

Entrant Terms and Conditions

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The Water Discovery Challenge (the “Challenge”¹) is run by Challenge Works, part of Nesta (“Nesta”) in partnership with Ove Arup & Partners (“Arup”) and Isle Utilities (“Isle”) on behalf of the Water Services Regulation Authority (“Ofwat”). In these terms and conditions “you” and “your” means the lead entrant that submits an entry to the Challenge.

Full information about the Challenge and what participating in it will involve is published on the Challenge website (<https://waterinnovation.challenges.org>). We draw your particular attention to the [Innovator Handbook](#) which forms part of and should be read alongside these terms and conditions.

Please read these terms and conditions carefully before submitting an entry to the Challenge. By submitting an entry, you accept these terms and conditions on behalf of your organisation and agree to comply with them. By submitting an entry, you also confirm that you have authorisation to accept these terms and conditions on behalf of any partners to your submission, and you acknowledge that you are responsible for making sure that those partners comply with these terms and conditions.

1. Participating in the Challenge:

1.1 Entries received by the relevant deadline will be assessed against the relevant eligibility and assessment criteria set out on the Challenge website (<https://waterinnovation.challenges.org>). The Challenge welcomes entries from all sectors and all types of organisations, domestic or international, however entrants must be able to demonstrate that their solutions will benefit customers, society and the environment across England and Wales in alignment with the [four innovation themes](#).

1.2 There is no requirement for organisations to partner or receive sponsorship from a water company to enter. To be eligible, entries must:

¹ The Challenge refers to all stages of The Water Discovery Challenge from its opening on 25 January 2023 through to when projects have concluded and an evaluation of the challenge is completed.

- be submitted by a UK incorporated entity²,
- hold a UK business bank account upon entry to the Water Discovery Challenge.
- Comply with the terms and conditions set out for the Challenge

1.3 The [licensed regional water only and water and wastewater companies in England and Wales](#) will not be eligible to enter the Water Discovery Challenge, either as a lead or within a consortium of legal entities. **Small water and sewerage undertakers, sometimes referred to as New Appointments and Variations (NAVs) and water retailers will be eligible to enter.**

1.4 Entries which do not meet the eligibility criteria will not be accepted. The eligibility assessment will be conducted by Nesta with oversight from Ofwat. Ofwat reserves the right (in its discretion) not to accept late entries or entries submitted in languages other than English. Neither Nesta nor Ofwat are responsible for and may, in our discretion, disregard entries which are lost, incomplete, damaged or late due to computer, network or telecommunications failure based on third party telephone or data networks.

1.5. Ofwat reserves the right to refuse an entry where Ofwat considers it to be inconsistent with these terms and conditions.

1.6. An organisation is not eligible to enter or participate in the Challenge:

1. if it shares common ownership with Nesta, Arup and/or Isle, except where such a relationship is declared and measures taken to manage any risk of conflict have been approved by Ofwat; or
2. if any individual in the project team or any senior member of its staff is:
 - a. an employee of Nesta or Ofwat or an immediate family member of such employee;
 - b. an employee of Arup or Isle that is working or has worked on the research, design, administration, delivery and/or evaluation of the Challenge or the Innovation in Water Challenge or the Water Breakthrough Challenges or the Ofwat Innovation Fund, or any immediate family member of such employee; or
 - c. any other individual that is working or has worked on the research, design, administration, delivery and/or evaluation of the Challenge or the Innovation in Water Challenge or the Water Breakthrough Challenge or the Ofwat Innovation Fund, or any immediate family member of such individual,

except where such a relationship is declared, and measures taken to manage any risk of conflict have been approved by Ofwat.

1.7 You must declare the following in your entry in respect of any of the appointed 'Regional Water Companies' (a regional water and/or sewerage undertaker holding an appointment under Chapter 1 Part 2 of the Water Industry Act 1991 (the 'Act') see <https://www.ofwat.gov.uk/regulated-companies/ofwat-industry-overview/licences>) or any company within the same group of companies as those companies:

- any interest greater than 5% of issued capital and beneficial interests;
- any investment (of any kind) received of a value more than £100,000 in the past three years;
- the names of any directors, officers or employees who are also directors, officers or employees of your organisation;
- any other situation which would reasonably create a conflict of interest or relationship between the participant and the aforementioned companies.

