

INTRODUCTION

John Lewis Plc (John Lewis) and investment fund and innovation specialist, L Marks Ltd, have come together to create “JLAB”, an accelerator programme designed to fast track the growth of startup companies developing innovations that can be implemented by John Lewis. JLAB will hand-pick up to five individuals or teams, inviting them to participate in a 12-week business accelerator program. The startups will be challenged to develop products and services that will shape the John Lewis customer experience of the future. For 10 weeks they will be housed in an environment designed entirely for their businesses’ rapid growth and success. There, they will develop solutions for John Lewis for the opportunity to gain capital investment from John Lewis and L Marks and a commercial relationship with John Lewis. The programme will be followed by two weeks remote off-boarding to help the businesses involved determine their next steps.

Participation in the Programme constitutes Participant's’ full and unconditional agreement to these Terms & Conditions and to the Organisers’ decisions, which are final and binding in all matters related to the Programme. Participating in the accelerator programme is contingent upon fulfilling all requirements set forth in these Terms & Conditions and entering into further agreements.

TERMS AND CONDITIONS

1. ORGANISERS

Reference to the “Organisers” means:

1.1

“Administrator”

L Marks Ltd.

20 Broad Lane,

Hale,

Altrincham,

Cheshire,

WA15 0DF

1.2

John Lewis Plc.

171 Victoria Street,

London,

SW1E 5NN

2. JLAB COMMITTEE

The Committee is defined as the team of individuals from John Lewis and L Marks Ltd convened to create and preside over the running of JLAB.

3. JLAB PANEL

The JLAB Panel is defined as the team of individuals appointed to a) judge Participants' applications and pitches and b) mentor Participants during the JLAB accelerator, and will include one or more independent judges.

4. PROMOTER

The Promoter of this programme is John Lewis. The registered office address for John Lewis is set out in clause 1.2 above but all correspondence in respect of this programme for the attention of the Promoter should be marked "JLAB Programme" and sent care of the Administrator at the address set out in clause 1.1.

5. PROGRAMME DATES

Applications Open: 4th April 2016

Applications Close: 8th May 2016

Pitchers Announced: 20th May 2016

Pitch-Day: 8th June 2016

Finalists announced: 10th June 2016

Accelerator Commences: 4th July 2016

Demo Day: Week Commencing 5th September 2016

Programme Ends: 23rd September 2016

6. ELIGIBILITY

- a. The Programme is open to:
 - i. individuals or teams of individuals of all ages, provided the individual is (or, in the case of a team, all individuals in the team are) at least 18 years of age. International applicants who are invited to the UK to participate in Pitch Days, or in the JLAB accelerator, may be subject to UK visa restrictions and are responsible for ensuring that they are able to take part in the accelerator. International applicants who are invited to the UK must also be prepared to pay travel costs associated with their trip. At its discretion, JLAB may pay travel costs for international applicants; and
 - ii. corporations (including not-for-profit corporations and other nonprofit organizations), limited liability companies, partnerships, and other legal entities; (“Participants”).
- b. Participants must own or have access, at their own expense, to a computer, an Internet connection and any other electronic devices, documentation, software or other items a Participant may deem necessary to create and enter their application.
- c. Each Participant who is a team or organisation shall appoint one individual (the “representative”) to represent it and act on behalf, including registering and entering an application, of said team or organisation. The representative must be duly authorized to submit on behalf of the team or organisation. The representative represents and warrants that he/she is duly authorized to act on behalf of the team or organisation and has read the Terms & Conditions, and that the team or organisation agrees to abide by these Terms & Conditions. The representative will ensure that each member of the team or organisation participating in entering the

application, or in decisions related to the application, has read and complies with the Terms & Conditions.

d. An individual may join more than one team or organisation, and an individual who is part of a team or organisation may also enter the Programme on an individual basis, provided they meet the eligibility requirements for individual participants.

e. The following individuals and entities are not eligible regardless of whether or not they meet the criteria set forth above: the Administrator and its employees, members of the JLAB committee, members of the JLAB panel, JLAB mentors, and any individual involved with the design, production, promotion, execution, or distribution of the programme and each member of any such individual's immediate family or household.

