

Competition Terms

Document Type:

Contract

Version:

v1.0

Classification:

Selected External Parties Only
Confidential



COMPETITION TERMS

FOR DIGITAL CATAPULT QTAP IN COLLABORATION WITH NQCC'S SparQ

These Competition Terms consist of two parts: (1) Key Details, and (2) the Legal Terms, each as set out below.

Part 1 - Key Details

Programme Description:	This is cohort 3 of the Quantum Technology Access Programme ("QTAP"), with funding for the activities being provided on a commercial basis to this cohort from the National Quantum Computing Centre ("NQCC") via UK Research and Innovation ("UKRI"). This programme is being delivered together with Digital Catapult Services Limited ("Digital Catapult"). Up to twelve businesses, drawn from both small and medium sized enterprises ("SMEs") and larger corporates, will be selected and given access to NQCC's testbed and team, to attend networking events hosted by NQCC, undertake training in quantum computing, develop industry use cases as directed by NQCC, and present findings at a public showcase event. One of NQCC's partners, ORCA Computing Limited ("ORCA") will provide access to its software development kit and hardware.		
Co-Branded Programme:	This is a joint programme with NQCC, a part of UKRI.		
Positive Action Justification:	Not applicable.		
Applicant Groups:	Not applicable.		
Programme Objectives:	This Programme offers a 31 week duration opportunity for selected technology businesses in the United Kingdom to explore quantum computing use cases which align with NQCC's objectives with access to NQCC's hosted Asteridia quantum computing device produced by ORCA. On offer is £20,000 worth of training, guidance, networking and other events available to each successful applicant (subject to rules on state funded assistance). There is no cash alternative.		
Programme Judges:	Internal Judge(s):	A number of judges from Digital Catapult.	
	Programme Collaboration Partner Judge(s):	A number of judges drawn from NQCC.	
	Technology Partner Judge(s):	One or more judges drawn from ORCA.	
Programme Collaboration Partner(s):	#	Organisation	Programme Role
	1	National Quantum Computing Centre	Programme Collaboration Partner

		Rutherford Appleton Laboratory, Harwell campus, Didcot, OX11 0QX	
Programme Funder:	#	Organisation	Programme Role
	1	UK Research and Innovation Polaris House, North Star Avenue, Swindon, England, SN2 1FL	Funder
Sponsor(s):	Not applicable.		
Challenge Owner(s):	Not applicable.		
Programme Industry Partner(s):	Not applicable.		
Programme Technology Partner(s):	Not applicable.		
Programme Investment Partner(s):	Not applicable.		
Consortium Applications:	An application from a Consortium is not permitted under this competition.		
Programme Benefits:	<ul style="list-style-type: none"> • Regular interactions, including one-to-one sessions, with the Digital Catapult team and industry experts, to assess, iterate and accelerate participants' quantum algorithms, and support algorithm development. • Education, training and masterclasses in quantum computing to develop and improve quantum understanding and explore different application areas. This includes access to the Black Opal Enterprise with over 400 lessons, Digital Catapult training on quantum optimisation and quantum machine learning, and sessions from the NQCC. • A kick-off event during which participants will be introduced to the Digital Catapult and the NQCC, and meet the rest of their cohort. • Access to the NQCC testbed with ORCA, a leading quantum computing supplier in the UK ecosystem. • Further networking events and introductions to industry leaders • Peer support from other companies on the Programme, sharing learnings and insights gained from the Programme as well as previous expertise. • A showcase during which Participants will present to an invited audience of industry representatives • Upon successful completion of the Project, the opportunity to join the Digital Catapult Alumni Network, which keeps participants informed of opportunities and relevant updates from the Digital Catapult and which provides additional opportunities to engage with Digital Catapult and other Alumni. 		
Digital Catapult's Collaborative Benefits:	Not applicable.		

