

# Santander Universities Entrepreneurship Awards Terms and Conditions for Businesses

#### Eligibility criteria

You must be a student (see Note 1) and/or graduate (see Note 2) from a Santander Universities UK partner university. To see the full list of eligible universities please visit www.santander.co.uk/universities/our-partners. One business can be entered per university partner.

Your business must be incorporated as a limited company, a partnership or set up with  $\mathsf{HMRC}$  as a sole trader.

Your business must be able to show demonstratable traction (see Note 3) by way of the following:

- You have a working Minimum Viable Product (MVP) (see Note 4) that has been launched. We define an MVP as a useable feature of a product or service that has measurable performance outcomes.
- · You must also meet two or more of the following criteria:
- You have already raised funding or investment of up to £250,000. (This includes debt capital (e.g. personal/business loans, loans from friends/family etc), equity capital (e.g. funding/investment from investors/angels), any funding from Santander Universities, the university you are studying at, grant funding from organisations such as Innovate UK, competition winnings, funds raised through crowd funding platforms etc.
- 2. You have already made sales/be generating revenue.
- 3. You have gained users e.g. app downloads or have acquired clients/customers.
- 4. You are promoting/advertising the business publicly (e.g. public facing website) with the specific aim of attracting sales/users or investment in the next 6 to 12 months.
- Throughout the process applicants must be legally residing within the UK.
- All applicants must be at least 18 years of age.
- Students or alumni must own a majority share in the business and be responsible for the direction and leadership of the organisation. This would normally include holding the title of CEO, Founder or Co-Founder.
- Note 1: Includes all levels of study.
- Note 2: Must have graduated within three years of the application submission date
- Note 3: Clear and measurable evidence that the business model works, the business is moving forward, and there is demand/need for the product/service. Note 4: By useable, your MVP needs to be thoroughly tested and fully functional. This is defined by three
- functions:
- 1. Users must be able to complete target actions and gain specific benefits from using the product.
- 2. The MVP is viable. It must solve the real problems your customers have.
- 3. The MVP is the minimum version of your product vision. It is not incomplete or untested. Examples of MPVs could be an app, a programme, a physical product, websites (with some form of
- call-to-action button) or a service with an appearance of automation.

# Submission criteria

Nominated businesses must submit their entries via **Santander X** to Santander UK between Tuesday 20 April at 9am and Friday 30 April at 5pm. Any late submissions will not be accepted.

Your University Key Contact must sign off a submission form to confirm you will be representing the university on the programme. This form needs to accompany your application through Santander X. Applications with no valid submission form will not be accepted. For further information on this form please contact your university.

If your business is run by individuals from different universities the application can be submitted to Santander Universities on behalf of one partner institution only.

#### General terms

Santander Universities (a division of Santander UK) reserves the right to withdraw any entry to the programme that is found to be in breach of any of the pre-established conditions and/or rules laid out in this document.

At least one member of your business must be available to participate in all stages of the programme. Santander Universities reserves the right to remove your business from the programme if this condition is not met.

Santander reserve the right to change or amend the individual's names on the judging panels and external partners/companies participating in any stage of the event.

Santander UK and Santander Universities accept no responsibility for any intellectual property rights infringements (including issues relating to third party copyright, design rights, patents, trademarks or trade names) and the revelation of business ideas, processes or products attained during the normal course of the programme.

All judges and Santander UK staff involved in the programme will be asked to sign confidentiality agreements to make sure Santander UK does its best to protect the businesses involved.

No responsibility can be accepted for entries not received for any reason nor for entries that are lost, mislaid or illegible.

Santander UK reserves the right to update or amend these terms and conditions without prior notice at any time.

Winners will be selected by the judging panel following completion of all finalist pitches.

Santander UK will notify successful applicants in person of their success at the official awards ceremony.

The judging panel in the final event will be asked to consider the following:

- target market
- product and/or service and the problem it is solving
- · business model and its viability
- competition
- the team.

The judges' decision is final, and no correspondence will be entered into. Each stage of judging will consist of a minimum of one independent judge.

Applicants will be responsible for any costs incurred in the process of the programme unless otherwise agreed with Santander UK or stated in this document. For any in-person events, Santander UK will cover travel costs up to  $\pm 100$  for all businesses.

The winning business will receive a £75,000 package of support.

The runner up business will receive a £50,000 package of support.

The six finalists will each receive a £5,000 package of support.

The prize money will be paid to the partner university of the winning business. It is then the university's responsibility to pay this into a UK bank account held in the name of either the business or the winning applicant(s).

The programme and these terms and conditions are governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England. By entering this programme, applicants are indicating their agreement to be bound by

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# Data protection

For the purpose of this clause:

Data Protection Law means the Data Protection Act 2018, the General Data Protection Regulation (2017/679) (GDPR), the Privacy and Electronic Communications Regulation and all applicable laws which replace these including all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (or the data protection authority which replaces it).

Any reference in these terms and conditions to 'data controller', 'data processor', 'data subjects', 'personal data', 'process', 'processed', 'processing' and 'supervisory authority' shall have the meaning set out in the GDPR.

