

## TERM & CONDITIONS

**By submitting a proposal to the Spark Ignite 2022 (the "HSE Spark Ignite") (a "Proposal"), you (the "Participant") agree to be bound by these terms and conditions. Promotional materials relating to Spark Ignite, including all information on how to enter Spark Ignite and related forms, also form part of these terms and conditions. In the event of any conflict between any terms referred to in any such promotional materials and these terms and conditions, these terms and conditions take precedence.**

1. The promoter of Spark Ignite is the HSE Spark Innovation Programme.
2. Spark Ignite is open to all HSE staff and voluntary hospital staff with an idea to address a challenge, problem, or unmet need in healthcare.
3. Participants who are natural persons must be at least 18 years old.
4. Any illegible, incomplete or fraudulent proposals will be rejected.
5. Proposals will be evaluated in accordance with the selection criteria outlined in the Spark Ignite and related promotional materials. The successful Proposals will be selected by an evaluation panel comprising experts selected by the Spark team. The decision of the panel will be final and no correspondence will be entered into.
6. Participants whose proposals are selected for participation in an innovation mini-accelerator will be required to participate in three workshops in person or via web link. The workshops will be spread over three weeks. Dates will be confirmed when the call is closed. Failure to enter into such agreement will result in the Proposal disqualification.
7. Any copyright and other intellectual property rights ("IP") in any Proposal shall, as between the Participant and Spark, remain vested in the Participant.
8. Furthermore, each Participant represents and warrants that it has obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create and/or be featured in its Proposal and that its Proposal fully complies with these terms and conditions and: (a) is the Participant's original work and does not include the work of a third party, or if it does include such work that the Participant has obtained all rights, licences, and permissions necessary, in writing; (b) does not include trademarks, logos, or copyright

protected material which belongs to third parties without permission; (c) is not subject to any third party agreements and Spark will not be required to pay or incur any sums to any person or entity as a result of its use (as set out in these terms and conditions); (d) does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of Spark, the Health Service Executive or any other party collaborating in the Spark Initiative; and (e) does not violate any applicable local state, provincial, national or international law or include any content that would encourage or provide instructions for a criminal offence. Spark reserves the right to disqualify any Proposal if it suspects any breach of these terms and conditions or if it receives any complaint from a third party relating to such Proposal.

9. By submitting a Proposal, the Participant agrees to have its name and entry featured in publicity materials relating to Spark Ignite without further reference, payment or other compensation. This includes making their name and non-confidential details in relation to their Proposal available to the Health Service Executive, Enterprise Ireland and any other party collaborating in the Spark Ignite initiative.

10. Spark reserves the right to modify, cancel, terminate or suspend Spark Ignite in whole or in part, at its sole discretion, if it believes Spark Ignite is not capable of being conducted as specified within these terms and conditions or in the event of any cause that is beyond reasonable control that could corrupt or affect the administration, security, impartiality or normal course of Spark Ignite.

11. Any Participant who submits or attempts to submit a Proposal in a manner, which in Spark's reasonable determination is contrary to these terms and conditions or by its nature is unjust to other participant (including without limitation tampering with the operation of Spark Ignite, canvassing or any other unfair practices) may be rejected from Spark Ignite at Spark's sole discretion.

12. These terms and conditions and any non-contractual obligations arising out of or in connection with them shall be governed and construed by Irish law. The courts of Ireland shall have exclusive jurisdiction to hear any dispute or claim arising out of or in connection with Spark Ignite, these terms and conditions or any related non-contractual obligations and each Participant submits to the exclusive jurisdiction for that purpose.