Payment Basis:	Not applicable.							
Key Obligations:	<ul style="list-style-type: none"> • Attend and engage with the kick-off event hosted jointly by Digital Catapult and NQCC. • Attend 75% of the progress check-in calls, and sessions hosted by Digital Catapult. • Attend, engage with and present at the demonstration day and showcase event hosted by Digital Catapult and NQCC. • Enter into a licensing agreement with ORCA to use their software development kit (“SDK”). • Participant shall complete the Digital Catapult’s EDI Survey (please note each question will have a “prefer not to say” option). • Participant agrees to be visibly (name and logo) associated with the Programme, whilst on the Programme, and afterwards as a former participant and beneficiary. This includes marketing collateral, such as website, print and digital materials. • For a maximum period of five years following the Project end date, Participant shall use its reasonable endeavours to answer specific questions from Digital Catapult relating to its growth and progress to assist Catapult demonstrate the impact of its activities. This shall include: (i) participation in an annual telephone conversation of one hour, and (ii) participation in a two early survey issued by Digital Catapult. 							
Minimum Requirements:	<p>Digital Catapult invites participants to apply who meet the following eligibility criteria:</p> <ol style="list-style-type: none"> 1. Applicants must either be eligible to receive £20,000 in State Assistance in order to participate in the programme at no cost, or, alternatively, for successful applicants who are unable to meet State Assistance requirements, a fee of £20,000+VAT will apply. 2. Applicants must be a UK based registered company or business, or prove they are a company or business that has an establishment in the UK, and undertake all activity in the UK. 3. Applicants must be able to demonstrate that they are able to develop a viable quantum use case for their business and able to show how they will benefit from the Programme. 							
Desirable Criteria:	<ul style="list-style-type: none"> • The Programme aims to attract participants who are looking to develop algorithms that can be run on a quantum computer or simulation, but with minimal experience in quantum computing. • Participants will need to display a genuine interest in realising the business benefits of quantum computing in their own business, and have already started to explore the area. • Digital Catapult is keen to receive applications from businesses in the following sectors: transport & logistics, energy, and healthcare & pharmaceuticals, but all sectors are welcome to apply. 							
Key Dates:	<table border="1" data-bbox="411 1899 1359 2083"> <thead> <tr> <th data-bbox="411 1899 916 1962">Description</th> <th data-bbox="916 1899 1359 1962">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 1962 916 2024">Competition Opens</td> <td data-bbox="916 1962 1359 2024">14 April 2026</td> </tr> <tr> <td data-bbox="411 2024 916 2083">Application Deadline</td> <td data-bbox="916 2024 1359 2083">12 May 2026 at 23:59hrs</td> </tr> </tbody> </table>		Description	Date	Competition Opens	14 April 2026	Application Deadline	12 May 2026 at 23:59hrs
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Competition Opens	14 April 2026							
Application Deadline	12 May 2026 at 23:59hrs							

	Intended confidential notification of all Applicants	June 2026
	Intended public announcement of successful Participants	July 2026
	Programme Start Date	6 July 2026
	Programme End Date	11 February 2027
Programme Branding & Publicity Requirements:	Not applicable.	
Recipient Judges:	All Programme Judges will receive the same information submitted by applicants. The Programme Judges will see your full application, except for your personal information fields and any confidential information identified as such by the applicant. Personal data will be available at the second stage of the scoring of applications.	
Recipient Programme Partners:	As for 'Recipient Judges' above.	
Number of Applications:	One.	
Variants:	Not applicable.	
Submission Method:	SimplyDo.	
Programme Contact Address:	quantum@digicatapult.org.uk	
Selection Process:	<p>All eligible applications will be scored by the Programme's judges.</p> <p>There will be a maximum of two stages, with applications scored by judges, and where there are clarifications required or multiple applications close to being accepted, interviews will be held with the judges. The stages will be equally weighted.</p> <p>All interviews will take place virtually. Applicants will be assessed at the interview on the criteria in section above.</p> <p>Generally, the highest ranked applicants will be accepted onto the Programme, but the judges reserve the right to select the cohort on a portfolio basis to ensure the Programme is able to deliver consistent support and activities that provide value to all Participants.</p>	
Scoring Criteria:	<p>There are 3 criteria upon which submitted applications will be assessed:</p> <p>Problem and solution – 35%</p> <p>The application should demonstrate that its company is addressing a clear problem and has identified a relevant use case for quantum computing.</p> <p>Technical and business capability – 35%</p>	

