

THE UK TRADE & INVESTMENT GREAT TECH AWARDS CONTEST OFFICIAL RULES

1. PURPOSE OF THE GREAT TECH AWARDS:

The GREAT Tech Awards highlights the growing relationship between the United Kingdom and United States technology scenes and the structures in place to support the international expansion of US tech companies to the UK.

Six technology companies in the categories of, education, health, lifestyle, finance, media and the internet of things, headquartered in the states of New York, New Jersey, Connecticut or Pennsylvania, will showcase readiness for international expansion and through the GREAT Tech Awards, will have the opportunity to explore expansion to the UK.

The “Best of British” Award is also designed to recognize transatlantic growth of companies in the United Kingdom and to that end, will recognize one British technology company that has successfully established a business presence in the states of New York, New Jersey, Connecticut or Pennsylvania.

2. ELIGIBILITY:

Any company that is under any contract that would prohibit the Sponsor from the use or display of its submission at any point during or after the Contest, or companies who cannot meet all of the Submission Guidelines outlined below, are not eligible to enter. Contest is void where prohibited.

United States Companies:

The GREAT Tech Awards is only open to US headquartered companies organized and in good corporate standing in the states of New York, New Jersey, Connecticut or Pennsylvania and having no current offices in the United Kingdom (“Contestant”). Contestants must have a verifiable international client base and be ready to grow internationally. Contestants must have a primary focus on products or services within the field of technology. Ideally contestants should have an employee headcount of 10 or more people. Employee headcount excludes independent contractors. A representative from the winning company must be able to travel in the week specified for the UK visit as indicated in the Prizes section of these Official Rules. Specific dates and times of flight will be confirmed at least one month before travel.

United Kingdom Companies:

The Best of British Award (together with the GREAT Tech Awards, the “Contest”) is only open to companies headquartered, organized and in good standing in England, Scotland, Wales, or Northern Ireland and that have a business presence in the states of New York, New Jersey, Connecticut or Pennsylvania and that have a primary focus on products or services within the field of technology (“Contestant”).

3. SPONSOR:

The Contest is sponsored by UK Trade & Investment, 845 Third Avenue, New York, New York 10022 (“Sponsor”). Employees, officers, directors, agents, representatives of Sponsor, or the Contest and advertising agencies of any aforementioned entity, and their immediate family members and those living in their household, and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible.

4. CONTEST DATES:

Contest begins at 12.01am Eastern Time on June 1, 2014 and ends at 11.59pm Eastern Time on Aug 1, 2014 (“Contest Dates”). Winners will be announced on or about October 9, 2014 (together with Contest Dates, the “Contest Period”). Please review entire rules to determine entry deadlines, which end earlier than the winner selection date.

5. HOW TO ENTER:

Contest is subject to these official rules (“Official Rules”). Online entry only. To enter, go to <https://www.gov.uk/great-tech-awards#applying> which will take you through to <http://thegreattechawards.tumblr.com/apply>. From there choose either “NY/NJ/PA/CT based US tech company” or “Best of British Award for UK-based companies” and hit the register button. Complete the online entry form following the instructions provided (“Written Submission”). The entry form must be complete for you to qualify to win. You must designate a contact person on the entry form for your Submission to be considered (“Company Contestant”). Your Submission will be judged initially based solely on the answers provided in the entry form. No other information will be considered by the judges unless you reach the finalist round.

The entry form for the GREAT Tech Awards will require Contestants to indicate an Award Category in which the Contestant is submitting its Submission.

Contestants may enter in more than one Award Category provided the Contestant offers a viable product or service related to each Award Category in which Contestant enters. The six Award Categories are: education, health, lifestyle, finance, media and the internet of things.

Sponsor will not verify Submissions nor will Sponsor return Submissions. After final verification of winner, Submissions may be destroyed and will not be returned. All submissions must be received no later than 11.59pm Eastern time on Aug 1, 2014 (According to Sponsor's internal time clock).

6. JUDGING AND NOTIFICATION:

There will be two rounds of judging, an initial round and a finalist round. Submissions will be judged by a distinct panel of qualified judges selected by Sponsor, and Sponsor staff members, who comprise industry leaders, influencers, and entrepreneurs. No judge has a stake in the outcome of the winner. No judge shall have decision making authority for any Submission in which that judge either has a financial or other reasonably calculable stake in the outcome of the product or service, or who served as a consultant, teacher, mentor, or consultant to the Contestant.

