

# TERMS AND CONDITIONS FOR NOMINEES

By submitting a nomination for The Earthshot Prize you accept and agree to be bound by the following terms and conditions (the “Terms and Conditions”).

## 1. Introduction

- 1.1. The Earthshot Prize is a global environmental prize (the “**Prize**”) and platform for impact that was designed to find and grow the solutions that will repair our planet this decade. The Earthshot Prize’s mission is to inspire urgent optimism and bring about change through collective action.
- 1.2. The Prize is operated by a charitable organisation, also called The Earthshot Prize, with company registered number 13981670 and registered charity number 1198701 (“**TEP**”).
- 1.3. Potential recipients (which may be persons, organisations or institutions) of the Prize (the “**Nominees**” or “**you**”) shall be nominated by TEP or nominators which have been approved by TEP (the “**Nominators**”).
- 1.4. The Prize is centred around five ‘Earthshots’ – simple but ambitious and universal goals for 2030 which focus on nature, air, oceans, waste and climate. Nominators will nominate Nominees with solutions that impact on these areas of focus (each a “**Solution**”). The Prize includes the award of a cash grant of £1million (the “**Prize Fund**”) to each of the 5 winners (each a “**Winner**”) chosen from 15 finalists (each a “**Finalist**”) with Solutions which are judged to have the most significant impact on the five Earthshots.
- 1.5. Nominees will be considered for both the Prize and for other support and acceleration initiatives offered by TEP to further its charitable purpose, including but not limited to the Fellowship Programme, involvement in events, spotlighting and storytelling opportunities, and engagement with the broader TEP community including potential scale partners. Invitations to participate in these initiatives will be at TEP’s sole discretion.

## 2. Nominations and Nominees

- 2.1. Nominees for the Prize may be nominated by Nominators or invited directly by TEP to complete a nomination (the “**Nominations**”). TEP may also invite Nominees from a previous year to participate again.
- 2.2. Nominators can nominate themselves for the Prize in certain circumstances, for example, a colleague or team in a different department, or a grantee that it is funding. However, Nominators may not only submit a self-nomination and must also put other Nominees forward. Any decision to allow a Nominator to self-nominate shall be made at TEP’s sole discretion.
- 2.3. TEP shall be under no obligation to accept Nominations from persons or organisations that are not approved Nominators or have not been invited to submit a Nomination.

- 2.4. Nominees may be nominated within the same year for different Solutions, across any Earthshot. However, a Solution can only win or be selected as a Finalist once and only in one Earthshot category.
- 2.5. Solutions may be nominated by more than one Nominator. Being nominated more than once does not affect the chances of selection as a Finalist or Winner of the Prize.
- 2.6. To participate, all Nominees must undergo an initial screening followed by a detailed assessment, including due diligence/ background checks and a technical assessment. Failure to provide any due diligence information requested may result in your Nomination being disqualified.

### **3. The Nominations Process**

- 3.1. Each year, TEP will set out a Nominations timeline with a clear period in which Nominations may be made for the next cohort of Finalists and Winners.
- 3.2. TEP shall be under no obligation to accept Nominations submitted outside of the Nominations period but may choose to do so at its sole discretion.
- 3.3. Nominators and Nominees will be invited to submit information relevant to the Nomination via the nomination form on the TEP nominations platform (the “**Nominations Form**”). Nominations may not be submitted, and will not be accepted, in any other format. All parts of the Nominations Form must be completed.
- 3.4. The Nominations Form must be completed in one of the languages that TEP has approved to be eligible for the Prize. Approved languages may be changed at TEP’s sole discretion if necessary and can be found on the Nominator portal site.
- 3.5. Nominees may be contacted by TEP for further information beyond what has been provided within the initial Nomination Form, including being requested to participate in in-person conversations.
- 3.6. Nominees agree to work with TEP to determine the most suitable individual(s) to represent their Solution in public communications and content and agree that approval of appropriate representation will be at TEP’s sole discretion.
- 3.7. All costs of time pertaining to research, filling in the Nominations Form, responding to questions from the TEP team or wider TEP network and potential attendance of interviews arising from the submission of the Nominations will be borne by the Nominators or Nominees.
- 3.8. A Nominee may at any time withdraw an entry from the Prize on written notice to TEP.

### **4. Process for Awarding the Prize**

- 4.1. The Nominations will be judged based on the selection criteria specified by TEP.
- 4.2. The first stage will involve a screening and selection process which will be conducted by TEP together with a panel of experts and partners selected by TEP (the “**Expert Advisory Panel**”). Following this, TEP will shortlist 15 Finalists at its sole discretion. The prize council comprised

of patrons and esteemed persons invited by TEP (the “**Prize Council**”) will then select the 5 Winners from the 15 Finalists to receive the Prize Fund.

