

## **VIRGIN EARTH CHALLENGE** **Terms and Conditions**

**Please note that the Virgin Earth Challenge Terms and Conditions and Participation Agreement were changed and amalgamated into this document on 7 September 2009**

**Please read the changes carefully. This version overrides all previous terms and conditions governing the Virgin Earth Challenge.**

**If you have queries regarding the Terms and Conditions Agreement please contact us at [earth.challenge@virgin.co.uk](mailto:earth.challenge@virgin.co.uk)**



# Virgin Earth Challenge

## Terms and Conditions Agreement

**The Terms and Conditions Agreement and the Challenge Checklist (together, the "Agreement") are to be signed by all (including existing) applicants to the Virgin Earth Challenge. The Agreement constitutes the entire agreement between you and the VEC, and supersedes any previous agreements between you and the VEC (including, but not limited to, any previous versions of the Agreement and/or any signed Participation Agreement).**

The promoter of the Virgin Earth Challenge shall be Virgin Management Limited on behalf of the Virgin Group of companies ("Virgin").

### 1. Purpose and overview

**1.1 The purpose of the Virgin Earth Challenge (the "VEC") is to encourage development of a commercially viable new technology, process or method to remove anthropogenic greenhouse gases ("GHG(s)") from the atmosphere, so as to improve the stability of the Earth's climate.**

**Whilst we at Virgin fully recognise the benefits of mitigating GHG emissions, this award is targeted specifically at the narrow field of sequestration. Entries focussing on other areas outside of sequestration (including, but not limited to, renewable energy and energy efficiency) will not be considered by the VEC Judges.**

**FAQ: Definition of Sequestration: For the purpose of this Agreement, when referring to sequestration, we mean a technology or process that removes GHGs from the atmosphere and stabilises them so that they do not re-enter the atmosphere for a significant period of time (see Clause 1.2).**

1.2 The Prize will be awarded to such Entrants who submit a commercially viable design which, in the opinion of the Judges (as defined in Clause 3.4):

a) achieves or appears capable of achieving the net removal of significant volumes of anthropogenic, atmospheric GHGs each year for at least 10 years;

b) meets the Assessment Criteria (as set out in Clause 3.1);

c) has long term benefits (measured over centuries); and

d) makes an outstanding contribution to the stability of the Earth's climate.

- 1.3 The winner of the Earth Challenge shall enter into discussions with Virgin to mutually agree terms for realising their design and may also be subject to additional terms and conditions.

**FAQ: When it comes to awarding the prize money, we'll discuss and agree on terms for using the money, what the time limits are and so on with the winner(s). As different terms may apply to different Designs, we cannot agree to these terms until the winner(s) have been announced.**

- 1.4 The winner of the VEC is responsible for implementing their design, with reference to and where mutually agreed, with reasonable assistance from Virgin. It is intended that the winner(s) would use the proceeds to commercialise and/or grow their business in order to achieve the objectives of the VEC.

**FAQ: We expect the winner to be able to carry out their design and develop it to a stage where it can meet the criteria of the VEC. We don't expect you to carry this out single-handedly. Virgin will be able to help you in some areas as is agreed, and you may get together a team to help realise your idea. We would hate to see a winning idea, that could aid mankind's survival, go undeveloped.**

## 2. How to enter the VEC

- 2.1 Each Entrant must submit a signed copy of this Agreement (signed by all members of the team, if the team is composed of individuals) before the Entry Closing date (see Clause 4.1). The Challenge Check list should be printed, signed and sent

by post to: Virgin Earth Challenge  
The School House  
50 Brook Green  
London W6 7RR  
United Kingdom

or scanned and emailed to:

[earth.challenge@virgin.co.uk](mailto:earth.challenge@virgin.co.uk)

- 2.2 The Challenge Checklist is designed to help applicants provide the right information to us and to help the judges to confirm that entries are within the scope of the VEC. Please answer all of the questions on the Challenge Checklist which are relevant to your Design. If you answer 'No' to Question 10 of the Challenge Checklist your Design will not be entered into the VEC.