GREAT Tech Awards Written Submission Initial Round Judging Criteria

All GREAT Tech Awards Submissions will be judged for a possible maximum score of 200 points, based upon the following criteria:

- Past company growth (up to 50 points)
- Degree of innovation of product, service, or company model (up to 50 points)
- Degree of relatedness of product or service to Award Category selected (up to 25 points)
- Extent of potential business growth in the UK (up to 75 points)

In the event of a tie, double weight will be given to the "Extent of potential business growth in the UK" judging criteria.

"Best of British" Award Written Submission Initial Round Judging Criteria

All "Best of British" Award Submissions will be judged for a possible maximum score of 150 points, based upon the following criteria:

- Demonstrable transatlantic growth from the UK to US (up to 50 points)

- Degree of innovation of product, service, or company model (up to 50 points)
- Extent of potential business growth in the US (up to 50 points)

In the event of a tie, double weight will be given to the “Demonstrable transatlantic growth” judging criteria.

Selection of Finalists:

The top three highest scoring Contestants in each Award Category from the GREAT Tech Awards will be selected as Finalists, and the top three Contestants from the “Best of British” Award will be selected as Finalists for a total of twenty one (21) Finalists. Finalists will be notified by email on Tuesday 2 September, 2014 at the email address provided in the entry form. Each Finalist will have up to 72 hours to respond via email and confirm its intention to attend the GREAT Tech Awards Gala, to be held on the evening of Thursday, October 9, 2013, at a location to be determined in Manhattan. Winners will be announced at the Gala. Finalists must attend the Gala.

If Finalist notification is returned as undeliverable for any reason, status as Finalist may be forfeited and the Submission with the next highest score will be chosen as the Finalist. Finalists must attend the Gala in order to be eligible to win. If any Finalist cannot attend the GREAT Tech Awards Gala, that Finalist will forfeit its status and another Finalist will be chosen to take its place from the next highest scoring Contestant.

Finalist Submission

Once notified by email, each Finalist must then submit a 60 second video describing your company and why you should be chosen as a winner of the GREAT Tech Awards Contest. Finalists will have until Monday 8 September to create the video. By 11.59pm on 8 September, the video should be uploaded to YouTube as unlisted and submitted to <http://thegreattechawards.tumblr.com/> via the “Submit” button. Videos should be uploaded with the title “GREAT Tech Awards 2014 Finalist: COMPANY NAME” and the description “Official video submission by COMPANY NAME for the GREAT Tech Awards 2014.” Please make sure you receive an UPLOAD confirmation via email within 48 hours once the upload of your video is complete. If you do not receive this email, your video was not uploaded successfully and you have not been entered.

The finalists will be announced at an event during the week of 22 September, at which point the videos will be pushed through to the Tumblr page and shared on

other social media platforms as promotional collateral for the GREAT Tech Awards. By submitting a video, finalists give the Sponsor the right to use it in any promotion around the GREAT Tech Awards now and in the future. Finalists will be judged on their written application and video application according to the judging criteria highlighted below. Videos can be one-take or edited packages but must not exceed 60 seconds.

GREAT Tech Award Finalist Round Judging Criteria

- Past company growth (up to 50 points)
- Degree of innovation of product, service, or company model (up to 50 points)
- Degree of relatedness of product or service to Award Category selected (up to 25 points)
- Extent of potential business growth in the UK (up to 75 points)
- Creativity and message contained in the Video (up to 25 points)

“Best of British” Award Finalist Round Judging Criteria

- Demonstrable transatlantic growth from the UK to US (up to 50 points)
- Degree of innovation of product, service, or company model (up to 50 points)
- Extent of potential business growth in the US (up to 50 points)
- Creativity and message contained in the Video (up to 25 points)

Winners:

One Winner in each Award Category from the GREAT Tech Awards and one “Best of British” Award Winner, for a total of seven (7) winners, will be announced at the Gala (“Award Winners”). If a GREAT Tech Awards Contestant entered in more than one Award Category and is declared the Category Winner in more than one Award Category, only one Grand Prize will be awarded to the Contestant and the second highest scoring Contestant in the other category will be declared the winner.

People’s Choice Award:

At the Gala, one People’s Choice Winner will be selected from among all finalists using electronic voting by the audience following the presentations. The audience will be provided with the judging criteria set forth above and will select the People’s Choice Winner according to those criteria. Reminder: it is possible to be both an Awards Winner and the People’s Choice Award Winner.