4.3. TEP reserves the right to reject or disqualify any Nomination which:

4.3.1. is incomplete, duplicates another Nomination or does not fulfil the eligibility or selection criteria;

4.3.2. is likely, in TEP’s reasonable opinion, to be considered offensive or inappropriate or could reflect negatively on the name, reputation, or goodwill of TEP (including its patrons, partners or associates) or the Prize;

4.3.3. is likely to fall foul of or breach any applicable laws or regulations; or

4.3.4. is likely to infringe the rights of third parties (including without limitation intellectual property rights).

4.4. Nominees that are shortlisted as part of the process, agree to take part in face-to-face and/or virtual meetings and/or site visits as appropriate as reasonably directed by TEP.

4.5. Finalists will be announced prior to the Prize annual event ceremony that is conducted by TEP annually in different locations around the world (the “Ceremony”) and Winners will be announced at the Ceremony. Details of all Finalists and Winners will also be made available on the TEP website following the Ceremony.

4.6. The awarding of the Prize and payment of the Prize Fund shall be at the sole discretion of TEP. TEP may decide not to award the Prize or pay the Prize Fund to a Winner, if, in TEP’s reasonable opinion, it is discovered that the Nominee has done anything which may bring TEP, its patrons, partners or associates into disrepute.

4.7. All decisions relating to the Nominations, Finalists and Winners for the Prize are made at TEP’s sole discretion. TEP decisions are final and binding, and no further correspondence or discussion will be entered into. TEP will not be obliged to provide feedback to unsuccessful Nominees on why they were not selected but will seek to do so wherever possible.

## **5. Winners and Finalists**

5.1. The Prize Fund must be used for charitable purposes (as defined under the laws of England and Wales) which relate to and further the relevant Solution or the relevant Earthshot category as agreed with TEP. Whether an activity constitutes a ‘charitable purpose’ under this clause shall be the sole decision of TEP.

5.2. Nominees that are selected as Finalists may be invited to take part in a year-long fellowship programme dedicated to supporting Nominees to scale their Solutions for a greater impact. These Finalists may be invited to attend a week-long residential, face-to-face and/or virtual meetings and events, to devise a year-long plan that will unlock support from The Earthshot Prize network but are not obligated to accept all invitations during the year-long programme.

- 5.3. The award of the Prize Fund to Winners is subject to passing a financial due diligence assessment, providing the necessary reporting to TEP and a separate grant agreement being entered into between the Winner and TEP setting out the terms of use of the Prize Fund (the “Grant Agreement”).
- 5.4. You must inform TEP if you would not be able to accept such a grant from a UK registered charity at the time of submitting the Nomination Form.
- 5.5. In some cases, TEP will agree to pay the Prize Fund to the winning Nominees, where their activities further a charitable purpose (as defined under the laws of England and Wales). However, where the activity undertaken by the Nominee is not considered charitable, the winning Nominee may be asked to nominate appropriate grant recipients for the Prize Funds to be paid to instead. The grant recipients for the Prize Fund must be agreed with TEP and the grants shall be administered by TEP in accordance with an appropriate Grant Agreement. For the avoidance of doubt, where agreement cannot be reached on a recipient for the Prize Fund, TEP shall be under no obligation to make a grant of the Prize Fund.
- 5.6. The manner in which the Prize Fund is paid and administered shall be at the sole discretion of TEP and is subject to TEP having sufficient funds to make the payments when they fall due. TEP is not responsible for any deductions to the Prize Fund or the payment of any taxes as a result of a local country or region’s tax regulations.
- 5.7. The Prize Fund may be paid by TEP in instalments, the timings of which shall be set out in the Grant Agreement. TEP may withhold, suspend, or require the repayment of the Prize Fund in the event that it is not expended in accordance with the terms of the Grant Agreement.
- 5.8. The Prize Fund must be spent by the winning Nominee within the agreed timeframe specified in the Grant Agreement, with significant implementation of the Solution taking place within one to three years of the Prize being awarded. Further details in relation to the expenditure of the Prize Fund will be set out in the Grant Agreement.
- 5.9. In the event that a Winner or Finalist refuses the Prize Fund or is unable to participate in the Prize events or fails to enter into the Grant Agreement, TEP reserves the right to choose another Winner or Finalist.

## **6. Publicity and Post Award**

- 6.1. By participating in the Prize, Nominees agree to take part in any publicity and media activities related to the Prize and their Nomination at TEP’s reasonable request, including additional photography and/or filming.
- 6.2. Finalists and Winners agree to remain in regular contact with TEP for a minimum of 12 months after the award ceremony, or the minimum length of time stated within the Grant Agreement for Winners (if it exceeds 12 months). Finalists will be asked to provide updates on their scaling progress and impact following the awards, which will be included in promotional materials after they are announced and may be used continuously in the years that follow.