**FAQ: Question 10 of the Challenge Checklist reads: Does your technology sequester greenhouse gases (GHGs) from the atmosphere?**

- 2.3 Applicants are encouraged to send additional material with the Challenge Checklist (please see the Assessment Criteria at clause 3.1). If your

Design does not fulfil the required criteria from the information given in the Challenge Checklist, no additional material will be assessed.

- 2.4 Please note that your entry does not need to include an explanation of climate change or the need for sequestration technology.
- 2.5 By entering the VEC, and signing a copy of this Agreement, each Entrant agrees to be legally bound by this Agreement.
- 2.6 The VEC is open to Entrants resident in any nation anywhere on Earth; save for any nations the laws of which provide that entry in to the VEC is illegal.
- 2.7 Entries may be submitted by any individual or individuals, companies or other organisations of any nature. Please note that if you are entering the VEC as part of a team of individuals, all members of the team must sign up to this Agreement, in order to validly enter. Each member of your team of individuals signing this Agreement will be jointly and severally liable for each of your obligations under the Agreement.

**FAQ: If your team comprises a number of individuals you must all sign this Agreement. If you are entering the VEC on behalf of an academic establishment or company, then you must make sure that whoever signs this Agreement has the authority to enter the Agreement on the organisation's behalf. The entity that enters this Agreement will have sole control and liability for entering into this Agreement and for any rights in their entry.**

**We'd like to make this really clear. At the point of judging, the VEC will consider the company, individual, or university department as the Entrant and the main point of contact, and your team must have an understanding of who owns the technology in your entry if members of your team part ways. Please also see Clause 5.3.**

**If your team is comprised of individuals, and not a company or a university department, all of the team will have joint and several liability.**

- 2.8 The VEC is NOT open to:
  - (a) board members and employees of the Virgin Group of companies;
  - (b) anyone who has been involved in the organising, promoting or judging of the VEC; and
  - (c) anyone under the age of 18.

### Submitting a Entry

- 2.9 Entrants must submit a signed copy of this Agreement (which includes the Challenge Checklist). Once the Agreement has been validly submitted, Entrants can submit additional material concerning their entry. This can be submitted in writing by post (recorded delivery

recommended) or by hand to the above address (Clause 2.1). Additional material may also be scanned and sent by email in 10MB chunks to:

[earth.challenge@virgin.co.uk](mailto:earth.challenge@virgin.co.uk)

- 2.10 It is free to enter the VEC. However, the Entrant(s) shall bear the costs (if any) of researching, preparing and submitting their entry.
- 2.11 The entry submission should be written in English and should be sufficiently detailed and clear to enable the Judges to analyse the entry, including the method and any possible side effects of exploitation of the design. Please do not send prototypes with your entry, unless requested to do so.
- 2.12 Unfortunately we are unable to return entries.
- 2.13 By entering, each Entrant confirms that the submitted design is original, is the Entrant's own work, does not breach any laws or obligations of confidentiality, and, to the best of the Entrant's knowledge and belief, after carrying out appropriate research and due diligence (and providing appropriate documentary evidence if requested by the VEC):
- (a) is not in violation of any other applicable laws;
  - (b) does not infringe any other third party rights of whatever nature; and
  - (c) the Entrant has all rights and permissions necessary to submit the entry to the VEC and to exploit (or grant rights to exploit) their design anywhere in the World.

Each Entrant hereby indemnifies Virgin and the Judges against any loss, damage or liability which they might incur by reason of any breach of this Agreement.

- 2.14 Virgin shall not be responsible for ensuring that Entrants take appropriate steps to protect (and where relevant retain and/or review) any intellectual property rights in their design; whether by way of applying for patent, design or other registered intellectual property right protection or otherwise.**
- 2.15 Entrants will continue to own all rights in and to their design and participation in the VEC does not grant to Virgin any rights in or to the design.**

**FAQ: What does protecting intellectual property mean? We want to make sure that your idea stays confidential and is owned by you and you alone. We will of course keep the details of your entry confidential; however, we also recommend that you seek a patent in your home country and in any other relevant jurisdictions for your underlying design. We know that it can be expensive to apply for patents, and it is not mandatory to have a patent to enter the VEC. However, when you enter the VEC please inform us**

**of all protection you have secured (if any). If you have not secured a patent of your design, your entry may be vulnerable, but we suggest that you date all documents and mark all documents as confidential and mail a copy of your entry to yourself keeping it in the sealed envelope.**

**If you win the prize, Virgin may suggest that you protect your idea on a worldwide basis.**

2.16 The number of entries per Entrant is not limited; however each new entry requires a new Agreement (including a new Challenge Checklist).