7. PROGRAMME APPLICATION PERIOD

a. Participants may enter an application between 4th April 2016 and 8th May 2016 (the "application period"). The Administrator's computer is the official timekeeping device for this programme.

b. Any application entered outside the programme application period shall be disqualified.

8. APPLICATION

a. Applications must fall into one of the five innovation categories:

- Effortless Shopping
- Simplify My Life
- Technology for Kids
- Health and Wellbeing

- Surprise Us

- b. Applications to the programme must be submitted through the website www.jlab.co.uk by going online, clicking 'Apply' and following the instructions.
- c. Applications are in English and must be filled out in English.
- d. Applications may be disqualified if they are:
 - i. filled out in any language other than English; and/or
 - ii. contain information that is not in accordance with the on-screen instructions.
- e. The application focuses on 4 areas:
 - i. the Idea: Information about the Participant's core product; what it is, how it works, why it is significant, market opportunity, go-to-market/sales strategy and competition;
 - ii. the Founder(s): Information about the individual(s) who conceived the idea; their motivations, background and interests;
 - iii. the team: Information about non-founding members of the team (if applicable); who they are, what their roles and responsibilities are; and
 - iv. the Company: Historical and financial information about the Participant company (if applicable).
- f. Applicants are encouraged to provide links to a demo video, no more than 60 seconds.

9. GENERAL REQUIREMENTS

- a. A Participant may enter more than one application. However, each application must be, at the sole discretion of the Organisers, substantially different from the Participant's other applications. If similar applications are received, the Organisers may require the Participant to choose one of the similar applications to enter. If an individual is a member of more than one team or organisation, the applications made by the team or organisation that the individual is part of must be substantially different from other applications the individual is involved in.
- b. An application may be rejected at the sole discretion of the Organisers for any reason, including if the application, either in part or in its entirety, is deemed to be obscene, defamatory, likely to incite violence or illegal activity, in violation of any third-party's rights, or is otherwise deemed to be inappropriate.
- c. Applications must not attempt to duplicate a prior application already submitted in this Programme. The Organisers reserve the right to disqualify any application that in its opinion is a duplicate or substantially similar to another application.
- d. Applications must not violate the intellectual property rights or other rights including, but not limited to, copyright, trademark, patent, contract, and/or privacy rights of any other person or entity.
- e. By entering an application the Participant represents, warrants and agrees that any use of the application by John Lewis, the JLAB committee, Administrator and/or the JLAB panel (or any of their respective partners, subsidiaries and affiliates) as authorized by these Terms & Conditions, shall not infringe upon, misappropriate or otherwise violate any intellectual property right or proprietary right including, without limitation, any registered

or unregistered trademark, copyright, design rights or patent, nor any privacy rights, moral rights nor any other rights of any person or entity.

10. JLAB ACCELERATOR

- a. Applications to JLAB will be put through an initial screening by the Organisers.
- b. The Organisers will select a number of applicants to attend a Pitch Day in London. It is anticipated that around 25 applicants will be selected, though the JLAB Committee reserves the right to select more or less depending on the quantity and quality of applications received. Those who are invited to the Pitch Day will be given the opportunity to pitch their ideas to a panel. Pitches are expected to take place in 2 sessions: a morning session and an afternoon session. In the morning session applicants will be given the opportunity to pitch their idea and demo their product. After the morning session some of the applicants will be eliminated. The remaining applicants will be invited back for a Q&A during the afternoon session. The Organisers will seek to make arrangements for International applicants to attend remotely, for example by using Skype or Google Hangouts.
- c. Participants with the ideas which most impress the Organisers will be invited to participate in the JLAB accelerator (it is anticipated that 5 businesses will be selected but this may vary depending on the applications received).
- d. Should a successful Participant wish to accept such offer and participate in the JLAB accelerator they will be required to enter into further documentation. This may include a requirement set up a limited company which owns the intellectual property rights in the business idea. The successful Participant may also be offered the opportunity to receive investment in its business from John Lewis and L Marks in consideration

for a legal interest in the business. It is intended that such an offer will be by way of a Share Option Agreement (a draft is available on request to info@jlab.co.uk). Such investment will be administered from an investment fund of up to £200,000. It is intended that up to £100,000 will be reserved for investment in one team.

