

# COMPETITION TERMS AND CONDITIONS

## UK EAWARDS 2021

### Awards for entrepreneurship, innovation, and talent

#### 1 GENERAL

- 1.1 This UK eAwards 2021 contest is organised and administered by everisconsultancy Limited, a company registered in England and Wales under number 07235059 whose registered address is at UK House, 180 Oxford Street, London, W1D 1NN (“**everis**”).
- 1.2 These terms and conditions (the “**Terms**”) govern Entrants’ (as defined below) participation in the competition known as the UK eAwards 2021 (the “**UK eAwards**”).
- 1.3 By participating in and submitting an Entry (as defined below) to the UK eAwards, all Entrants agree to be bound by these Terms in full.
- 1.4 Entry into the UK eAwards is prohibited for employees of the everis group and the wider NTT group of companies (and their families – i.e., everis employees’ first or second-degree relatives or in-laws may not participate in the contest).
- 1.5 everis reserves the right, in its sole discretion, to cancel or suspend the UK eAwards should causes beyond its control delay or interfere with the administration of or proper participation in the UK eAwards.
- 1.6 everis reserves the right to partially or fully modify, at any time, the present rules of the UK eAwards in the development, format and celebration of its phases and dates.
- 1.7 everis reserves the right to amend these Terms at any time without notice by publishing updated Terms at <https://eawardsuk.uk/> “<https://eawardsuk.uk/>” (the “**Website**”). However, everis will notify the Entrants of any amendments to these Terms if they occur during the eAwards contest.
- 1.8 everis assumes no responsibility for postal, technical or natural conditions that prevent the reception and/or judging of an Entry.
- 1.9 These Terms shall in all respects be governed by English law. The parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of all disputes (whether contractual or non-contractual) arising out of or in connection with these Terms or the UK eAwards.
- 1.10 Where these Terms are provided in any other language other than English, in the event of any conflict or inconsistency the English version of these Terms shall apply.
- 1.11 The UK eAwards are linked to a separate competition organised by the everis Spain foundation called the Global eAwards (as defined below).
  - 1.11.1 The Global eAwards:
    - (a) searches for the best technological project across many countries.
    - (b) are an international grand final organised by the everis Spain foundation conducted in multiple countries from Latin America

and Europe, where each of the country winners are entitled to participate and compete for an award (the “**Global eAwards**”); and

- (c) will take place in Madrid, Spain, during the e-talent-week on the dates specified by everis.
- (d) The Global eAwards consists of a financial contribution of €60,000 to support the development and launching of the winning project, and, if the Jury deems suitable, it may also offer a free support acceleration service package for the amount and duration they deem appropriate up to a maximum of a period of (three) 3 months. The Global eAwards will be paid in one lump sum or in successive installments, until the above-mentioned amount has been paid in full. Payment of the Global eAwards by the everis Spain foundation does not imply the acquisition of the company or project in any way, nor does it imply any economic right. The granting and payment of this sum will not be detrimental to any other subsidy or grant from a third part or entity.

#### 1.11.2 The e-talent-week

- (a) will include sessions dedicated to promote entrepreneurship through different activities such as workshops, conferences about topics related to innovation and entrepreneurship with special guests.
- (b) The eligible projects will have the chance to meet with investors and different institutions, among others:
  - (i) The main event of these sessions will be the selection and awarding of the international winner of the 20th Edition of the Global eAwards.
  - (ii) the winner of the UK eAwards, must commit to attend the activities that will be organised for them during the e-talent-week: mentoring, workshops, meetings with potential clients/investors, etc, as reasonably directed by everis.
- (c) The Entrants to the UK eAwards may be entitled to participate in the virtual e-talent-week and attend activities as specified by everis.

1.12 The winner of the UK eAwards will receive the Award described in Condition 5 below. The Award will include the right for the winner to participate in the Global eAwards, subject to the winner’s acceptance of the Global eAwards’ terms and conditions and following everis and the organiser’s directions.

