

## AB SUGAR'S 'THE INNOVATE IRRIGATION CHALLENGE' TERMS AND CONDITIONS

This challenge is operated by British Sugar plc (trading as AB Sugar) with company number 315158 and whose registered office address is at Weston Centre, 10 Grosvenor Street, London W1K 4QY, United Kingdom ("AB Sugar").

By participating in this challenge, you confirm that you have read and agree to be bound by these Terms and Conditions ("Terms"). In these Terms, the term "you" refers to you, the "participant".

This challenge is made available to you via this website <http://www.absugar.com> ("Our Site"). By participating in this challenge, you will also be bound by our website terms and conditions which are available at the bottom of our homepage (<https://www.absugar.com/>).

AB Sugar is offering those who participate in the challenge the chance to win £10,000 and the opportunity to engage with AB Sugar's Innovation Team to explore the viability of your proposals and to discuss the potential for implementing them.

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### Eligibility

Participants in this challenge must be at least eighteen years old.

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### Participation

In order to take part in this challenge, participants will be required to create an online account on this Site by registering their interest in taking part (any time from 17 May 2019 onwards) and submit their response to the following question using the online entry form provided on this Site during the challenge entry period set out below:

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### How do you stop irrigation water losses (evaporation/leaks etc) in agriculture?

You may participate in this challenge as part of a team or on an individual basis. If you participate as part of a team, you will be required to nominate one individual to create an account and to be the main point of contact for AB Sugar.

Each participating individual or team may submit one or more entry in response to the above question provided that each entry (including any accompanying material) ("Entry") shall not exceed 100MB.

Entries submitted on behalf of another person will not be accepted. Incomplete, illegible, misdirected or late Entries will not be accepted.

All Entries must be submitted via this Site during the following period: between 00:01, 19 June 2019 and 23:59, 20 June 2019 UK time.

Entries will be judged by a panel of up to ten judges based on how innovative, practical and valuable the judges, in their discretion, consider the proposals to be. The decision of the panel of judges will be final. The winning participant will be notified by email on 1 September 2019.

Except where you are selected as the winning participant and awarded the prize as detailed above, you shall not receive any compensation from AB Sugar in connection with your Entry.

AB Sugar reserves the right to discount any inappropriate or offensive Entries and to disqualify any Entries if AB Sugar, at its sole discretion, believes that there has been an attempt to manipulate or tamper with the operation of the challenge (including, without limitation, by setting up multiple accounts in order to submit multiple entries).

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### Viruses, hacking and other offences

You must not misuse this Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Site, the server on which this Site is stored or any server, computer or database connected to this Site. You must not attack this Site via a denial-of-service attack or a distributed denial-of service attack.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Site or to your downloading of any material posted on it, or on any website linked to it.

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Terms and conditions continued...

## Intellectual property rights

You represent and warrant that neither your Entry, nor the submission of your Entry to this challenge nor AB Sugar's use of your Entry, in each case in accordance with these Terms, shall (a) cause a breach of any agreement, whether in respect of intellectual property rights, confidentiality obligations, employment or otherwise, nor (b) infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patent, copyright, trade secret or trade mark. You hereby indemnify AB Sugar and hold it harmless from and against any and all damages, losses, liabilities, costs and expenses incurred as a result of or in connection with any breach of either of the warranties set out above.

To the extent you have created or generated any ideas, know how, materials, inventions, discoveries, processes, methods, programs or any other intellectual property rights ("New IP") in response to this challenge, you hereby assign and agree to assign to AB Sugar all rights, title, and interest in and to such New IP and all rights otherwise arising in connection with your Entry to which you may now or at any time in the future be entitled with full title guarantee and to waive all moral rights therein. For the avoidance of doubt, AB Sugar shall thereby have full rights to, inter alia, copy, amend, edit, broadcast, publish and use, whether on its own or in connection with other materials and whether in whole or in part, your Entry, in any manner without further compensation during and after the Hackathon. You further agree that at AB Sugar's request you will do all such further acts and execute all such documents as may be reasonably necessary or desirable both to secure the proper vesting in AB Sugar of all rights assigned to it and to assist in the resolution of any question concerning any of the rights assigned.

In the event that your Entry is not selected as one of the winning entries, AB Sugar may, at its discretion, decide not to assert its ownership rights in respect of your Entry.

To the extent that your Entry consists of pre-existing ideas, know how, materials, inventions, discoveries, processes, methods, programs or any other intellectual property rights ("Pre-existing IP"), you shall retain all rights in such Pre-existing IP and we shall enter into discussions with you to agree an appropriate arrangement for using, collaborating on and potentially further developing such Pre-existing IP.

You acknowledge and agree that AB Sugar or other participants or third parties may have developed or commissioned works which are similar to your Entry or may develop something similar in the future, and you shall not bring any claims based on similarities to your Entry.

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## Information about You

We process information about you in accordance with Our Privacy Policy. By using this Site, you consent to such processing.

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## Limitation of Liability

Insofar as is permitted by law, neither AB Sugar, nor its agents nor distributors will in any circumstances be responsible or liable for any losses or damages (including, without limitation, loss of use, loss of data, loss of goodwill, loss of business opportunity, loss of revenue or anticipated profits or any indirect or consequential losses) arising out of or in connection with your participation in this Hackathon or inability to participate for whatever reason, whether arising in contract, tort or otherwise.

AB Sugar reserves the right at any time and from time to time without liability to modify or discontinue, temporarily or permanently, this challenge without prior notice due to reasons outside its control (including without limitation, in the case of anticipated, suspected or actual fraud).

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## General

Nothing in these Terms shall constitute an employment, joint venture, or partnership relationship between you and AB Sugar.

The English courts will have exclusive jurisdiction over any claim arising from, or related to, this challenge, although AB Sugar shall retain the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.