- By entering this competition, you understand that Santander may collect, use and share information about you with its associated companies, service providers, your university where necessary and agents in order to administer the programme and delivery of the prize.
- For more information about how we process your personal information please see the data protection statement below.

#### **Data Protection Statement**

Your personal data is data which by itself or with other data available to us can be used to identify you. We are Santander UK plc, the data controller. This data protection statement sets out how we'll use your personal data. You can contact Santander UK plc's Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes MK9 1AN if you have any questions.

#### The types of personal data we collect and use

By entering this programme, we'll use your personal data for the reasons set out below. The personal data we use may include:

- Full name and personal details including gender and contact information (e.g. address, email address, telephone numbers).
- University details (such as the name of the member of staff coordinating the programme and their associated contact details).
- Business financial information (e.g. turnover, year established, company type, company website, name of co-founders, co-founders email addresses and details of any funding raised).
- Photographs and videos in relation to your participation in the programme.

## Providing your personal data

We'll tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases you must provide your personal data so Santander UK plc can process your application.

Using your personal data: the legal basis and purposes

We'll process your personal data:

- 1. As necessary to perform our contract or agreement with you for the relevant service/ placement:
- a) to take steps at your request prior to entering into it;
- b) to decide whether to enter into it;
- c) to manage and perform that contract; and
- d) to update our records.
- 2. As necessary for our own legitimate interests or those of other persons and organisations, e.g.:
- a) for good governance, accounting, and managing and auditing our business operations;
- b) to monitor emails, calls, other communications and activities relating to our dealings with you;
- c) for market research, analysis and developing statistics;
- d) to contact you in relation to competitions, events, initiatives and processes i.e. to determine if you have successfully passed to the next stage of the programme;
- e) to contact you to understand and assess the impact the Santander donations funding you have received has had on you; and
- f) to contact you to request your participation in events relating to the programme.
- 3. As necessary to comply with a legal obligation, e.g.:
- a) when you exercise your rights under data protection law and make requests;
- b) for compliance with legal and regulatory requirements and related disclosures;
- c) for establishment and defence of legal rights;
- d) for activities relating to the prevention, detection and investigation of crime;
- e) to verify your identity, make credit, fraud prevention and anti-money laundering checks; and
- $\mathbf{f})$  to monitor emails, calls, other communications and activities relating to your dealings with us.
- 4. Based on your consent, e.g.:
- a) when you request us to disclose your personal data to other people or organisations such as a company handling a claim on your behalf, or otherwise agree to disclosures; and
- b) to send you marketing communications where we've asked for your consent to do so. I'm free at any time to change my mind and withdraw my consent. The consequence

might be that you can't do certain things for me.

The information provided such as your name, information about your business, photos, videos, interview, statements by you may be used for brand promotion and publicity purposes. If you do not want your information to be used for these purposes you can opt out by indicating this on the submission form. For the pitching events you will be required to present information about your business to an audience. As such you understand it is your responsibility to ensure that the information presented is not of confidential nature. Santander UK plc may work with third parties throughout the programme in order to provide you with developmental opportunities and experiences. These third parties may use your duat to contact you and invite you to events and opportunities aimed at helping your business to grow.

# Sharing of your personal data

Subject to applicable data protection law Santander may share your personal data with the following where required:

- The Santander group of companies and associated companies in which we have shareholdings.
- Companies and other persons who help us provide our events, our products and services.
- Our legal and other professional advisers, including our auditors where applicable.

- Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office).
- ° Courts, to comply with legal requirements, and for the administration of justice.
- In an emergency or to otherwise protect your vital interests.
- To protect the security or integrity of our business operations.
- When we restructure or sell our business or its assets or have a merger or re-organisation.
- Market research organisations who help to improve our products or services.
- · Anyone else where we have your consent or as required by law.

#### International transfers

Your personal data may be transferred outside the UK and European Economic Area. While some countries have adequate protection for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. We will take all reasonable steps necessary to make sure your information is protected to UK standards.

# Criteria used to determine retention periods

The following criteria are used to determine data retention periods for your personal data:

- Retention in case of queries. We'll retain your personal data as long as necessary to deal with your queries in relation to the event.
- Retention in case of claims. We'll retain your personal data for as long as you might legally bring claims against us.
- Retention in accordance with legal and regulatory requirements. We'll retain your
  personal data after the programme has come to an end based on our legal and
  regulatory requirements.

## Your rights under applicable data protection law

Your rights are as follows:

- The right to be informed about our processing of your personal data.
- The right to have your personal data corrected if it's inaccurate and to have incomplete personal data completed.
- The right to object to processing of your personal data.
- The right to restrict processing of your personal data.
- The right to have your personal data erased (the 'right to be forgotten').
- The right to request access to your personal data and information about how we process it.
- The right to move, copy or transfer your personal data ('data portability').
- · Rights in relation to automated decision making including profiling

You have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: ico.org.uk. For more details on all the above you can contact Santander UK plc's DPO or request a copy of our 'Using My Personal Data' booklet by asking for a copy in branch or online at santander.co.uk.

Santander is able to provide literature in alternative formats. The formats available are: large print, Braille and audio CD. If you would like to register to receive correspondence in an alternative format please visit **santander.co.uk/alternativeformats** for more information, ask us in branch or give us a call.

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