



# Eco-Disruptive: Healthy Societies PROGRAMME 2024

## TERMS & CONDITIONS (T&Cs)

Thank you for your interest in participating in the Bupa eco-Disruptive: Healthy Societies Programme (the "**Programme**"). Please read these terms and conditions (the "**T&Cs**") carefully, since they contain the guidelines to take part in the Programme, including your rights and responsibilities. You should seek your own independent legal advice on the T&Cs to the extent required. By the submission of the Application Form (as defined below) to the Programme you agree and accept in full and without reservation these T&Cs as well as the Privacy and Legal Notices included on the Website (as defined below). You can find more information about the Programme as well as the Privacy and Legal Notices on <https://www.bupa.com/impact/action/eco-disruptive> (the "**Website**").

### 1. INTRODUCTION

The purpose of these T&Cs is to set forth the terms and conditions for the call for applications for, and participation in, the Programme, which is aimed at entrepreneurs and start-ups who contribute to action linking people and planetary health.

### 2. ORGANISATION

The Programme is organised by The British United Provident Association Limited (the "**Organiser**").

### 3. PURPOSE OF THE PROGRAMME

The purpose of the Programme is to search for, assess, and help start-ups which are willing to participate in the Programme and comply with the Programme's T&Cs, and once it has come to an end, to consider the possibility of collaborating (at Bupa's absolute discretion) with the Organiser and/or members of the Organiser's group

(together, "**Bupa** ") to explore together the development of commercial projects and business opportunities. Bupa is looking for start-ups with innovative projects in order to support them to develop successful businesses to improve people's health and the health of the planet. Bupa's goal is to find and support sustainable, scalable start-ups where Bupa can add value to their business or solution.

There are three categories within the Programme that align with the topic for this year's edition of the programme 'Healthy Societies' that Bupa is facing on its journey to build a healthier future for people and planet.

Each start-up project must fit within or relate to one of these categories. The categories are:

<p><b>Inclusive health</b></p> <p>Creating solutions for people with limited access or support for their healthcare needs</p>	<p><b>Supporting disability</b></p> <p>Creating solutions that consider the challenges of those living with a disability</p>	<p><b>Illness prevention</b></p> <p>Creating solutions aimed at preventing illness and reducing the need for unnecessary medical interventions</p>
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## 4. ELIGIBILITY REQUIREMENTS

The Programme is open to entrepreneurs, companies and other types of legally constituted entities (associations, collectives, partnerships, trust etc.), except charities.

To enroll in the Programme the start-up must complete and submit the application form available on the Website (the "**Application Form**"), submission of which will constitute acceptance of these T&Cs and the Privacy and Legal Notices included on the Website.

A start-up submitting an Application Form (an "**Applicant**") represents and warrants to the Organiser that the Applicant: (1) if it is a company or other form of legal entity, is duly organized, validly existing, registered in Spain (if you apply from Spain) or Poland (if you apply from Poland) and in good standing under applicable laws; (2) has all the licenses, permits and other authorities necessary for it; and the individual executing this agreement on its behalf has the authority to do so; (3) has the power and authority to enter into this agreement and to perform fully its obligations hereunder; (4) is under no contractual or other legal obligation that will in any way interfere with its full, prompt and complete performance hereunder, or which will conflict with or breach terms and conditions of any other arrangement, agreement and/or commitment to which Applicant is bound; (5) agrees that the obligations created by this agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms; and (6) will conduct itself so as not to cause detriment, damage, injury or embarrassment to Bupa, its business, reputation or goodwill.

All participants acting on behalf of the Applicant during the course of the Programme ("**Participants**") must be at least 18 years old.

Applicants and Participants are not eligible to participate in the Programme in any of the following circumstances:

- Be an employee (which shall include but not limited to contractors, office holders and/or self-employed individuals) or connected to any employee of the Organiser or Bupa or in any way involved in the design, delivery, or promotion of the Programme;
- Having been convicted by final judgment of any criminal offences (other than motoring offences not resulting in a custodial sentence);
- Having filed for voluntary bankruptcy, having been declared insolvent in any procedure, being declared bankrupt or entered into or been subject to any similar arrangements; or
- Having tax residence in a country or territory legally classified as a tax haven.