e. Any investment made by John Lewis and L Marks (as described in Clause 10 d) will be done so through a share option agreement to acquire up to 26% of the Participant's company, based on a valuation to be agreed between all parties prior to entering the accelerator. Both the contract and investment will be subject to negotiation between the parties acting reasonably and in good faith.

f. The detailed requirements for entering into the JLAB accelerator are to be negotiated between the Administrator, John Lewis and the Participant once an invitation has been issued, and until and unless such documentation is agreed and entered into by all parties the Participant shall not be obligated to participate in the JLAB accelerator and the Organisers shall not be obliged to admit the Participant to the JLAB accelerator.

g. In order to maximise benefit from expertise and tools made available by John Lewis, Participants in the accelerator ("Accelerator Participants") are strongly advised to relocate their businesses to JLAB's office in London for the duration of the JLAB accelerator.

h. Participation in hosted events, speeches and workshops during the JLAB accelerator is mandatory for all Accelerator Participants.

i. The accelerator will run for 12 weeks and will be split into 'themed' sprints. Information about the sprints will be communicated to Accelerator Participants prior to the commencement of the accelerator. During the accelerator businesses will be recorded and videos will be posted to the JLAB website to allow John Lewis partners and the public to track the programme's progress.

j. Demo Day: At the end of the accelerator, the Accelerator Participants will demo their product or solution to the JLAB panel. The JLAB panel will deliberate and must come to a unanimous decision on who the outcomes from JLAB for the selected finalists.

k. Towards the end of the programme, the JLAB Participants will be entered into a “Partners' Choice Award” competition through which the John Lewis Partner community (John Lewis employees) will have the opportunity to elect their favourite product or solution. The winner of the Partners' Choice Award will receive a prize of up to six month’s free office space. The Organisers reserve the right to alter this prize at any time.

l. Showcase event: an event may be held at the end of the programme where Accelerator Participants will pitch their products one final time to an audience of potential investors and influencers invited by John Lewis and L Marks. Accelerator Participants will have the opportunity to network with investors.

11. SELECTION CRITERIA

a. The JLAB panel will rate the quality of all applications to the Programme using the following seven (7) equally weighted criteria:

i. Potential Impact on John Lewis

ii. Quality of the Team

iii. Speed of Integration

iv. Investment Potential

v.Competitive Advantage

12. VERIFICATION OF POTENTIAL ACCELERATOR PARTICIPANTS

a. ALL POTENTIAL ACCELERATOR PARTICIPANTS WILL BE SUBJECT TO FURTHER DUE DILIGENCE WHICH MAY INCLUDE VERIFICATION OF IDENTITY, QUALIFICATIONS AND ROLE IN THE CREATION OF THEIR IDEA BY THE ORGANISERS AND DUE DILIGENCE ON THE PARTICIPANT COMPANY. THE DECISION OF THE ORGANISERS IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROGRAMME.

Participants must continue to comply with these Terms & Conditions throughout the Programme.

b. At the sole discretion of the Organisers, a Participant will be deemed ineligible if:

- i. they refuse to participate in Pitch Day;
- ii. the documentation referred to in clauses 10 d & e has not been agreed and executed by 4th July 2016;
- iii. they are uncontactable for a period of more than 7 days; and/or
- iv. any member of their team is disqualified for any other reason.

c. In the event of disqualification, the Organisers, at their sole discretion, may select an alternate Participant, or award the applicable Partners' Choice Award to an alternate participant.