## 2 ELIGIBILITY

2.1 Subject to Condition 3, in order to participate and be eligible to win the UK eAwards the Entrant must meet the following requirements:

- 2.1.1 Inventions and Entries must be developed, registered (if applicable), and based in United Kingdom;



- 2.1.2 The Entry may be submitted by: (i) a UK company; or (ii) one or more individual participants resident in the UK submitting a joint innovative project (“**Unincorporated Participant(s)**”), (the “**Entrant**”);
- 2.1.3 However, although Unincorporated Participants may submit an Entry and participate in the initial stages of the UK eAwards, the allocation of the award to the winner is conditional on the winner being a company incorporated in the UK and fully complying with all the eligibility requirements specified in these Terms;
- 2.1.4 everis will only accept one Entry per Invention;
- 2.1.5 the Entry must be advanced enough to be in prototype phase, near to market launch or in the commercialisation process;
- 2.1.6 the Entry must have a high social impact, which is a type of project that has a strong innovative component and that, due to technology, can lead to a positive and long-lasting transformation in society and/or in the environment, and which is in line with the sustainable objectives of the UN, and in the following areas;
- (a) **Digitalization:** Entries focused on Industry 4.0, Banking, Insurance, Telecommunications, Retail, e-commerce, education or any other sector likely to be impacted by the digitalization of their processes;
  - (b) **Environment:** Entries focused on the development of products or services that reduce or mitigate environmental problems, i.e.: renewable energies, energy storage, energy access, sustainable mobility, energy efficiency and use of natural resources, circular economy, etc; or
  - (c) **Health:** projects related to eHealth or biotechnology;
- 2.1.7 the Entrant must not have accumulated more than the equivalent to €1 million in investment, loans or debt in the past three years, or earned more than the equivalent to €500,000 in the last fiscal year or in the current fiscal year, up to the time of presentation of the project;
- 2.1.8 the Entrant, is duly and fully authorised to submit it and present it as well as to manage and follow all the eAwards’ requirements and procedures during the contest;
- 2.1.9 the information presented in the Entry must be truthful, complete and accurate;
- 2.1.10 the Entrant is the intellectual property rights owner of the Entry they are submitting and they have not used any third party’s inside or proprietary information without obtaining the corresponding permissions, which the Entrant shall disclose to everis as part of their Entry submission. In the event that the Entrants used any third-party software (including but not limited to open-source software) and/or any third-party intellectual property rights in connection with the Entry, the Entrant must fully disclose the foregoing to everis with the submission of the Entry;



- 2.1.11 the Entrant shall be fully responsible for any third-party claim on intellectual property rights or otherwise, releasing everis and any companies of the everis group (and the wider NTT group) from any responsibility;
  - 2.1.12 the Entrant must not have any extrajudicial or judicial claim and/or dispute, or have any outstanding debt, with any of the companies of the everis group (and the wider NTT group);
  - 2.1.13 the Entrant shall report to everis at submission stage (or as soon as they become aware of) any extrajudicial and/or judicial claim and/or dispute connected to the Entry, or which could affect the Entry (as well as any related internal disputes in the Entrant); and
  - 2.1.14 The Entrant must disclose to everis any actual or potential conflict between any person connected to the Entry and their participation of the UK eAwards, including but not limited to the allocation of the Award to the Entrant, as soon as they become aware of it ("**Award Conflict**").
- 2.2 All Entrants shall, on reasonable request by everis, promptly (and in any event within 5 days from everis' requests) provide written evidence that they meet the eligibility criteria set out in this Condition 2 and any information reasonably requested by everis. Without prejudice to any other right or remedy which everis may have, in the event that an Entrant is unable to provide such evidence or information to everis' reasonable satisfaction, or if it otherwise comes to everis' notice that an Entrant does not meet any of the eligibility criteria, everis shall be entitled (at its discretion) to:
- 2.2.1 reject an Entry;
  - 2.2.2 terminate an Entrant's participation in the UK eAwards;
  - 2.2.3 refuse to award the Award to an Entrant; or
  - 2.2.4 require the repayment forthwith of any Award awarded to an Entrant.
- 2.3 The UK eAwards are operated by everis solely for the United Kingdom.

### **3 ENTRY SUBMISSION**

- 3.1 In order to enter the UK eAwards, Entrants shall fill in and submit to everis the eAwards application form (the "**Form**") along with the information requested in the Form, through the channels specified by everis (i.e. as specified in the Form or otherwise by sharing the information with everis in the way specified by everis);
- 3.2 The information requested will include a description of the Entrant's innovative product or service ("**Invention**"), along with the information specified below and any other information required by everis (an "**Entry**"). Entrant must ensure that the Entry includes as a minimum:
  - 3.2.1 a copy of the Form duly filled in by the Entrant and submitted by an authorised representative of the Entrant;
  - 3.2.2 the name of the Invention, which will appear on all communication and media coverage concerning the Invention;
  - 3.2.3 a project presentation of the Invention's business model in CANVAS format (or otherwise in the format specified by Everis), which includes an explanation of the inspiration / motivation behind the Invention;



