

The Smart Ageing Prize is run by the Active and Assisted Living Programme (AAL)¹ with the support of Nesta's Challenge Prize Centre². Please read these Terms and Conditions carefully before submitting an application. By submitting an application, you accept these Terms and Conditions and agree to comply with them.

1 Participating in the Challenge

- 1.1 Applications received by the relevant deadline will be assessed against the judging criteria set out on the following Competition webpage: aal.challenges.org

Applications must be submitted by proposers being at least 18 years old. Late or incorrect applications and applications in languages other than English will not be accepted. Please read the FAQs and eligibility criteria before submitting an application to ensure you are eligible. We are not responsible for applications which are lost, incomplete, damaged or late due to computer, network or telecommunications failure based on third party telephone or data networks.

- 1.2 Employees of AAL and/or Nesta, other individuals working on the Challenge, and their immediate families, are not eligible to apply. You may make more than one applications to the Challenge as long as they are substantially different. Travel costs for the top 15 semi- finalists attending the Academy event in May in Brussels will be covered by the AAL Programme (expected to be 500 € per persons, up to 2 persons per organisation).
- 1.3 Eligible applications will be assessed against the relevant judging criteria. Applications may be shortlisted and applicants asked to complete further challenges if necessary. Performance will then be assessed against the relevant judging criteria. Participation in challenges, tests and other events are a condition of participation in the Challenge.
- 1.4 We will use the contact details you provide to contact you about the Challenge (these will not be shared with third-parties unless under the circumstances as described in paragraph 3.2). All communication between you and us in relation to the Challenge must be in English. If you don't respond within 14 calendar days, or if you subsequently withdraw or are withdrawn from the Challenge for any reason, we may select another application in your place, but are not obliged to do so.
- 1.5 The judging panel will be composed by international experts in the field of ICT for ageing. The judges' decision about eligibility, shortlisting and the prize award, including the validity of any claims and data submitted, is final. Correspondence will not be entered into. The judges may at their sole discretion decide not to award the prizes where no application meets the relevant criteria.
- 1.6 The prize should only be used in ways that will allow the development, finalization and marketing of the winning solutions. AAL and/or Nesta reserves the right to impose additional conditions if appropriate in our reasonable opinion, if the Challenge has not resulted in sufficient public benefit in line with Nesta's charitable

¹ The IVZW AMBIENT ASSISTED LIVING, with registered office at 1000 Brussels, Luxemburgstraat 3 bus 1, registered with the enterprise number 0894.588.636

² Nesta, a company limited by guarantee with number 7706036 and registered charity with charity number 1144091. Registered address: 58 Victoria Embankment, London EC4Y 0DS.

objects, or to comply with other legal requirements. The prizes will be paid in euros and the prize winner is responsible for payment of tax and other charges in relation to the award of the prizes. The prizes will be a first prize of €35,000, a second place prize of €10,000 and a judges' choice award of €5,000, to be communicated in the occasion of the 2018 AAL Forum (date and location to be confirmed).

- 1.7 We reserve the right at our sole discretion to refuse any application or to make no award if none of the applications meet our required standards. We may also vary the form or substance of the Challenge (including deadlines, event dates and the number of applications selected for each phase) as we deem appropriate in the circumstances to ensure the success of the Challenge. We may also suspend or withdraw the Challenge if funding is withdrawn or we judge that the Challenge will no longer achieve its aims. We reserve the right at our sole discretion to remove you from the Challenge if you do not comply with these terms and conditions, if you cheat or behave in a way which is disruptive, inappropriate or potentially dangerous, if you fail to participate fully or do anything to damage the reputation of Nesta and/or AAL or our partners.
- 1.8 We reserve the right to vary these Terms and Conditions at any time. Variations will take effect from the date they are posted on our website so please check regularly to see the current version (notifications to the registered participants via email might be used by the organizers).

2 Your promises to us

- 2.1 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. We reserve the right to ask for additional evidence of claims made by you, to validate claims by any means we see fit and/or to reject claims at our sole discretion;
 - submit a proposal which is your own original and unpublished idea and not copied from anyone else;
 - have, or will obtain, all authorisations, consents and permissions necessary to submit your application, carry out your proposal and comply with these terms and conditions;
 - ensure that your application will not infringe any intellectual property or other third party rights or breach any contractual obligation. We may withdraw your application 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.
- 2.2 If you are applying as part of a group, organisation or team, the person completing the application form is responsible for making sure that other team members comply with these Terms & Conditions.

3 Information and Publicity

- 3.1 You will retain your intellectual property rights in your application for the Challenge.

- 3.2 We will use information which you provide, including your personal details, to administer the Challenge and may share it with our partners or third parties, yet only for the purpose of organizing this Challenge. The use of your information will be subject to appropriate obligations of confidentiality and data protection.
- 3.3 We may carry out publicity and promotion for the Challenge and publish our research and evaluation in relation to the Challenge. You agree to participate in publicity for the Challenge and consent to the use of your name, a summary of your proposal, and photographs/recordings of your participation in the Challenge in promotion and publications in any media and online. Before publication, we will take into account your concerns about confidentiality and intellectual property rights in your application. Any public statements made by a shortlisted entrant or winner in relation to the Challenge during the Challenge and for the following year must acknowledge the support of AAL and Nesta and our partners.

4 Limitation of Liability

- 4.1 To the extent permitted by applicable law, Nesta and AAL 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 application to the Challenge, this is at your own risk. Nesta and/or AAL give no undertakings to keep safely, maintain or return any materials or items.
- 4.2 Without prejudice to Clause 4.1, our 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 negligence or fraudulent misrepresentation made by us.

5 Governing Law and Jurisdiction

These terms and conditions shall be governed by and interpreted in accordance with the laws of Belgium and you hereby submit to the exclusive jurisdiction of the Belgian courts.

You acknowledge that AAL is responsible for the Challenge and that Nesta is not liable for any failure by AAL to pay the prize or to pilot or develop the winning application. Any claim in relation to payment of the prize should be made to AAL.