	<p>The application should articulate the applicant’s technical attitude and knowledge (Python, Maths) as well as knowledge about their change management plan.</p> <p>Ability to execute – 30%</p> <p>The applicant should have the necessary commitment, experience, and skill, to identify and experiment with the use case.</p> <p>The scoring criteria will be assessed based on statements in the areas below. Each criterion will be scored on a range, with 0 being an “Unacceptable or No submission” score for each criterion and the highest mark being an “Excellent” score for each criterion. This scoring will be applied to all applications and will be differently weighted for each section.</p>
State Assisted Programme:	Applicable.
State Assistance Amount:	Up to the value of £20,000 (no cash equivalent payment).
Programme Collaboration Partner’s Privacy Policy:	https://www.ukri.org/publications/data-protection-policy/ and Privacy notice – UKRI
Data Controller(s):	UKRI NQCC

Part 2 - Legal Terms

1. NOT USED

2. PROGRAMME OVERVIEW

2.1. Programme Description

2.1.1. The Programme is as described as the Programme Description.

2.1.2. Not used.

2.1.3. The Applicant Groups (if applicable) summarise the different groupings (types) or tiers (receivable benefits) of Applicants in this Competition.

2.1.4. The Programme is jointly undertaken in accordance with the Co-Branded Programme (if any).

2.2. Programme Objectives

2.2.1. The Programme objectives are as described in the Programme Objectives.

2.3. Programme Judges

2.3.1. The Programme judges may be comprised of those as listed as Programme Judges.

2.3.2. During the application stage, the judges will be responsible for scoring the applications according to the process and criteria set out in these Competition Terms.

2.4. Programme Partners

2.4.1. The organisation(s) listed as Programme Partners (if any) are partnering with Digital Catapult to deliver the Programme.

3. DEFINITIONS & INTERPRETATION

3.1. The following definitions have the given meanings in these Competition Terms:

Applicant:	A company or other legal entity that applies to this Competition.
Applicant Group:	Where there are Applicant Groups, a single grouping of those Applicants as defined.
Participant:	A company that is successful with its application and completes all pre-Programme activities (e.g. signing the Programme Agreement).
Competition:	The opportunity made available by Digital Catapult to Applicants, as governed by the Competition Terms.
Competition Terms:	This document, as may be updated by Digital Catapult from time to time in their absolute discretion.
Programme:	The programme as described in the Programme Description (see paragraph 2.1).
Consortium:	A number of named companies working together for the purposes of applying to the Programme and, if successful, working on the Programme.
Consortium Members:	Each organisation named as a member of a Consortium within an application.
Lead Applicant:	The company submitting the application for and on behalf of the Consortium Members.
Key Contact:	Applicant's main contact for the Competition and Participant's main contact for the Programme.
Privacy Policies	means: Digital Catapult's privacy policy: https://www.digicatapult.org.uk/legal/privacy-policy/ and Programme Partner's Privacy Policy(ies) (if applicable).
Programme Partners:	means Programme Collaboration Partners; Programme Funders; Sponsors; Challenge Owners; Programme Industry Partners; Programme Technology Partners; and Programme Investment Partners, if any, and as applicable.
Key Details:	The first part of the Competition Terms titled "Part 1 - Key Details".

3.2. The following interpretations shall apply to these Competition Terms:

3.2.1. Clause headings shall not affect the interpretation of this Agreement

3.2.2. A reference to a company shall include any company, corporation, or other body corporate, wherever and however, incorporated or established (unless otherwise stated) and specifically excludes all natural persons and unincorporated bodies.

3.2.3. Where a company makes an application on behalf of a Consortium, each member of that Consortium shall be considered an Applicant.

3.2.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular

3.2.5. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.