### **3. Assessment Criteria**

3.1 The entries will first be assessed by a technical panel of experts in the field of GHG sequestration (the "Technical Panel"). The Technical Panel will ensure that each entry will at least fulfil all of the following assessment criteria, in order to progress to the next stage of judging:

- a) Ability of the design to achieve a net removal of a quantifiable amount of GHGs from the atmosphere;
- b) All atmospheric GHGs (not only carbon dioxide) should be considered, in relation to their global warming potential;
- c) The proposed system should be scalable to a significant size in order to meet the informal removal target of 1 billion tonnes of carbon-equivalent per year for 10 years (the "Removal Target");
- d) Ability of the design to achieve the Removal Target. Removal will be considered on a net life cycle basis (i.e., direct and indirect GHG emissions caused by the manufacture, operation and decommissioning of the system should be taken into account);
- e) The system should provide long term GHG removal from the atmosphere. Systems which include potential for GHG release at any point in the cycle will be approached with caution;
- f) The design must show technical viability, effectiveness and efficiency;
- g) Any harmful effects and/or other incidental consequences of the solution should be stated. The proposed system at scale should not create other significant direct or indirect environmental or social damage that would be likely to negate the climate benefit (e.g. extensive ecosystem degradation or significant security threats);
- h) The system for removal of GHGs must be commercially viable. To this end a clear case should be made for expected return on investment over three and ten years (or longer), taking into account credible scenarios for the future cost of energy, raw materials and management, and future revenue from carbon markets and/or other sources;
- i) The proposed mechanism for measurement of carbon removed should be sufficiently credible (1) to accurately monitor the system's performance over time; and (2) to enable revenue generation on the regulatory and/or voluntary carbon market (if applicable to the commercial viability);
- j) If applicable, any other contributions to the reduction in environmental GHGs should be stated;
- k) The proposed operation for each entry must be demonstrable at least in the laboratory environment prior to final judging.

- l) There should be clarity as to ownership of intellectual property in the design submission. This is likely to be assessed at later stages of the selection process, but any concerns should be identified.
- 3.2 Entrants may be required to provide further information either in writing or at meetings to assist the Judges in assessing the suitability of their entry, and each entrant therefore agrees to fully co-operate, wherever reasonably possible, with the Judges, in order to proceed.
- 3.3 **Information which is not in the public domain and is marked by the Entrant as confidential shall be treated as confidential by Virgin and the Judges.**
- 3.4 Entries which make it through the Technical Panel judging stages will then be put forward to a panel of expert judges comprising of Sir Richard Branson, Sir Crispin Tickell, Al Gore, James Lovelock, Jim Hansen and Tim Flannery (the "Judges"). If any Judge is unable to take part in the judging of entries, such Judge may be replaced by an alternate judge selected by agreement of the remaining Judges.
- 3.5 The Technical Panel and the Judges reserve the right to take external advice and guidance from other experts as they consider appropriate.
- 3.6 None of the Judges or members of the Technical Panel shall:
  - (a) have any personal or financial interest in, including, but not limited to being an employee, officer, director, agent, sponsor or financier of any registered Entrant of the VEC; and
  - (b) have a familial or financial relationship with any registered Entrant or registered Entrant's sponsor.
- 3.7 The Prize, or any part thereof will be awarded at the discretion of the Judges. The decision of the Judges shall be final.

#### **4. Challenge Duration**

- 4.1 The VEC was launched on 9 February 2007 and will run for an initial period of 3 years. Entrants will be processed and informed of their progress throughout this period. There will be a major review of the Entrants that have passed the first round of the VEC in February 2010. The deadline for submissions to be reviewed in this period is 8 January 2010.
- 4.2 Entries will be reviewed on a periodic basis. Entrants will be alerted as soon as reasonably practicable as to whether their entry has progressed to the next stage of the VEC.
- 4.3 If the Technical Panel consider that the Assessment Criteria have been met, and that one or more Entrants should be awarded some or all of the Prize, Awards may be made and the winners will be announced by Virgin prior to or after the Entry Closing Date, in accordance with this Agreement.