7. SUBMISSION GUIDELINES:

In addition to the other terms and conditions contained in these Official Rules, the answers provided in the entry form and the 60 second video (if selected as a finalist) must be original, truthful works of authorship. Submission must, in Sponsor's sole discretion, contain sufficient technical or explanatory details, including but not limited to company details, product and/or service descriptions, and statements of activities that the entity has a current international customer base and the ability to expand into the UK/US market, so as to provide a complete analysis of your company, your company's innovation, your company's product and/or service, and how your company will take advantage of the UK/US market. Your Submission must be in English.

All written submissions must be submitted through the online system, which is located at <https://www.gov.uk/great-tech-awards#applying>. Sponsor will not accept mailed or emailed submissions. Sponsor is not responsible for legal protection of Submissions. If, in the sole discretion of Sponsor, Company Contestant's work appears to be an infringement under U.S. law, Sponsor will disqualify Submission. Each Company Contestant hereby indemnifies Sponsor and the judges against any and all loss, damages or liability that they might incur by reason of any breach or alleged breach of this paragraph or these Official Rules.

8. ADDITIONAL GUIDELINES FOR VIDEO SUBMISSIONS:

- Videos must not have had internet or DVD sales.
- Please, no personal attacks on anyone or any other discernable country, state or city.
- Videos must be appropriate for a broad audience.
- No video may depict harmful or illegal activity or substance, or offensive subject matter as determined at our sole discretion.
- Videos must also be original works of authorship. By entering, you warrant that your video does not infringe any third party's rights, and that you have obtained any necessary permission from all relevant third parties to submit the Submission. You may not use in your video without properly executed releases, parties who: 1) are represented under contract (e.g., by a talent agent or manager) that would limit or impair our ability to show the video in any media form; 2) have an acting or modeling contract that would make their appearance in the video a violation of any third party rights; 3) are under a merchandising

agreement; or 4) are under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this promotion, or from allowing us to use the video online, in television media and other forms of distribution at our discretion.

- Videos may be subject to disqualification if Sponsor reasonably believes there is third party content – not owned by the Contestant – that may be the subject of copyright protection. Content that may not be used without prior permission includes, but is not limited to photographic images downloaded from public sources; drawing or images; music of any kind that is not in the public domain and voice-over material. Contestant is solely responsible for securing permission to use any copyrighted material and may be required, upon request, to submit proof of ownership or license to Sponsor.

Sponsor reserves the right to exclude any Submission that it believes, in its sole discretion, doesn't meet the above criteria.

9. INTELLECTUAL PROPERTY:

Submissions remain the property of Company Contestant and Sponsor treats Submissions as being eligible, under U.S. Copyright law, to be entered in this Contest. Company Contestants recognize that many entries may be similar in nature and Sponsor's determination of winning "Submissions" is final. Company Contestants are solely responsible for protecting the intellectual property of their Submission. By entering the Contest, Company Contestants grant to Sponsor a license to review the Submissions during judging, as well as use the Submission for publicity purposes as outlined herein.

10. LICENSE:

As a condition of entering Contest, Sponsor shall retain a perpetual non-exclusive royalty-free license to use Submissions for any purpose whatsoever, without any additional compensation and to display Submissions in any and all media throughout the world for any purpose whatsoever, including without limitation, displaying Submissions on Internet websites, in Contest material, and/or in public and private places worldwide, the term of which shall be the entire life of the copyright or any other rights claimed in the Submission. Company Contestant retains all rights to Submission, provided however that Sponsor may make practically necessary changes to Submission to account for proper display and/or use pursuant to this License. Sponsor shall make commercially reasonable efforts to display appropriate and customary credit lines

on any Submission displayed or otherwise featured. Should any Company Contestant be unwilling or otherwise unable to enter into license, or provide permissions and/or releases or otherwise cannot accept or receive the prize for any reason, or, if in the sole discretion of Sponsor, Company Contestant is not eligible to receive a prize, the Company Contestant with the next highest score may be chosen from the remaining Submissions until one who is able to meet all requirements can be selected. All potential prizewinners must provide Sponsor with all signatures on required paperwork and return all documents in a timely manner as required pursuant to these Official Rules in order to be eligible to receive the prize. Company Contestants will not be paid for their submissions or for granting Sponsor any of these rights.