- 3.2.4 a video in which the Entrant explains their project, this video is a mandatory requirement and Entries that do not include a video will be disqualified. The video must meet the following criteria:
- (a) a maximum duration of 5 minutes;
  - (b) Entrants must upload the video as specified in the Form or as otherwise directed by everis;
- 3.2.5 any other relevant information pursuant to Condition 2 above.
- 3.3 The Entrant shall submit all written elements of an Entry in the English language.
- 3.4 The Entrant agrees to inform everis of any changes to the Entry (including but not limited to any information the Entrant provided to everis) as soon as they become aware of them.
- 3.5 Entrants may submit separate Entries for as many Inventions as they wish, but may not submit more than one Entry per Invention.
- 3.6 everis will not accept Entries which are unlawful, fraudulent, include profanity, pornography, indecent images or references or which infringe the rights of third parties (including without limitation intellectual property rights).
- 3.7 everis reserves the right to reject any Entry it considers (acting reasonably) to be incomplete or to contain inappropriate content, or which is not submitted with a sufficient standard of English language.
- 3.8 By entering the UK eAwards, the Entrant accepts that any background information about the innovative project submitted with an Entry or provided during the eAwards contest such as videos or presentations, as well as the corporate details of the Event Participants, may be made publicly available and will be capable of being shared by members of the general public across any and all media channels including the Internet. Subject to the foregoing, the Entrant further accepts that everis has no duty of confidence to the Entrant regarding any information submitted with an Entry or provided during the contest, unless the Entrant explicitly marks such information as confidential.
- 3.9 everis will not return any information the Entrant submits to, or shares with, everis and reserves the right to retain a copy of such information for 7 years in order to comply with an applicable law and/or to keep records of the participation of the Entrants in the UK eAwards.
- 3.10 everis reserves the right (at its sole discretion) to contact Entrants to request additional information following submission of an Entry.
- 3.11 An Entrant may at any time withdraw an Entry from the UK eAwards on written notice to everis at [eawardsuk@nttdata.com](mailto:eawardsuk@nttdata.com) sent by a duly authorised representative of the Entrant.

## 4 JUDGING PROCESS

- 4.1 The Website will open for Entries on the dates specified on the Website or in the Form (or otherwise specified by everis (the “**Submission Period**”).
- 4.2 everis is not responsible and reserves the right not to accept any Entry received after the Submission Period.

### Preliminary Analysis



- 4.3 During the preliminary analysis stage which will occur on the dates specified by everis, a panel of consultants and experts appointed by everis (the “**Preliminary Panel**”) will analyse each Entry on the following criteria:
- 4.3.1 **It solves a problem:** ability of the Invention to solve a recognized problem;
  - 4.3.2 **Market reach:** ability of the Invention to develop a product or service that answers one or more needs of the market and that has a sustainable business model;
  - 4.3.3 **Innovation level:** level of innovation of the Invention (product or service);
  - 4.3.4 **Growth potential:** technical and economic scalability of a project;
  - 4.3.5 **Presentation:** quality of the presentation of the information the Entrant send; and
  - 4.3.6 Compliance with these Terms and the general goals and eligibility requirements for the UK eAwards.
- 4.4 During the preliminary analysis stage, the Preliminary Panel will short list up to five qualifying Entries and their Entrants (the “**Finalists**”) that will continue to the following stage of the competition (the “**Final**”).
- 4.5 everis may request interviews with the Finalists, to get to know them, and to obtain authorisation to visit their place of work, to receive further clarification on the different sections of the Entry, in order to obtain as much information as possible about the Invention, the new company and its business plan.

#### Final Presentations

- 4.6 The Finalists will present their Entry (i.e. the projects and business ideas) during the final event to members from the academic and business worlds who are appointed by everis (the “**Final Jury**”) in the location, manner, and date everis specifies to the Finalists.
- 4.7 The Finalists may be invited to a mentoring session, as specified, by everis to prepare their presentation to the Final Jury.
- 4.8 Everis will notify the Finalists of any requirement connected to the Final such as the format of the Final (face-to-face or online), as well as on any other requirements necessary for the presentation of the project by the Finalists (also depending on the measures adopted by the United Kingdom Government due to the COVID-19 pandemic or similar events).
- 4.9 The Final Jury, after listening to all the Finalists presentations, will select the winner of the UK eAwards which will be announced at the ceremony of the UK eAwards.
- 4.10 The Final Jury and everis reserve the right to not grant the Award to any of the Finalists. The Final Jury’s decision shall be final and irrevocable.
- 4.11 The UK eAwards winner, will be announced on the date specified by everis.