- 4.4 The Entry Closing Date may be extended by Virgin (as is determined by Virgin in its sole and absolute discretion). On any such extension, the Judges shall repeat the judging process in accordance with clause 3 above.
- 4.5 Once signed, this Agreement shall continue in full force and effect until the end of the VEC, unless earlier terminated as otherwise provided herein (subject always to clause 11.1).
- 4.6 Without prejudice to its other rights or remedies, Virgin may terminate your entry in the VEC if Virgin (in its sole discretion) for any reason, including if Virgin concludes that you have breached or violated any of the terms of this Agreement.

## 5. Exploitation of Design

- 5.1 Irrespective of whether you win the VEC or not, Virgin may wish to enter into discussions with you concerning the possibility of Virgin company acquiring rights in your design (the "**Rights**") or entering into any agreement relating to the exploitation of your design.
- 5.2 You hereby agree that you will enter into such discussions with Virgin in good faith. You shall be under no obligation to enter into a legally binding agreement with Virgin regarding your design. However, if such discussions result in the acquisition of Rights or an agreement relating to the exploitation of the design by Virgin, you shall be paid a commercially reasonable agreed amount, to be negotiated. This is in addition to any Award you may or may not receive.
- 5.3 **Whilst you are entered in the VEC, if the ownership of your design changes substantially, (for example, if you sell the rights in your design technology, or your company to a third party) then the new owner must re-apply if they wish the entry to remain in the VEC.**

**FAQ: We know that you may want to discuss with or even sell your entry to other businesses, academic establishments or sponsors. If you do sell your rights in your design to anyone else, please let us know. The name on the Agreement must match up to the name of the owner of the rights, so if there is any substantial change in the ownership of the rights, you won't remain in the running until the new owner reapplies.**

## 6. The Award

- 6.1 The main prize pool is US\$25million (the "Prize").
- 6.2 The Judges may elect to award the entire Prize to one Winner or to share the Prize between two or more Winners. The Judges are under no obligation to award any or all of the Prize if suitable winners are not found. The Judges may also elect to award other amounts to Entrants outside of the main Prize pool.

- 6.3 The winners may not be rewarded the Prize instantaneously or in one go. The award of the Prize may depend on the winner showing their entry working for an agreed period of time.
- 6.4 The winners agree to provide to Virgin all non-confidential, available information regarding their winning entry (and any subsequent improvements, variations or developments thereof) upon request within 1 (one) year from the announcement of the award of their proportion of the Prize.
- 6.5 An award of the Prize may be subject to withholding tax (if applicable) and/or income tax or other applicable tax which may be ordinarily payable by a winner upon receipt of the Prize.

## **7. Liability**

7.1 Virgin accepts no liability for:

- (i) death, personal injury or other loss or damage resulting from experiments or other preparation of entries; and
- (ii) any entries lost, damaged or delayed in transmission (please note that proof of submitting an entry is not proof of receipt).

7.2 You warrant that:

- a) all entrants are eligible to participate in the VEC;
- b) all information which you provide to Virgin and/or the Judges in connection with the VEC shall be honest, accurate and complete;
- c) you will not knowingly or recklessly damage the goodwill or reputation of Virgin, the Virgin Trade Marks or the VEC or disparage or misrepresent Virgin or the VEC in any way;
- d) your entry into this Agreement and participation in the VEC does not put you in breach of any contract or any other obligation to any third party.**
- e) you will not deep link to portions of the VEC website, or frame, inline link, or similarly display any VEC or Virgin property, including, without limitation, the Virgin Trade Marks or VEC logo as part of a link.
- f) under no circumstances shall you imply any sponsorship, association, affiliation or co-operation between yourselves and the VEC.
- g) your performance of your obligations under this Agreement does not breach or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules;
- h) this Agreement constitutes legal, valid and binding obligations on you, enforceable in accordance with the terms herein;

- i) you will comply with all applicable laws, rules and regulations on entering the VEC, including this Agreement.