4. CONSORTIA

4.1. An application from a Consortium is permitted, or prohibited, as detailed in Consortium Applications.

4.2. If applications from consortia are permitted, in making the application, the Lead Applicant is responsible for obtaining all necessary permissions and approvals to submit the application for and on behalf of each of the other Consortium Members, and the Lead Applicant warrants that it has all such permissions, consents and approvals to submit the application pursuant to these Competition Terms.

5. PROGRAMME BENEFITS

5.1. Participants on the Programme will receive the Programme Benefits. Where there are Applicant Groups, then the Programme Benefits will indicate which benefits apply to each Applicant Group.

5.2. Participants will generally own the intellectual property that they create on the Programme, subject to the extent (if any) explicitly stated in (i) Key Obligations and (ii) Catapult's Collaborative Benefits.

5.3. Upon successful completion of the Programme, Participants may join the Digital Catapult Alumni Network, which keeps them informed of opportunities and relevant updates from Digital Catapult, and which provides additional opportunities to engage with Digital Catapult and other alumni.

5.4. If Digital Catapult is collaborating with the Participant, Digital Catapult anticipates that they will gain the Catapult's Collaborative Benefits as its benefit from undertaking the collaborative activity.

6. PROGRAMME OBLIGATIONS

6.1. Participants must be willing to commit to the Key Obligations.

6.2. Participants must also, and hereby confirm that they:

6.2.1. Not used

6.2.1.1. Not used.

6.2.2. Branding & Publicity

6.2.2.1. agree to be visibly (name and logo) associated with the Programme, whilst on the Programme, and afterwards as a former participant and beneficiary. This

includes in marketing collateral, such as website, print, socials and digital materials, and grant impact reports, and grant administration.

6.2.2.2. have obtained from and grant permission for their representatives to be visually and orally recorded whilst on the Programme, including in photographs and videos, whilst at any of the Programme events, including pitch days and showcases, to promote or reference the Programme, or the Participant's involvement therein.

6.2.2.3. agree to any additional Programme Branding & Publicity Requirements.

6.2.3. Impact Reporting

6.2.3.1. during the Programme, and for a period of five years following the Programme, shall use its reasonable endeavours to answer specific questions from Digital Catapult (and its representatives) relating to its growth and progress to assist Catapult demonstrate the impact of its activities. This shall include: (i) an initial onboarding form at the commencement of the Programme, (ii) an onboarding form at the end of the Programme, and (iii) monitoring forms six (6) and twelve (12) months' after the Programme ends.

7. APPLICANTS

7.1. Minimum Requirements

7.1.1. Applicants must, and hereby confirm that they, meet the Minimum Requirements. Digital Catapult may refuse entry to the Programme, or terminate participation in the Programme, if it determines that the Minimum Requirements are not met, or being met, by the Applicant (or Participant).

7.2. Desirable Criteria

7.2.1. Digital Catapult is seeking Applications from companies that, in addition to the Minimum Criteria, also meet the Desirable Criteria.

8. KEY DATES

8.1. The Key Details section sets out the key dates for the Competition.

9. THE APPLICATION

9.1. Submission

9.1.1. All applications must be submitted via the Submission Method by Application Deadline. Unless and to the extent stated in the Application Deadline, the deadline will be deemed to be 23:59 hours in the prevailing civil time zone in the United Kingdom.

9.1.2. Once your completed application has been received, Digital Catapult will send you a confirmation receipt by email. If you do not get a receipt within twenty four (24) hours of the next working day, please email us at Programme Contact Address.

9.1.3. Applications are limited to the Number of Applications for the Competition. If variants are permitted, it will be detailed in Variants. Submitting more applications or variants than permitted can lead to disqualification at Digital Catapult's absolute discretion.

9.2. Contents

9.2.1. Applicants must answer all required questions in the full online application form. Failure to answer all questions may result in the application being rejected (at Digital Catapult's absolute discretion).

