, but not limited to, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations, are owned or used under license by J. D. Williams, the JDWorks Committee and/or L Marks. All rights are reserved. Unauthorised copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited.

8.7 Should any provision of these Terms & Conditions be, or become, illegal or unenforceable, such illegality or unenforceability shall leave the remainder of these Terms & Conditions unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the JDWorks Committee's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

## 9. PRIVACY AND CONFIDENTIALITY

9.1 Any personal information collected from you when entering the Programme is subject to the privacy policy located here.

## 10. LAW AND JURISDICTION

10.1 These Terms & Conditions is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute (including any associated non-contractual disputes or claims) arising under or in connection with these Terms & Conditions or the Programme.

## 11. CORRESPONDENCE

11.1 All postal correspondence in respect of the Programme should be marked *JDWorks* and sent care of L Marks Limited to Grove House, 27 Hammersmith Grove, London, W6 0NE.

11.2 For any email enquiries, please contact [jdworks@lmarks.com](mailto:jdworks@lmarks.com)