7.3 You acknowledge that Virgin may receive a significant number of submissions in respect of the VEC and that such other submissions may contain ideas, materials, designs and other information which are competitive with, similar to, or even the same as your entry.

7.4 As a condition of entering the VEC you hereby agree that you:

- a) will not make any claims against the Judges or Virgin Management Limited, Virgin Enterprises Limited, the VEC and their respective affiliates, for without limitation: unauthorised copying, plagiarism, and intellectual property infringement; and
- b) will indemnify, Virgin Management Limited, Virgin Enterprises Limited, the VEC, their respective affiliates, and the Judges against any and all claims which you bring contrary to the foregoing provisions of this clause 7.4.
- c) will indemnify, defend and hold the VEC, Virgin Management Limited, Virgin Enterprises Limited, their affiliates and the Judges, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your entry, your violation of the Agreement or your violation of any other legal rights.

7.5 As a condition of your participation in the VEC, you hereby agree that in no event shall the Judges, the VEC or Virgin Management Limited be liable (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss, damages, or other liabilities whatsoever suffered or incurred by you in connection with the VEC including without limitation any direct, indirect, consequential or special losses/damages and/or any loss of profits suffered or incurred by you in connection with the VEC.

**FAQ: There is a very high chance that entries may be similar. You can be rest assured that Virgin will never use your entry to further its own interests or copy your work. Therefore we ask that you don't try to sue us.**

7.6 The VEC makes no representations about the suitability of the information published on the VEC website for any purpose except as expressly provided herein, and all information is provided "as is" without warranty of any kind.

7.7 The VEC Website and the Agreement (including the Challenge Checklist) may contain technical inaccuracies or typographical errors. The VEC assumes no responsibility for and disclaims all liability for any such inaccuracies, errors or omissions.

7.8 if you submit an entry that contains (without limitation) graphic images, photographs, or pictures ("Images"), you warrant and represent that you are the copyright owner or that the copyright owner has granted you

permission to use such Images consistent with the manner and purpose of your use and as otherwise permitted by this Agreement.

- 7.9 The VEC makes no representation or warranty that any entry submitted will win the VEC.
- 7.10 You agree not to engage in the use, copying, or distribution of any of the VEC website content for any commercial purposes.

## 8. Important information

- 8.1 **Virgin reserves the right to modify this Agreement (including the Challenge Checklist) as necessary at any time. If Virgin modifies the Agreement we will update you on such modifications prior to these coming into effect. If you do not agree to such modifications you can terminate your participation in the VEC at any time by notifying us in writing (subject to clause 11.1).**
- 8.2 Each party will not and has not relied on any statement, representation, warranty or other provision (in any case whether oral or written, express or implied and whether negligently or innocently made) made by the other party, which is not expressly set out in this Agreement when registering to enter the VEC.

**FAQ: If you email us or call us we'll be happy to help discuss the VEC. However, our discussions are not legally binding. Only this Agreement is binding on you and Virgin.**

- 8.3 The VEC shall be governed by this Agreement (including the Challenge Checklist) only.
- 8.4 The VEC and this Agreement are governed by English law and subject to the exclusive jurisdiction of the English courts.

## 9. Publicity

- 9.1 Virgin reserves the right to publish non-confidential details of the winners of the Prize (the "Winners") and any winning entries on the [www.virginearth.com](http://www.virginearth.com) and [virgin.com](http://virgin.com) websites and in other promotional and publicity material as it considers appropriate, including (without limitation) for the purposes of promoting the Virgin Group.
- 9.2 If you are a winner of the VEC you shall reference the VEC in all relevant promotional materials produced in connection with the implementation and/or exploitation of such winning entry, in a form and for a period as are mutually agreed with Virgin.