While Sponsor will seek to post video Submissions in the form as provided at the time of entry, all Contestants agree that due to technical limitations and other reasons, videos may be edited or altered from their original form and that Sponsor reserves the right to re-shoot, edit or modify the Submission in its sole discretion, including replacing any voiceover, soundtrack or music or adding its logo or other trademark. Sponsor may post videos in any order or sequence, with or without commentary, and may select the excerpt of video to serve as a thumbnail in its sole discretion. Sponsor shall have no liability as to posting of videos.

11. PRIZES:

Grand Prize for GREAT Tech Awards Winners:

Each GREAT Tech Awards Winner shall receive, upon determination of eligibility and ability to accept the prize according to these Official Rules:

- **One round-trip minimum coach airplane ticket** from New York to London during the week of 2nd November, 2014
- **5 nights hotel accommodation** plus breakfast at Corinthia Hotel London; **access to business meeting room at the hotel during the stay – conditions apply, attendance at an industry focused welcome cocktail reception at the Hotel**
- **A meeting with a senior representative from Number 10 Downing Street**
- **A customised business development programme in London (week commencing 2nd Nov) to include:**

- Workshops with lawyers, accountants, recruiters, banks, venture capitalists on doing business in the UK
- A tour of an innovation hub/co-working office spaces
- One entry pass to the Innovate Conference (5-6 November 2014)
- Networking opportunities with local entrepreneurs
- A briefing on the tech clusters throughout the UK
- **Legal services provided by Taylor Wessing** valued at \$4,500 per winner
 - Up to \$3,000 worth of legal fees to spend as the winner chooses within a two year time frame
 - Complementary company registration valued at \$1,500 to take advantage of within a two year period
- **Accountancy services provided by Blick Rothenberg** valued at \$4,000 per winner
 - One to one consulting on business guidance on a corporate and personal level
 - Free formation of the appropriate entity, free registrations for payroll as well as VAT registrations
 - Assistance with opening a bank account
 - Discounted filing of first year's financial statements and tax return
- **Recruitment services provided by Propel** valued at \$15,000 per winner:
 - \$8,000 discount from the winners first UK hire based on a retained search at 28% of the gross first year's salary
 - 6 week program of promotion across Propel's social media channels, website and blog covering the UK business development visit
 - 2 tickets (combined value up to \$750) to a relevant industry awards/conference within the first 6 months of coming to the UK
 - Development of an organisational structure for the UK office, with associated salary benchmarking and job description development
- **Two mentorship sessions by an Industry leader:**
 - Education: Rohan Silva (former No.10 Advisor) and Co-Founder of Second Home
 - Health: Harriet Fear, CEO, One Nucleus (also offering one year's free membership at One Nucleus if appropriate www.onenucleus.com/membership)
 - Internet of Things: Dr. Geoff McGrath, VP of McLaren Applied Technologies
 - Lifestyle: Sir John Sorrell, Chairman, The London Design Festival/ Co-Chair, The Sorrell Foundation

- Media: Farah Ramzan-Golant, CEO, all3Media
- Fintech: Alastair Lukies, CEO and Co-Founder, Monetise
- **Three months free office space** for two employees provided by Second Home, in East London, to be used within a one year period
- Of the winner's choice: **A bespoke program to a regional tech cluster**, arranged in advance and redeemable on any of the winners subsequent visits to the UK within a one year period. (The bespoke program does not include transport, accommodation or food to or during the visit in the UK.)

Total Approximate Retail Value: \$35,000

If a GREAT Tech Awards winner cannot meet the travel requirements of the Grand Prize, the Grand Prize will be forfeited as to that winner and another winner will be selected from the next highest scoring Finalist.

Internal U.S transport, airport transfers, food and transport in the U.K. will not be provided. The airplane ticket shall be in the name of one person designated by each GREAT Tech Awards Winner, which does not have to be the same as prior designated representatives. Grand Prize may not be redeemed for cash value.