## 5 AWARD

- 5.1 The Award for the UK eAwards winner is:

- 5.1.1 A financial contribution of £10,000 to support the development and launching of the Invention included in the winning Entry;
  - 5.1.2 the right for the winner to participate in the Global eAwards with the winning Entry (always upon the winner's acceptance of the Global Awards' terms and conditions and the Global Awards organiser's directions);
  - 5.1.3 If the Global eAwards are hosted in Madrid, an economy class airline ticket from a UK commercial airport to Madrid and four nights in a hotel accommodation selected by everis for up to 1 representative of the UK eAwards winner. Any other travel related expenses will be the sole responsibility of the UK eAwards winner; and
  - 5.1.4 the UK eAward winner certificate.
- (collectively referred to as the "**Award**").
- 5.2 All monetary Awards will be paid in one lump sum or in successive instalments, until the above-mentioned amount has been paid in full. everis will pay (or shall procure the payment of) all applicable amounts into a UK bank account(s) nominated by the winner within 60 days of the UK eAwards winner announcement.
  - 5.3 everis is not responsible to pay for any tax or deductions to the Award as a result of a local country or region's tax regulations. everis will pay the amount due into the Entrant bank account and will have no responsibility for dividing such amount amongst the representatives, owners or members of the Entrant.
  - 5.4 The Award is a pro-bono contribution from everis to the development of the Invention and does not grant to everis any rights over the Invention.
  - 5.5 everis shall not be responsible if the granting and payment of the Award creates an Award Conflict. The Entrant shall notify everis of any actual or potential Award Conflict at the Entry submission stage or as soon as it becomes aware of this. everis reserves the right to suspend the allocation of all or part of the Award until the Award Conflict is resolved to everis reasonable satisfaction.
  - 5.6 In the event that the winner refuses the Award, everis will decide (at its sole discretion) if and how the Award money would be distributed (if at all). By rejecting the Award, the winner waives any rights in respect of the Award.
  - 5.7 The winner and other Entrants may also have access to platforms, incubators, projects and initiatives related to entrepreneurship that are promoted and/or developed by associations and/or entities with which everis has signed collaboration agreements as specified by Everis from time to time. The Entrants can access general information about these potential benefits at: [www.ewardsuk.uk](http://www.ewardsuk.uk).
  - 5.8 All Entrants accept that:
    - 5.8.1 the judges are independent and everis has no involvement in or influence over the judging process of Entries; and
    - 5.8.2 the judges' decisions are final and binding, and no further correspondence or discussion will be entered into.

## 6 INTELLECTUAL PROPERTY

- 6.1 everis is not responsible for obtaining or verifying any intellectual property rights relating to an Invention. It is the responsibility of the Entrant(s) to secure protection for an





Invention included in an Entry before submission of the relevant Entry. The Entrants must provide Proof of any patents, design applications or registrations, trademark applications or registrations, other rights, permissions or applications with their Entry.

- 6.2 By submitting an Entry, each Entrant confirms that they are the owner or licensee of all appropriate intellectual property (and moral rights) in the Invention.
- 6.3 The Entrant shall fully indemnify, keep indemnified and hold harmless everis and the everis group of companies against all costs, expenses (including legal expenses), damages, losses or liabilities suffered or incurred by everis and/or the everis (or the wider NTT) group of companies (howsoever arising) as a result (directly or indirectly) of the Entrant's infringement of the intellectual property rights of a third party.
- 6.4 Each Entrant hereby grants everis a worldwide, irrevocable, perpetual and royalty-free licence (with right to sub-license) to everis to use, display, publish, disseminate and adapt the materials submitted in an Entry for the purposes of advertising or promoting the UK eAwards and/or everis.
- 6.5 All intellectual property rights in the Invention shall at all times remain (as between the parties) the property of the Entrant(s). Nothing in these Terms or an Entrant's participation in the UK eAwards shall operate to assign or license any intellectual property rights in the Invention to everis.

## 7 LIABILITY

- 7.1 Nothing in these Terms shall be deemed to limit or exclude the liability of any party for death or personal injury caused by that party's negligence, fraud, or any other liability which cannot by law be validly limited or excluded.
- 7.2 Subject to Condition 7.1 above, everis total aggregate liability to any Entrant in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with these Terms will:
  - 7.2.1 be limited to £10,000; and
  - 7.2.2 exclude and not extend to any direct or indirect loss of profits, loss of revenue, loss of business, loss of goodwill, loss of contracts, loss of anticipated savings, loss of production, or any other special, incidental, indirect or consequential loss or damage whatsoever, whether sustained by any Entrant or any other person and even if foreseeable or if everis has been advised of their possibility.