The Applicant must inform the Organiser immediately in the event it no longer meets or complies with any of the eligibility requirements referred to in this paragraph 4.

## 5. APPLICATION PROCESS

All Application Forms must be received in full by Bupa on the date set out on the Website. Bupa reserves the right to reject any Application Form which is received after the submission date. Applications must be submitted by filling in an electronic Application Form available on the Website.

The Application Form must be fully filled in by properly completing all the required sections and providing the information and documentation necessary to understand and assess the project.

When applying, the Applicant must indicate within which challenge area (see the 3 categories set out in paragraph 3 (Purpose of the Programme) above) they are applying.

Applying or submitting several Applications of different product/service propositions to different or the same challenge areas is allowed if the product/service propositions are substantially different from each other. Additionally, the Organiser may ask Applicants to change the assigned challenge area of product/service proposition if it has a better fit in a different category, at the Organiser's discretion.

The Organiser reserves the right to reject any Application deemed incomplete, inadequate, not compliant with the requirements set forth in these T&Cs, considering facts such as, but not limited to, where an Application does not describe a solution or a commercial project, or where it is or may be illegal or of questionable legality, controversial, or where it does not respect any of the points of the Bupa Code or any other policy of Bupa.

A due diligence analysis and/or background checks of the Applicant and/or its Participants may be performed, including (but not limited to) verifying identities, eligibility, accreditations and role in the creation of the project or business idea (the "**Checks**"). The Checks may be carried out at any time by Bupa (including prior to the commencement of the Programme, during the Programme or once the Programme has ended).

The Applicant shall provide all reasonable assistance and any supporting documentation that the Organiser and/or the Programme may require to validate the Applicant and its Participants and the product/service proposition and to carry out all necessary Checks. Bupa has the right (at its absolute discretion) to suspend or disqualify any Applicant or Participant: (i) based on the outcome of the Checks; and/or (ii) if the Applicant refuses to

provide Bupa with reasonable assistance and/or any supporting documentation to enable Bupa to carry out the Checks.

The Organiser, in appropriate circumstances, may subject the Applicant or a Participant to further conditions, for example, amending its legal conditions or transferring assets related to the product/service proposition to the start-up (including any relevant intellectual and/or industrial property rights).

Those meeting the requirements covered here, based on these T&Cs will be assessed as set forth in the next paragraph.

## 6. COMMITMENTS OF THE APPLICANT/PARTICIPANTS

In submitting the Application Form, the Applicant agrees to, and will procure that its Participants, comply with the following:

- At least the equivalent of one Participant must work full-time on the project;
- At least one Participant shall attend any meetings and events if needed even when held physically in the Organiser's headquarters. For this purpose, the Organiser will inform the Participants of the due dates at least 15 calendar days in advance;
- The Applicant's product/service proposition should ideally have a technological basis or/and incorporate some innovative features;
- The product/service proposition must not include items subject to third-party intellectual, industrial or property rights save if due written authorisation of such third party has been obtained;
- The Applicant, its Participants and its/their product/service proposition must comply with local laws, as well as the content and values of the Bupa's Code of Conduct (the "**Bupa Code**") available at: <https://www.bupa.com/impact/responsible-business/business-ethics/the-bupa-code> ;
- The Participants must take part in the Programme in accordance with the T&Cs, rules and instructions given for that purpose by the Organiser from time to time. They must take part in the activities arranged within the framework of the Programme.
- The Participant and its team shall sign a confidentiality and non-disclosure agreement to protect Bupa's confidential information (as well as a data protection processing agreement) if necessary.
- The Applicant in ELA Market Unit is required to be incorporated under the laws of Spain and/or Poland (depending on the country of application).

## 7. COST AND EXPENSES

All costs and expenses incurred by the Applicant and/or Participants during its/their participation in (including entry into and exit from) the Programme will be for their own account, except as may otherwise be agreed in writing by the Organiser.

## 8. PROGRAMME MECHANICS

### Eco-Disruptive 2024: Healthy Societies



#### Selection

The Programme is global in nature and will run across three separate Bupa market units: BGUIK, ELA and APAC (each being referred to as a “**Market Unit**”). Regarding ELA Market Unit, this edition will be only opened to two countries: Spain and Poland. These T&Cs must be applicable to both countries.