1.8 You can submit more than one entry to the Challenge, but each entry submitted must relate to a different

² "UK Incorporated Entity" includes any private limited company, limited liability partnership, incorporated charity and Community Interest Company which is incorporated in part of the United Kingdom. Sole traders and unincorporated partnerships are excluded. Potential entrants are encouraged to ask if in doubt. Subsidiaries of international organisations are welcome.

initiative or innovation. You must bear all your costs of entering and participating in the Challenge, including any travel costs unless otherwise agreed. For more information about the Challenge and what participating in it involves, please see the Challenge website (<https://waterinnovation.challenges.org/water-discovery-challenge/>)

1.9 We will use the contact details you provide to contact you about the Challenge. All communications between you and us in relation to the Challenge must be in English. If you do not respond within 14 days, or if you subsequently withdraw or are withdrawn from the Challenge for any reason, another entry may be selected in your place, but there is no requirement or obligation for this to happen.

1.10 Eligible entries will be assessed against the assessment criteria set out on the Challenge website (<https://waterinnovation.challenges.org/water-discovery-challenge/what-we-are-looking-for/#criteria>) in order to determine the winners of the Challenge awards. Ofwat's decision on the selection of finalists and winners and the amount of the Challenge awards (including in relation to queries on the assessment process) is final. Ofwat will receive recommendations from the Challenge assessors, the sector reviewers and the judging panel which it will take into consideration when making its decisions. However, Ofwat is not bound by the recommendations, and all and any awards are at Ofwat's sole discretion. For the avoidance of doubt, Ofwat may at its sole discretion decide not to award any funding. Correspondence will not be entered into, although Ofwat may at its sole discretion provide generalised or individual feedback to entrants or winners.

1.11 In consultation with Nesta, Ofwat may vary the form or substance of the Challenge (including deadlines and event dates) as it deems appropriate in the circumstances to ensure the Challenge objectives, as set out within the Entrant Handbook, are achieved. Ofwat may suspend or withdraw the Challenge if it judges that the Challenge will no longer achieve its objectives.

1.12 Nesta, in consultation with Ofwat, reserves the right to vary these terms and conditions at any time. Variations will take effect from the date they are posted on the Challenge website so please check regularly to see the current version.

2. Challenge Awards

2.1 If you are selected as a Finalist or a Winner you will be required to enter into a Challenge award agreement before funds are payable. Any funds awarded by the Challenge must only be used to fund the initiative described in your entry which must promote the objectives of the Challenge. You must comply with all reasonable monitoring requirements specified by Challenge Works to verify the proper use of such funds, and you consent to the sharing of all monitoring information with Ofwat and any third party Ofwat may in future appoint in respect of the monitoring of the Challenge

2.2 Subject to the terms within the Challenge award agreements, Challenge Awards will be distributed in two stages:

- Finalists will be awarded up to £50,000.00 ("the Finalist Award"). The purpose of the Finalist Award is to develop the innovation in the entry. The spending of Finalists Award should be committed before the beginning of the Winner's Award stage. Finalist Awards will be payable in one lump sum payment.
- Winners will be awarded up to £450,000.00 ("the Winner's Award"). The purpose of the Winner's Award is to develop the innovation in the entry. Funding shall be restricted to activities set out in an agreed Development plan.

2.3 The payment of any funds awarded through the Challenge shall be settled through the mechanism agreed by the Water Companies that are funding the Challenge. Neither Nesta, Ofwat nor any of their respective partners in the Challenge shall have any responsibility or liability to anyone however arising for the non-

payment or delay in payment of any funds awarded through the Challenge.

2.4 Funding will be awarded in pounds sterling into a UK business bank account and the recipient is responsible for payment of tax and other charges.

2.5 Nesta and Ofwat reserves the right to impose additional conditions if in their sole opinion the Challenge has not resulted in sufficient public benefit in line with Nesta's charitable objectives, the objectives of the Challenge and/or if this is required or appropriate to comply with other legal or regulatory requirements.