9.3. Recipients

9.3.1. The following will see your application:

- 9.3.1.1. **Digital Catapult:** Relevant representatives from Digital Catapult will see your application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme.
- 9.3.1.2. **Programme Collaboration Funder(s):** Relevant representatives from each Programme Collaboration Funder(s) may see your full application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme. This includes enabling it to undertake programme evaluation and its (other) statutory duties.
- 9.3.1.3. **Programme Funder:** Relevant representatives from the Programme Funder (if any) will see your full application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme. This includes enabling it to undertake programme evaluation and its (other) statutory duties.
- 9.3.1.4. **Programme Judges:** Even if personal information fields from the application are not disclosed, if there is a presentation stage as part of the application process, names of companies and presenters will be disclosed to Programme Judges (if applicable).

9.3.2. Applicants will also have their application shared with the Recipient Programme Partners (if any) in order to provide bespoke support during the Programme.

9.4. Key contact

9.4.1. Applicant will appoint a Key Contact. This person will be Digital Catapult's main point of contact for the competition and, if successful, Applicant's Programme activities, including: workshop and event commitments, team members' availability, ongoing activities, and assessment of progress during and after the Programme.

9.4.2. Digital Catapult will use this personal information for the purpose of carrying out due diligence on Applicants prior to the point of selection onto the Programme and to notify successful and unsuccessful Applicants over their submissions. The personal data they collect may be shared with and processed by the Recipients (see paragraph 9.3), including: (i) Programme Collaboration Partner(s) and Programme Funder(s) for grant administration purposes (if any), programme evaluation, and to perform statutory duties (ii) Programme Judges for the purpose of assessing the Applications; and (iii) Recipient Programme Partners and other third party service providers for the provision of benefits to the Participants as part of the Programme, as set out in these Competition Terms.

9.5. Digital Catapult's Equality, Diversity and Inclusion Survey

9.5.1. In addition to your application, you will be required to complete an Equality, Diversity and Inclusion Survey ('**Survey**'). Whilst the completion of this Survey is mandatory the responses to this Survey will be kept separately from your application and will have no effect whatsoever on your application to the Programme, except in the event it is a Positive Action programme (see paragraph 9.69.6, Positive Action), when you must complete the Survey to the extent needed to qualify for the minimum criteria under the Minimum Requirements (see paragraph 7.17.1, Minimum Requirements), assessed at the qualification stage (see paragraph 10.1).

9.5.2. Digital Catapult (as Data Controller) will collect and process your personal data, including the following special category data to help Digital Catapult improve its activities in respect of equality, diversity and inclusion:

- 9.5.2.1. Racial and/or ethnic origin;
- 9.5.2.2. Sexual orientation;
- 9.5.2.3. Health (including disability); and
- 9.5.2.4. Religious and/or philosophical beliefs.

9.5.3. The data collected and processed may be shared with relevant third parties and/or published but only in an aggregated form, which means you (and your representatives) will not be personally identifiable.

9.5.4. Your personal data will be kept for 15 months from the time you respond to the Survey.

9.5.5. Please note you are responsible for the accuracy of the data you share with Digital Catapult and you agree to inform us if your data needs to be updated.

9.5.6. For more information on Digital Catapult's collection, use and protection of your personal data and your rights in regards to your personal data, please see the applicable Privacy Policies. If you have specific queries on our use of your Survey data, please contact us at edisurvey@digicatapult.org.uk.

9.6. Positive Action

9.6.1. The Equality Act prohibits various forms of discrimination on the grounds of certain protected characteristics in the marketing and provision of goods, services and facilities. However, the Equality Act contains provisions which enable service providers to voluntarily take proportionate action to achieve more comprehensive and more effective equality outcomes for individuals sharing a particular protected characteristic who are socially or economically disadvantaged or excluded, or who otherwise face the consequences of past or present discrimination or disadvantage. This is called Positive Action. Positive Action may result in less favourable treatment of those who do not share the protected characteristic(s) of the disadvantaged group. Where Digital Catapult has provided a Positive Action Justification, it has assessed the Programme for compliance and has satisfied itself that the action is both reasonable and proportionate and will reflect on the Programme outcomes to inform its future activities.