Each of the three challenge areas (see paragraph 3) is expected to have an assigned Bupa team consisting of up to eight employees of Bupa (the “**Bupa Team**”).

Once the Application deadline has expired, the relevant Bupa Teams will contact the Applicants by email/phone. Each Bupa Team (at their discretion) will explore the proposition further in order for each team to make an informed decision about the one (1) start-up to take forward to the next stage of the Programme.

Each Market Unit will take six start-ups through to the Develop MVP stage, meaning a total of eighteen start-ups globally. The eighteen are invited to move to the next phase of the Programme (“**Develop Minimum Viable Proposition (MVP)**”). In the case of ELA, four start-ups will be from Spain and two start-ups from Poland.

#### Develop MVP

During the period between the start-up being taken forward and PitchFest (approx. 10 weeks) the six selected start-ups per Market Unit (together with the relevant Bupa Teams) will build on their ideas and develop a scalable solution and present their minimal viable proposition at PitchFest at the end of the period. This is a mutual learning phase between the start-up and the Bupa Team, aimed at developing and implementing the product/service proposition. Subject to the signature of an appropriate agreement with the Organiser, funding up to £25,000 (twenty five

thousand GBP) (or local currency equivalent) will be paid to each start-up for the purposes of developing the minimum viable proposition and participation.

### *PitchFest*

The third phase of the Programme ends with PitchFest, taking place across Bupa globally (supported by the relevant Bupa Teams) celebrating great ideas and competing for a grand prize. Two Teams from each MU (in the case of ELA it could be one from Spain and one from Poland or the two of them from the same country) will be represented at Pitchfest having been voted through locally to join in the final global PitchFest. Every Bupa employee will have the opportunity to formally vote during PitchFest and ultimately decide our global eco-Disruptive 2024 winner.

### *Winner*

The highest voted team at PitchFest will receive £200,000 (GBP two hundred thousand pounds) (or local currency equivalent) cash investment in a form to be agreed upon between the start-up and the relevant Bupa Team and (subject to further agreement) a trip or experience for the winning team. You acknowledge and agree that there may be certain conditions and criteria relating to the cash investment which will be documented in a separate agreement between the parties.

Once the global winner has been voted, the start-up and, at the Organisers discretion, the Organiser will enter a period of exclusive discussions, to assess any possible ways of developing the minimum viable proposition commercially and as a business venture.

Notwithstanding the foregoing, the Organiser reserves its right to alter the format, timing and phasing of the Programme described above, in its sole discretion. Applicants will be informed of any material changes to the Programme as soon as reasonably possible within the context of the relevant change.

## **9. TAXATION**

The Organiser will apply applicable tax legislation throughout the Programme, in particular, but not limited to, the award mentioned above (if any).

## **10. CONFIDENTIALITY AND PRIVACY**

The Organiser will assume that any information provided by the Applicant and/or its Participants is in the public domain or information that you have no objections to sharing publicly.

If any Applicant/Participant provides information that has been provided to them by, or relates to, another person, whether a member of the team or not, they must have their consent to do so and they must make sure that it is not considered confidential information (which shall include but not be limited to commercial, financial, marketing and technical information, know-how and/or trade secrets which is not publicly available).

The Organiser is not subject to any duty of confidentiality regarding the information that the Applicant/Participant provides. In cases where the Applicant/Participant considers it

necessary to provide information that must be kept confidential, including any personal data and/or special category data, they must give notice of it prior to providing it, in which case, if necessary, the Organiser will draft an appropriate confidentiality agreement and, where appropriate, will ensure privacy terms and/or permissions are in place.

Where the Participant/Applicant receives information from the Organiser that is confidential in nature, the Participant/Applicant agrees to keep this information confidential.

The Organiser will act as controller and process business contact information about Participants/Applicants for the purpose of this Programme. More information may be found in the Privacy Notice on the Website.

## **11. INTELLECTUAL AND INDUSTRIAL PROPERTY**

These T&Cs are not intended to transfer intellectual and industrial property rights between the parties.