## 8 IMAGE RIGHTS

- 8.1 The "**Event Participants**" are all the individuals participating in the eAwards for the Entrant either: (i) as Unincorporated Participant(s); or (ii) on behalf of the UK Company.
- 8.2 The Entrant affirms and represents that has obtained all necessary consents from the Event Participants authorise everis and everis Group companies (<http://www.everis.com/spain/es-ES/inicio/Paginas/sociedades-grupo-everis.aspx>) to capture and/or record their image during the UK eAwards ceremony, either by itself or through any third party to whom everis foundation or everis has authorised, and to exploit the same as those identifying elements of their own image and/or the child he or she represents in all its facets, by any media, modalities and/or forms of exploitation, specifically including the ability to publish their images through internal channels of the everis foundation and entities of the everis Group companies, such as the intranet, as well as external channels such as websites or social network profiles (Facebook, Twitter, etc.), online video platforms and/or streaming (i.e. YouTube), meetings, forums,





conferences, presentations and publications, as well as any other media (television, press, etc.).

- 8.3 The license under this Condition is limited to the use of the information by Everis for the purpose of internal and external communication, promotion and advertising of the everis and the everis Group companies and any related or ancillary activities of the above. In this regard, the Entrant affirms and represents that the Event Participants agree to grant to the everis and everis Group of companies the ability to reproduce, distribute and transmit the images of the Event Participants for the purposes described in this Condition. This authorisation is granted royalty free, is sublicensable and worldwide.
- 8.4 The Entrant shall indemnify everis and everis Group companies from and against any losses, claims and/or damages suffered or incurred by everis, and/or everis Group companies, as a result of or in connection with any breach of these Terms by the Entrant and/or everis' use of the information submitted or disclosed by the Entrant under these Terms (including but not limited to claims arising from infringements the intellectual property rights of a third party, any image rights, or breaches any applicable laws).

## 9 PERSONAL DATA

- 9.1 everis will process any personal data provided by the Entrants (“**Entrants Personal Data**”) in accordance with applicable data protection legislation. everis will process the Entrants Personal Data, for the following purposes:
- 9.1.1 enable the development, management and control of the UK eAwards in accordance with these Terms.
  - 9.1.2 enable the participation of the winner in the Global eAwards.
  - 9.1.3 sending information to, and allowing access and/or participation of, the Finalist in initiatives, incubators, accelerators and other projects of everis and/or everis' partners that are available to the Finalists (or more generally to the Entrants).
  - 9.1.4 treatment, uptake and/or dissemination of images provided by Entrants and those obtained during the awards events and final ceremony.
  - 9.1.5 sending commercial communications to Entrants by any means (including electronically) concerning activities, events of everis or the everis group including also activities, events, newsletters, products or services of the everis group.
- 9.2 The Entrant acknowledge that the Entrant's Personal Data may be communicated to the member companies of the everis Group, some of them established outside the United Kingdom. The name and registered office are contained on this website (<https://www.everis.com/spain/es/group-companies>), all of which are dedicated to providing related consulting services activities. and, in the case of any foundations, achieving the foundation's goals.
- 9.3 Entrant data may also be communicated, for the purposes of promotion and advertising as indicated in section 9.1.4. above, to the owners of the media, modalities and/or forms of exploitation used, such as the media and social network, as well to the general public, who may have access to such media, modalities and/or forms of exploitation used in the promotion and/or advertising actions.
- 9.4 Likewise, in relation to the purpose of sending information and allowing access and/or participation of the Entrants or Finalists in initiatives, incubators, accelerators and other projects that are of interest to the Entrants, everis informs the Entrants that their data may be communicated to everis foundation and to other organisations and/or



collaborating entities that are owners or promoters of said projects, some of which may be established outside the United Kingdom. everis guarantee that when Entrant data may leave the United Kingdom, the same protection level shall be maintained based on compliance with the provisions of Data Protection Act, applicable UK legislation, and/or the General Data Protection Regulation.