10. SELECTION

10.1. Qualification

10.1.1. The Catapult will undertake an initial assessment of the Applicants against the Minimum Requirements, and may remove any that do not meet that minimum expectation.

10.2. Selection process

10.2.1. All qualifying applications will be reviewed in accordance with the Selection Process.

10.3. Application Scoring criteria and weighting

10.3.1. The scoring criteria and weightings for each part of the Selection Process is as set out in the Scoring Criteria. However, Applicants will be selected on a portfolio basis to ensure the Programme is able to deliver consistent support and activities that provide value to all Participants whilst endeavouring to maximise the impact of the Programme.

10.4. Due diligence

10.4.1. We will carry out due diligence on Applicants prior to the point of selection onto the Programme. Applicants must be willing to submit further information or documentation upon request to qualify as 'successful'.

10.5. Successful applicants

10.5.1. Successful Applicants will be notified and provided with an agreement with Digital Catapult for review and execution ("**Programme Agreement**").

10.5.2. The Programme Agreement is a standard agreement and is not negotiable. We do try and ensure these contracts are fair and reasonable.

10.5.3. In some cases, additional conditions may be added to address concerns raised in any due diligence or otherwise.

10.5.4. In order to be accepted onto the Programme, successful applicants must sign the Programme Agreement.

11. STATE ASSISTANCE

- 11.1. Where State Assistance is applicable, as detailed in State Assisted Programme, Participants shall receive the subsidy under the Minimal Financial Assistance exemption (“MFA”), referred to herein as “State Assistance”.
- 11.2. The total State Assistance received or due to be received by an individual Applicant (including any associated companies e.g. subsidiaries), originating from a United Kingdom source, must not exceed £315,000 in aggregate across the Applicant’s current fiscal year (as at the Agreement Date) and the previous two fiscal years.
- 11.3. This Programme has been assessed as providing the State Assistance Amount.
- 11.4. Before signing the Programme Agreement, successful Applicants wishing to proceed will therefore be asked to sign a declaration confirming that it is eligible to receive the State Assistance stated herein.

12. OTHER GENERAL COMPETITION TERMS

12.1. Benefits

- 12.1.1. All the benefits provided under the Programme by third-party organisations (if any) (“**Suppliers**”) are subject to the relevant Supplier’s terms and conditions identified in the Programme Agreement.
- 12.1.2. Any optional benefits provided by third party organisations whose terms and conditions are not contained in the Programme Agreement will need to be separately agreed between the Participant and the Supplier directly and will not form part of these Competition Terms or the applicable Programme Agreement.
- 12.1.3. Digital Catapult reserves the right to amend the list of benefits at any time and at their sole discretion.

12.2. Accessibility

- 12.2.1. Digital Catapult aims to make all of their programmes accessible. They welcome feedback as to how they may be able to improve the accessibility of our programmes in the future. If you have any feedback with regards to accessibility, please send your feedback by email to: edisurvey@digicatapult.org.uk. Your feedback may be used by Digital Catapult in its programmes and activities.

12.3. Key Dates

- 12.3.1. The Catapult reserves the right to change the Key Dates at their sole discretion. No extension to deadlines will usually be granted, with very limited exceptions where the Applicant requests an extension due to reasonable extenuating circumstances, beyond the Applicant’s control and unforeseen to them, subject to the Applicant providing evidence that proves the extenuating circumstance; and the Applicant informing Digital Catapult as soon as reasonably practicable following the extenuating circumstance becoming apparent. The Catapult reserve the right to consider the factors and decide whether such circumstances are extenuating and whether granting an extension is fair to other applicants. No extension granted will usually be for greater than two working days.

12.4. Applications

- 12.4.1. All information and documents requested must be submitted. Failure to submit all requested information and documents may result in the application being rejected. Digital Catapult will not use outside information in respect of your application unless otherwise indicated, other than to undertake due diligence. Digital Catapult reserves the right to not work with people or an organisation which it believes could impact their reputations.
- 12.4.2. Digital Catapult reserves the right to accept any application which do not fulfil the Minimum Requirements.