None of the Applicants/Participants is authorised to use the Organiser's or Bupa's intellectual or industrial property rights, including names, trademarks, logos, documentation or materials at any time or in any form, without the Organiser's prior express written consent (and executing any trademark licence agreement or similar that the Organiser may require).

Bupa grants the Applicants invited to the MVP phase of the Programme a limited, non-exclusive, non-sub-licensable, non-transferable, royalty-free, revocable licence, from the commencement of the MVP phase until participation in the Programme ends, to display the Bupa logo on the Applicant's and/or their Participant's social media channels and website (excluding paid media) for the purposes only of demonstrating the Applicant's participation in the Programme, provided that such display of the Bupa logo is pre-approved by the Brand Manager, Marketing Department of Bupa (in the case of using logos of local affiliates, it must also be approved by the Brand Manager and Marketing Department of local teams of ELA Market Unit).. All rights in the Bupa logo shall continue to be vested in Bupa and any goodwill generated by the Applicant and/or Participant in the Bupa logo is for the benefit of Bupa. Bupa may terminate the licence granted above without cause immediately on written notice to the Applicant. On termination, the Applicant and Participant must immediately remove the Bupa logo from all channels and confirm to Bupa in writing that this has been done.

The Organiser and Bupa has the right to use the Applicant/Participant intellectual property rights only for the purposes of the Programme, including reviewing and considering their Application, as well as reasonably promoting the Programme (such as confirming your participation in the Programme's website and other advertising materials, or providing details about yourself and your business or business idea). The pitch day sessions and any meeting or session part of the Programme can be recorded and any recording made can be published and distributed as deemed appropriate. When Participants enrol in the Programme they expressly authorise the recording and use of their image and voice.

Participants consent to the worldwide and unlimited use, publication and reproduction, on behalf of the Organiser or Bupa, of their name, personal details and image, in any type of advertising, promotion, publication, including over the Internet, or by any other means whatever its nature, with commercial or informational purposes provided that

these relate to this Programme, without the Participant accruing a right to a refund of any kind and without them being paid any amount.

Likewise, selected Applicants undertake - should the Organiser request it - to appear at a press conference with Bupa personnel to present their projects within the framework of the Programme's development.

The Applicant and Participants warrants that the projects are the original work of their authors or that they are fully entitled to make use of them and that they have (and shall continue to have) all necessary rights, licenses, permissions and consents in order for the Organiser and Bupa to use the Applicant's content as we have set out in this paragraph 11.

## **12. COOPERATION OPPORTUNITIES**

Regardless of the route followed by each of the Applicants throughout the Programme, the Organiser and any Bupa entity might be interested in assessing possible opportunities for investment or trade. The Applicant agrees with the Organiser contacting them for those purposes. In such case, these T&Cs, where applicable, will remain fully in force and govern the discussions.

The Participant acknowledges and agrees that no provision contained within these T&Cs (or the Participant's application to and/or participation in the Programme) constitutes (either directly or indirectly) any commitment or intention to pursue any cooperation opportunity, business relations or commercial collaboration. Any potential business opportunity identified during the Programme shall remain subject to contract and the outcome of Bupa's internal processes.

## **13. LIABILITY AND INDEMNITY**

To the extent that it can be limited pursuant to applicable laws, the aggregate liability of the Organiser (including its employees, directors, shareholders, agents, advisors and cooperating parties) in relation to all the actions arising from the relationship with the Participants in the scope of the Programme (whether for contractual breach, objective liability, damages, fault or negligence) will not exceed GBP50,000 (fifty thousand pounds).

To the maximum extent permitted by the applicable law, the Organiser is not liable for any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by Applicant or Participants, even if the Organiser has been advised of their possible existence, arising in connection with these T&Cs.

In addition to the above, the Organiser has no liability for:

- Any incorrect or inaccurate information provided about the application process or the Programme;
- Technical or human failings;
- Failure to receive Applications.

Nothing in these T&Cs is intended to exclude or limit the Organiser's liability for death or personal injury, our fraud or any other liability which we may not by law exclude or limit.



You must keep a copy of any information that you send us via email and when you send us documentation on a physical medium, you must only send us a copy while retaining the original. We will not be liable for any loss of data or documentation.