3. Your promise to us:

3.1 To participate in the Challenge, you must:

- satisfy the relevant eligibility criteria and ensure that all information submitted by you is true, accurate and complete;
- submit a proposal which is your own original idea and not copied from anyone else;
- have, or will obtain, all authorisations, consents and permissions necessary to submit your entry, carry out your proposal and comply with these terms and conditions;
- ensure that your entry will not infringe any intellectual property or other third-party rights or breach any contractual obligation. We may withdraw your entry if we receive notice that it infringes any third-party rights;
- act lawfully, ethically and in good faith and comply with the rules of the Challenge and any relevant laws, regulations, guidelines and codes of practice;
- comply with our reasonable instructions while participating in the Challenge, including in relation to health & safety and security;
- take reasonable steps to avoid, and procure that your partners take reasonable steps to avoid, any actual or potential conflict of interest with Nesta, Ofwat, our respective Challenge partners or our Challenge judges;
- immediately inform Nesta if you become aware of any potential or actual conflict of interest and provide Nesta and Ofwat with all information reasonably requested in respect of such conflict. If Nesta or Ofwat determines in its sole discretion that a potential or actual conflict has not been reasonably avoided or cannot be appropriately managed then you may be disqualified from the Challenge.

3.2 In addition, you must:

- at the time of submitting an entry to the Challenge and at any other point during the Challenge, declare and procure that your partners and participants declare any actual or potential conflict of interest with Nesta, Ofwat, Arup, Isle and/or the Challenge judges, and provide Nesta and Ofwat with all information reasonably requested in relation to such conflict;
- take reasonable steps, and procure that your partners and participants take reasonable steps, to manage any such conflict including (without limitation) by implementing such measures as Nesta or Ofwat may reasonably require. Where a conflict cannot be avoided and/or where Ofwat determines (in its sole discretion) that a conflict cannot be appropriately managed you may be disqualified from participating in the Challenge.

3.3 Ofwat, in consultation with Nesta, reserves the right at its sole discretion to remove you from the Challenge if you or your partners do not comply with these terms and conditions, if you or your partners cheat or behave in a way which is disruptive, inappropriate or potentially dangerous, if you or your partners fail to participate fully or do anything to damage the reputation of Nesta, Ofwat or our partners. Ofwat, in consultation with Nesta, reserves the right to require repayment of any funding awarded to you and/or your partners through the Challenge if you and/or your partners fail to comply with these terms and conditions and/or the terms of any Challenge award agreement including (but not limited to) mis-use of funding.

4. Use of personal information

4.1 Please see the Challenge Privacy Policy (<https://waterinnovation.challenges.org/privacy-policy/>) for information about how we will use personal information for the Challenge.

5. Publicity

5.1 Nesta, Ofwat and our partners may carry out publicity and promotion for the Challenge and publish our research and evaluation in relation to the Challenge. You agree, and you confirm that your partners agree, to the use of each of your organisation names and a summary of your proposal in promotion and publications in any media and online and to participate in any other publicity reasonably required by Nesta or Ofwat in connection with the Challenge. Before publication, we will take into account your concerns about confidentiality in your entry. Nesta may ask you and your partners to support and/or participate in promotional activities related to the Challenge on reasonable notice.

5.2 Any public statements made by you or your partners in relation to the Challenge must acknowledge the support of Nesta, Ofwat and our partners and must be approved in advance by Nesta, in consultation with Ofwat. For the avoidance of doubt, you and your partners will not announce Ofwat's decision on the outcome of your Challenge entry without the prior written approval of Nesta, in consultation with Ofwat.

5.3 In this clause "FOIA" means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown body in relation to such legislation; and "EIR" means the Environmental Information Regulations 2004. You and your partners acknowledge that Ofwat is subject to the requirements of the FOIA and the EIR and may be required under the FOIA and the EIR to disclose information concerning you, your partners, your project and participation in the Challenge (including commercially sensitive information) without consulting or obtaining your (and/or your partners) prior consent. In these circumstances Ofwat shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give you and/or your partners' advance notice, or failing that, to draw the disclosure to you and/or your partners' attention after any such disclosure. Ofwat shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.

6. Limitation of Liability

6.1 To the extent permitted by applicable law, Nesta and Ofwat exclude all liability for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses arising from your participation in the Challenge or your reliance on statements made or advice given by us, our partners or contractors. If you submit any materials or items as part of your entry to the Challenge, this is at your own risk. Neither Nesta nor Ofwat give any undertakings to keep safely, maintain or return any materials or items.

6.2 Without prejudice to Clause 7.1, each of Nesta and Ofwat's maximum liability to you in connection with the Challenge (if any) is limited to £500. Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

7. Governing Law and Jurisdiction

7.1 These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the English courts.

Nesta, a company limited by guarantee with number 7706036 and registered charity with charity number

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