12.5. Previous Applications

12.5.1. Digital Catapult reserves the right to either (i) reassess an application from a previous competition (together with information gained from an update meeting), or (ii) accept as a successful Applicant a company that was previously successful in a previous competition, but whose participation was deferred to a later programme.

12.6. **Personal Data**

12.6.1. Digital Catapult and each of the other Data Controllers, if any, (each, a party, for the purposes of this section) are partnering on this Programme, and each is individually (not jointly) a Controller for the purposes of the Data Protection Act 2018 and the UK GDPR. Each party is individually responsible to you for how that party respectively stores, uses and processes your personal data in accordance with that its own privacy policy. Each party is not responsible to you for the other party's storage, use or processing of your data. Actions taken by one party (e.g. deleting personal data) will be independent of the other party. If you need to make a data request, please make such request directly to the relevant party.

12.6.2. In submitting the Application, the Applicant confirms that it has made the Key Contact and any other person whose personal data has been submitted, aware of, and has the lawful grounds to enable each Controller (including its processors) to, process the personal information of the Key Contact (and any other person named in the Application and open call process) as set out in these Competition Terms and in accordance with the relevant Privacy Policies.

12.7. **Programme Agreement**

12.7.1. Digital Catapult reserves the right to make amendments to the Programme Agreement it issues up until the point of execution by both parties.

12.8. **Participant Programmes**

12.8.1. Digital Catapult reserves the right to offer Participants access to its Participant Programmes, such as its Platinum Awards and investment programme.

12.9. **Data Retention**

12.9.1. Digital Catapult will store your application and the scoring it has received for the entire duration of the Programme, or up to two (2) years, whichever the greater. If you are a successful Applicant, we shall also store your Application for a period of up to seven (7) years following the end of the Programme. For administration purposes, contracts may be stored for up to seven (7) years, contracts providing State Assistance for up to eleven (11) years, and deeds for up to thirteen (13) years from the end of the Programme.

12.10. **Confidentiality**

12.10.1. The information provided in your Application will be kept confidential and only used and disclosed as reasonably necessary for the purpose of assessing Applications, and, if admitted onto the Programme, for working with you in the Programme. This may include with our Recipient Programme Partners as indicated above. To the extent of any conflict between the terms of the Programme Agreement and these Competition terms in respect of the handling of the Applicant's information, the terms of the programme Agreement shall prevail.

12.10.2. For practical reasons, NDAs will not be signed by for any Recipient Programme Partners as part of this Competition. The activities we provide can only be achieved through trust of the tech community. It is therefore not in our interest to release your sensitive information. Confidentiality provisions are included in the Programme Agreement.

12.10.3. The scoring of your Application will be treated as sensitive information.

12.10.4. As your Application will be transmitted over the Internet, ultimately Digital Catapult cannot guarantee its security.

12.11. **Intellectual Property**



12.11.1. We respect the intellectual property of others and we ask our Applicants to do the same.

12.11.2. In submitting the Application, you promise that you have and continue to have all necessary rights, licenses, permissions and consent to provide the content in your application to us, and for Digital Catapult to use the Application as we have set out.

12.11.3. We will not remove from Applications any proprietary labels or copyright assertions

12.12. Disclaimers, Exclusions & Limitations

12.12.1. We accept no liability for any consequences, whether direct or indirect, that may arise from your participation in the Competition, your reliance on any statements we may have made about your application, the Programme, or its suspension or withdrawal.

12.12.2. In any case, to the extent permitted under law, Digital Catapult's liability to you shall be limited to one hundred (£100) pounds.

12.13. Entire Agreement

12.13.1. These Competition Terms constitute the entire agreement between Digital Catapult and the Applicant and extinguish all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to the subject matter of these Competition Terms.

12.14. Jurisdiction

The Competition is governed by English law and the Applicant agrees that any dispute shall be exclusively resolved in the English courts