**FAQ: We don't expect you to keep talking about the VEC for the rest of your life, but during the term of the competition, whilst you're still in the running, we would like you to mention that you've entered the VEC at appropriate times, such as when discussing**

**your work with academia, potential business associates and the press.**

**If you win, we will jointly agree the press strategy, and we may publish non-confidential details about you and your winning entry all over world. We won't publish any confidential information regarding you or your design. We may want to publish information on finalists, as well as winners, as part of VEC publicity. But if you aren't a finalist or a winner, we won't make your details public.**

**Publicity should work both ways. If you win the VEC we'll expect you to mention us when you spend your winnings and realise your design.**

- 9.3 Entrants shall not take part (or agree to take part) in any media coverage, or make any press releases or other public announcements, regarding participation in the VEC without the prior written agreement of Virgin.
- 9.4 Entrants shall not refer to the VEC, or permit the VEC to be referred to by any third party, for the purposes of promoting or publicising any company or business other than those businesses within the Virgin Group without Virgin's prior written consent.

## **10. Virgin Trade Marks**

- 10.1 You agree that Virgin is the exclusive owner of all right, title and interest (including all intellectual property rights) in and to the Virgin Earth Challenge (including without limitation the name "**Virgin Earth Challenge**" and any and all associated trade marks, branding and logos (the "**Virgin Trade Marks**").
- 10.2 Once you have fully entered the VEC and subject to your compliance with this Agreement, Virgin hereby grants to you a non-exclusive, royalty-free, personal, non-transferable, revocable licence to use the Virgin Trade Marks in the form specified by Virgin in writing in all relevant materials produced in connection with your entry.
- 10.3 You will not register any of the Virgin Trade Marks or anything similar as a trade mark, domain name, business name, company name or otherwise. Nor will you impair the rights of Virgin in the Virgin Trade Marks, including, but not limited to modifying or defacing the Virgin Trade Marks.
- 10.4 You undertake to stop using the Virgin Trade Marks if requested to do so by Virgin.
- 10.5 Virgin has the irrevocable and exclusive right (but not the obligation) at all times to take any and all steps, in order to protect or enforce any claim or right of any kind, or defend any action by a third party in relation to the Virgin Trade Marks. If Virgin takes proceedings against any third party, you must provide all assistance (at Virgin's expense) in

association with such steps. Any damages received as a result of such proceedings are for the account of Virgin only.

**FAQ: The name 'Virgin Earth Challenge' is a trade mark owned by Virgin. You should only use this name in the specific way we ask you to. By entering the VEC we are giving you the right to use the VEC name for these purposes only. Please don't ever use the 'Virgin' name on its own, always use 'Virgin Earth Challenge'.**

## **11. General**

11.1 Terms which expressly or by implication are intended to survive termination or expiry of this Agreement shall survive notwithstanding termination including, without limitation, clauses 2, 3.3, 3.6, 3.7, 5, 7, 8, 9, 10, and 11.

11.2 Any waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any other breach and shall not affect the other terms of this Agreement.

**FAQ: When you sign up to this Agreement, you and Virgin will both be bound by the terms listed here, and many of the terms are still binding even if your entry is rejected. This is to ensure that both you and the VEC are protected in relation to your design and our logos. Please carefully note the surviving clauses in clause 11.1.**

11.3 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction:

- a) the legality, validity and enforceability in that jurisdiction of the remaining provisions shall be unaffected;
- b) the legality, validity and enforceability in any other jurisdiction of that or any other provision shall be unaffected; and
- c) the parties shall endeavour to give effect to the parties' intentions as reflected in the provision.

11.4 Nothing in this Agreement shall constitute a partnership, joint venture, agency or employment relationship of any kind between any of the parties.

11.5 Virgin shall not be liable for any failure to perform or any delay in performing (or for the consequences of any such failure or delay) any of its obligations under this Agreement, if such failure or delay is due to any cause whatsoever beyond its reasonable control.

11.6 This Agreement shall be binding upon and inure for the benefit of the successors in title of each of the parties.

11.7 The parties agree that the provisions of this Agreement are personal to them and are not intended to confer any rights of enforcement on any third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any of its provisions.

- 11.8 If you e-mail us, you are communicating with us electronically, and you therefore consent to receiving communications from us electronically or by other means provided to us, including telephone or facsimile. You agree that all email communications that we provide to you satisfy any legal requirement that such communication be in writing.
- 11.9 Entrants may not assign or otherwise transfer the Agreement nor any right granted hereunder.