Grand Prize for the “Best of British” Award Winner:

- **A business reception hosted by the British Consul General** New York at the British residence. The reception date and time of the reception will depend on availability of the residence and the Consul General but must take place by March 31st, 2015. Event facilitation, venue, and catering costs shall be determined in Sponsor's sole discretion and are included in the prize. Guest list of up to 100 people may be provided by the “Best of British” Award Winner and will be subject to Sponsor's approval;
- An **opportunity to speak at one of the UK Trade & Investment's (“UKTI”) 2014/15 events** in the New York Consular district (New York, Connecticut, Pennsylvania, and New Jersey);
- A **formal UKTI case study** promoted via UKTI and GREAT digital platforms;
- An **opportunity to participate in UKTI's Export Week, 2015.**
- **Legal services provided by Taylor Wessing** valued at up to \$3,000, to be used within two years of winning.
- **Accountancy services provided by Blick Rothenberg** valued at \$1,000 to provide free consultation on efficient management of

shareholdings, revenues and profit for the benefit of UK based shareholders, plus any further assistance as appropriate.

Total Approximate Retail Value: \$12,000.

People's Choice Award Prize:

People's Choice Award winner will receive an invitation to an exclusive event at the British residence.

12. CONDITIONS:

By entering this Contest, Company Contestants understand that their Submissions will be reviewed for commercial viability and that Company Contestants are not eligible if they (1) are represented under any contract that would limit or impair their ability to commercially exploit the Submissions; or (2) are under any other contractual relationship, or employment agreement that might prohibit them from participating fully in this Contest, or from allowing third parties to Contract with them to commercially exploit the Submissions; or (3) at any time before or during the Contest, have provided their Submission to any entity or third party for any purpose related to exploitation and/or commercialization (including the possibility of commercialization) of the Submission. Sponsor makes no guarantees, explicit or implied, regarding the outcome of any round or the guarantee of any prize. Nothing in this Contest may be construed as an employment contract.

By participating in the Contest, Company Contestants agree: (i) to be bound by these complete Official Rules and the decisions of Sponsor which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. By accepting a prize, Company Contestants agree to release Sponsor, including its parent, subsidiary and affiliated entities together with the respective directors, employees, officers, licensees, licensors and agents, and respective advertising and Contest entities and any person or entity associated with the production, judging, or administration of the Contest, (collectively, the "Releases") from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of the prize or participation in any prize-related activities.

Company Contestants may take part (or agree to take part) in media coverage, or make any press releases or other announcements regarding participation in this Contest with the prior agreement of Sponsor. No Company Participant shall refer to this Contest or permit it to be referred to by any third party for the

purpose of promoting or publicizing any company or business other than Sponsor.

As a condition of accepting the Grand Prize, the Winner must sign and return a declaration of eligibility, liability, and where lawful, publicity release, within the time period specified therein, allowing Sponsor to use the Submission, name, likeness, hometown name, winning entry and/or prize information as part of that publicity throughout the world, without any compensation or prior review unless specifically prohibited by law.

Sponsor reserves the right to cancel or suspend the Contest, in its sole discretion, should it receive fewer than 50 entries, or due to circumstances beyond its control, including natural disasters. Sponsor may, in its sole discretion, cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. Sponsor may prohibit a Contestant from participating in the Contest or winning a prize if, in its sole discretion, it determines such Contestant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. The internal laws of the State of New York will govern disputes regarding these Official Rules and/or this Contest.

Caution: any attempt to deliberately damage or undermine the legitimate operation of the contest may be in violation of criminal and civil laws and will result in disqualification from participation in the contest. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

13. PUBLICITY:

Except where prohibited by applicable law, Finalists and Winners' entry into the Contest and acceptance of any prize constitutes permission to Sponsor to use Finalists and Winners' Written and Video Submissions, as well as the company name and logo, and the names of person's representing company in the Contest, including such people's names, photographs, likenesses (including non-photographic and simulated), statements, biographical information, voice, and city and state address for any and all Contest or advertising purposes in connection with this Contest and/or the Sponsor's business operations and product/service offerings, on a worldwide basis and in all forms of media, now or

hereafter known, in perpetuity, without review, permission or further compensation of any amount or kind whatsoever.

14. PRIVACY:

All personal information collected by Sponsor will be used for administration of the Contest and in accordance with Sponsor's privacy policy, which may include commercial email solicitation. Sponsor makes commercially reasonable efforts to comply with the U.S. Federal CAN-SPAM Act and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at URL <https://www.gov.uk/government/organisations/uk-trade-investment/about/personal-information-charter> for important information regarding the collection, use, and disclosure of personal information by Sponsor.

15. WINNERS LIST:

For Winner's names, log on to <https://www.gov.uk/great-tech-awards>. Winner's names and Official Rules will be available on the Web Site for 60 days after the Winners are finally determined.

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