When applying and filling in the Application Form, you agree that the limitations and exclusions set out above are reasonable taking into account all the circumstances, including the fact that submitting your Application Form does not entail any cost. If you do not agree to accept these limitations and exclusions and do not believe that they are reasonable, please do not make an application.

The Applicants/Participants should submit the Application Form and take part both in the application process and, where appropriate, in the Programme, in good faith and in the most professional and loyal way possible.

The Applicants/Participants agree to indemnify the Organiser or any other members of Bupa Group and their respective employees, directors, shareholders, agents, advisors and cooperating parties against any loss (including legal costs on a full indemnity basis), damages, cost, claim, liability or expense they may suffer as a consequence of a breach of these T&Cs.

## **14. CONTACT INFORMATION**

Should you have any queries about the Programme please speak to your Bupa Team contact but you can also contact us at this address:

### **Bupa/SANITAS**

Nieves Ribes  
Calle Ribera del Loira 52  
28042, Madrid. Spain

### **Bupa/LUX MED**

21 Postępu Street  
02-676 Warsaw  
Poland

FAO: eco-Disruptive Programme Leader

If you need to send a notification to the Organiser, you must send it to the address set out in the preceding paragraph.

To get in touch with you (or send you a notification), we will use the contact details you provided when submitting your Application Form. If your contact details change at any time, please notify us immediately. Any notification we send you will be considered to have been served on all the members of your team when you submit your Application Form on behalf of a team or organisation.

## **15. FORCE MAJEURE**

Where any new measures, recommendations, regulations and legislation are imposed (by the government and/or public authorities or otherwise) or due to any other matter that may be considered as force majeure (including but not limited to a pandemic), the parties acknowledge that the Programme may reasonably be extended or suspended or even terminated if the force majeure related situation continues beyond 6 weeks. In such case the Organiser shall have no further obligation to perform the Programme.

In any of the above-mentioned cases, the Applicants/Participants will not be entitled to any compensation or indemnity.

## **16. MISCELLANEOUS**

The Organiser reserves the right to amend, cancel or suspend the Programme at any time due to organizational circumstances falling outside its control such as the non-presentation of suitable projects or projects with sufficient weight.

Any person, Applicant or Participant taking part may be suspended or disqualified, at any time, when we deem it necessary to protect the integrity or performance of the Programme and/or the legitimate interests of the Organiser or Bupa Group, or where it is suspected that a participant or candidature has breached these terms or has behaved improperly, unethically or inappropriately.

The Organiser reserves the right to reject or eliminate from the Programme, without notice, any Applicant or Participant who, in the opinion of the Organiser, acts in a fraudulent or abusive manner or contrary to the spirit of the Programme or to the law, third party rights or good faith, without prejudice to any liability incurred in connection with this conduct, which the Participant will assume in full, with no liability for the Organiser. The Organiser will be entitled to terminate the participation of any Applicant or Participant whose actions (or those of any related person) could damage the reputation or good standing of the Organiser or Bupa Group.

A failure to apply any provision immediately will not be considered a waiver of our rights.

The invalidity or unenforceability of any provision contained in these T&Cs will not affect in any way the existence or validity of the remaining terms which will remain in full force and effect. If a provision is unenforceable, the Organiser may replace the applicable provision with one reflecting as faithfully as possible the valid intention of the replaced provision.

The Organiser reserves the right to introduce new contractual documentation to be signed in the event that the development of the Programme or the specific circumstances of the candidatures may require it or make it advisable. The Applications affected must accept and sign the aforesaid documentation as a precondition to continuing in the Programme. However, should an Applicant candidature refuse to do so it will be given the opportunity to withdraw its application.

## **17. LAW AND COURTS**

These Terms and Conditions of Participation (including any dispute or non-contractual claim) are governed by the laws of England and Wales and both you and ourselves accept the exclusive jurisdiction of the English courts in relation to any dispute that may arise regarding these terms or in connection with them (except if you live or have business or assets outside, in which case, we reserve the right to take enforcement action against you or request any preventive interim or provisional measures in any jurisdiction where you have your registered address or business or assets).