## **7. Information Sharing and Data Protection**

- 7.1. Nominees agree to have their information and details of their Solution shared with key delivery partners and members of TEP's network to support delivery of the screening and selection process and of the fellowship programme related to the Prize. Nominees agree to also have their information and details of their Solution shared with the wider TEP teams to support the scaling activities of your organisation.
- 7.2. TEP may further share your name, contact information and details of your Solution with TEP Global Alliance, potential funders and other growth opportunities where appropriate, for the purpose of developing and advancing the Solution, including but not limited to bringing forward insights about sectors of innovation that can enable sectoral advancement and to support the Solution to scale. Nominees may opt out of this service if they wish. TEP Global Alliance partners can be found here: <https://earthshotprize.org/global-alliance/>
- 7.3. Nominees may not disclose details about the Nomination form and/or their position within the Prize until after TEP has publicly named the Finalists.
- 7.4. Nominees may not disclose details of the fellowship programme, including invitation, attendance, and information about the content of the programme unless permitted by TEP.
- 7.5. Nominees consent to the collection, use and disclosure of their personal information by TEP (and its affiliates) for the purposes of administering the Prize, informing Nominees of TEP news and invitations or offers to participate in TEP's events, for TEP's internal business and as otherwise permitted by these terms or required by law. Such personal information will be processed in accordance with these terms and TEP's [privacy policy](#).

## **8. Intellectual Property**

- 8.1. By participating, you grant TEP a non-exclusive, perpetual, royalty-free, transferable and sublicensable licence to use, disclose and display your name (either your individual name and/or the organisation's name depending on the type of Nominee), images/videos, information, materials and details relating to your Solution, in relation to the Prize, including but not limited to on the TEP website and in other materials, publications and press releases.
- 8.2. Nominees shall in no circumstances use the TEP name and logo in connection with the Prize or otherwise, unless they are provided to you by TEP as part of the officially approved materials for the Prize. Finalists may be provided a dedicated digital Finalist badge. Use of such badges (if granted) must be compliant with TEP branding guidelines.
- 8.3. Unless otherwise agreed between the parties, all intellectual property rights in the Solutions shall at all times remain the property of the Nominees. Nothing in these terms and conditions or an entrant's participation in the Prize shall operate to assign or license any intellectual property rights in the Solutions to TEP.
- 8.4. You shall not bring TEP (including its names and logos) or any patron, partner or associate of TEP (including but not limited to the Prize Council) into disrepute in any way.
- 8.5. Nominees acknowledge and agree that TEP is not responsible for obtaining or verifying any intellectual property rights relating to any

Solutions. The Nominees further accept that it is the responsibility of the Nominee to secure protection for their Solutions which is being entered before submission of the relevant Nomination.

## **9. Warranties & Indemnities**

9.1. By participating in the Prize, each Nominee:

9.1.1. accepts that their name and brief, non-confidential details of their Solutions may be made publicly available and will be capable of being shared by members of the general public across any and all media channels;

9.1.2. warrants that they are eligible to enter the Prize and have the right, capacity, and authority to enter into these terms and conditions;

9.1.3. warrants that all statements made and information provided to TEP by the entrant in relation to the Prize are true and correct;

9.1.4. warrants that they are the sole owner of any intellectual property rights in the Solutions;

9.1.5. warrants that the Solutions do not infringe the intellectual property rights of any third party.

9.2. The Nominees undertake to fully indemnify, keep indemnified and hold harmless TEP and the TEP group of companies against all costs, expenses (including legal expenses), damages, losses or liabilities suffered or incurred by TEP and/or the TEP group of companies, its patrons, partners or associates arising from or in connection with (i) any claim resulting from the Nominee's participation in the Prize or any Prize-related activity, (ii) any claim by a third party that the Solutions infringe their intellectual property rights and (iii) any breach of these terms and conditions by the Nominee.

## **10. Limitation of Liability**

10.1. Under no circumstances shall TEP be liable, whether in contract, tort (including negligence) or otherwise, for any and all claims, suits, losses, damages or costs of any kind, including loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising in connection with a Nominee's Solution, the Prize (including but not limited to a Nominee's participation in the Prize or its related activities, award of any prizes or any publicity arising from the Prize) or these Terms and Conditions.

## **11. General**

11.1. TEP will not be responsible for any system, technical, third party or natural circumstances or failures that prevent the receipt of a Nomination.

11.2. TEP may amend or modify these Terms and Conditions at its sole discretion without notice by publishing updated terms and conditions on the nominator platform. .

11.3. TEP may assign, transfer or deal in any other manner with these Terms and Conditions or any of its rights under it. The Nominator shall not be

permitted to assign or transfer these Terms and Conditions or any of its rights under it.

- 11.4. Without prejudice to any other right or remedy which it may have, TEP shall be entitled to disqualify or terminate the participation of a Nominator in the Prize, and from being nominated or from acting as a Nominator in future years of the Prize, for any breach of these Terms and Conditions or for bringing TEP or its patrons, partners or associates into disrepute.
- 11.5. TEP reserves the right, in its sole discretion, to hold void, suspend, cancel, or amend the Prize for any reason including where causes beyond its control interfere with the administration of or proper execution or participation in the Prize or where it becomes necessary to do so.
- 11.6. The Prize and these Terms and Conditions shall be governed by English law, and the parties submit to the nonexclusive jurisdiction of the courts of England and Wales.