- 9.5 To receive more information on international data transfers or to obtain confirmation or a copy of the guarantees in place Entrants can contact the Data Protection Officer.
- 9.6 The legal basis for the processing and/or data transfers set out above is based on:
- 9.6.1 The legal relationship established based on the Entrant participation in the UK eAwards and, where appropriate, in the Global eAwards, in order to facilitate their development, management and control,
  - 9.6.2 Where everis need to comply with a legal obligation.
  - 9.6.3 The consent given in relation to the other purposes.
- 9.7 The Entrant shall comply applicable data protection legislation. The Entrant warrants that it has obtained any necessary consents to allow everis to process the Entrant's personal data in accordance with these Terms.
- 9.8 The personal data provided by Entrants must be truthful and accurate. Personal data shall be retained for the development of this UK eAwards, and where appropriate, during the Global eAwards insofar as deletion is not requested.
- 9.9 It may be possible to request access to personal data, their correction or deletion, and the limitation of their processing and the portability of the Entrant's data when the reasons or circumstances set forth in the applicable regulations are met. To this end, the following channels may be used, always accompanied by photocopy of ID or other document verifying the requestor's identity, addressed to the data protection office (data.protection.office@nttdata.com or UK House, 180 Oxford Street, London, England, W1D 1NN). everis also inform the Entrants that they may request the protection of their rights before the competent supervisory authority, in the UK this being if the Information Commissioner's Office.

## **10 PUBLICITY AND PROMOTION**

- 10.1 The Entrant acknowledges that everis may use the Entrant's registered trademarks, logos, commercial names, Internet domain names or other distinctive signs of the Entrants, for the promotion of the UK eAwards and the purposes specified in these Terms.
- 10.2 All Entrants agree to take part, on the everis' reasonable written request, in any publicity or promotional activity surrounding the UK eAwards, where appropriate.
- 10.3 everis authorises the winner to display everis' brands and logos in connection with the eAwards, provided the winner always follows everis brands and logos' rules and everis directions and the winner always complies will all applicable laws. everis reserves the right to withdraw this authorisation at any time.
- 10.4 The winners shall always respect everis' intellectual property.
- 10.5 Any reference by the winner to the UK eAwards in its marketing materials, web page or any other promotional means, shall be prominently displayed and subject to everis' approval. The winner agrees to display a reference to the UK eAwards in a convenient,

notable position in the winner's website home page. In addition, the winner may mention the UK eAwards in press appearances.

## 11 ACCEPTANCE OF THE TERMS AND CONDITIONS

**11.1** Participation in the UK eAwards competition implies acceptance of these Terms, without exceptions or conditions, and any resolution that, either everis, the wider NTT group of companies or the jury, adopt due to occurrences. Please note that the contests, awards and events or activities to which you may have access as a result of your participation in the UK eAwards shall be subject to their own rules of participation and privacy policies, which are managed by the entities organizing them and over which everis has no control. It is the sole responsibility of the interested parties to inform themselves in advance and to comply with or accept them at the time of their participation.

## 12 MISCELLANEOUS

- 12.1** A person who is not a party to these may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.2** Failure or neglect by either party to enforce at any time any of the provisions of these Term shall not be construed as nor shall be deemed to be, a waiver of that party's rights thereunder nor in any way affect the validity of the whole or any part of these Terms nor prejudice that party's right to take subsequent action.
- 12.3** These Terms will:
- 12.3.1 Terminate when a party sends a termination notice to the other party;  
or
  - 12.3.2 automatically expire 60 days after everis announces the winner.
- 12.4** Without prejudice to any other right or remedy which it may have, everis shall be entitled, on written notice, to terminate the participation of an Entrant in the UK eAwards for breach of these Terms by the Entrant or for bringing into disrepute everis or any company of the everis group (or the wider NTT group).
- 12.5** Termination of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination including but not limited to Conditions 5 (Awards), 6 (Intellectual Property), 7 (Liability); 8 (Personal Data) and 9 (Publicity & Promotion) and 11 (Miscellaneous).
- 12.6** If any provision, or part of a provision, of these Terms is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision will be deemed not to form part of these Terms, and the legality, validity or enforceability of the remainder of the provisions of these Terms will not be affected, unless otherwise required by operation of applicable law.
- 12.7** Any notice or other communication required to be given under these Terms in writing may be sent by email or by recorded first class pre-paid post to the Entrant at the address specified in the Form and to everis at [ewardssuk@nttdata.com](mailto:ewardssuk@nttdata.com) or to everis' registered address. Any notice sent by e-mail shall be deemed received on the next business day after the date of delivery. Notices sent by recorded pre-paid post shall be deemed to have been received 3 Business Days after the day of posting.
- 12.8** These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.