14. ENTRY CONDITIONS AND INDEMNITY

- a. Each Participant acknowledges and agrees that the relationship between the Participants, John Lewis, the JLAB committee and the Administrator is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to provide the Participant's application to the JLAB committee and Administrator for the purposes of this programme does not place the JLAB committee, the Administrator, and their respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the application, except as specifically provided in these Terms & Conditions.
- b. The Participant recognises that John Lewis and the Administrator are separate entities which are independent of each other and that no partnership exists between John Lewis and the Administrator.
- c. By entering, each Participant (including all participating members of a team or organisation) agree(s) to:
 - i. comply with and be bound by these Terms & Conditions and the decisions of the Organisers and/or the JLAB panel, which are binding and final in all matters relating to this programme; and
 - ii. indemnify, defend and hold harmless John Lewis, the JLAB committee, the Administrator, and their respective parent, subsidiary, and affiliated companies and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the programme, and all of their respective past and present officers, directors, employees, agents and representatives from and against any and all claims, expenses, and liabilities (including legal fees), including, but not limited to, negligence and damages of any kind to

persons and property, defamation, infringement of trademark, copyright, design right or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant's entry, creation of application or entry of application, participation in the programme, acceptance or use or misuse of the prize (including any related travel or activity), participation in Pitch Days, participation in the accelerator and/or the broadcast, transmission, performance, exploitation or use of application as authorized or licensed by these Terms & Conditions.

15. INTELLECTUAL PROPERTY

- a. The participation in the Programme by the Participant shall not operate to transfer any pre-existing intellectual property rights belonging to the Participant (or its licensors) to John Lewis or the Administrator, nor shall it operate to transfer any pre-existing intellectual property rights belonging to John Lewis or the Administrator (or their respective licensors) to the Participant.
- b. The Participant may only use John Lewis's or the Administrator's (or their licensors') intellectual property rights, including but not limited to their rights in trademarks, trade names, logos, promotional materials, web pages, Programme documentation or presentations, as strictly necessary for participation in the Programme, as expressly permitted by these Terms & Conditions or as expressly authorised in writing by John Lewis or the Administrator (as applicable). Any right to use such material shall be non-exclusive and non-transferable and shall immediately terminate at the end of the Participant's involvement in the Programme.
- c. By agreeing to participate in the Programme the Participant agrees that John Lewis and/or the Administrator may make use of its intellectual property rights as reasonably required for the operation of the Programme, including in publicity material. However, any use of the Participant's intellectual property for business purposes outside of the Programme (for example the

use of the Participant's copyrighted material in John Lewis's business processes or the manufacture or production of the Participant's product) shall be conditional upon the Participant entering into a commercial agreement on suitable terms with John Lewis (or the Administrator, as applicable), and it is expressly acknowledged that none of the parties are under any obligation to enter into such an agreement.

- d. It is the intention of the Programme that the Participant shall develop and improve its products and/or services and, whilst the Participant is primarily responsible for such development, John Lewis and/or the Administrator may provide some input, assistance or advice from time to time during the Programme. Notwithstanding this, all intellectual property rights in the Participant's products and services shall belong to the Participant and, to the extent that John Lewis and/or the Administrator would otherwise acquire rights in the Participant's products or services John Lewis and the Administrator (as applicable) hereby assign to the Participant (or such other party as the Participant may nominate for this purpose) by way of present assignment of future rights all rights, title and interest in any such intellectual property as may be generated.
- e. Clause 15.d above shall only operate to transfer rights in developments specifically relating to the Participant's products and services and does not operate to transfer ownership of any pre-existing rights, nor of any intellectual property generated during the term of the Programme or thereafter which are not developed specifically in relation to the Participant's products or services.
- f. Where the Participant is at any time provided with any material in which the intellectual property rights are owned by John Lewis or the Administrator (or their respective licensors) such as source code, documentation, inventions or details of procedures or policies it shall unless expressly authorised in writing keep such material separate from its own material and clearly identified as belonging to John Lewis or the Administrator (as applicable).

- g. To the extent that the Participant is expressly permitted to integrate John Lewis's or the Administrator's material into its own it shall do so in a way that it remains clearly identifiable and shall not do anything to suggest that has any rights in such material other than as a licensee. Following the end of the Programme, or on earlier request from John Lewis or the Administrator, the Participant shall remove all such material from its own material and destroy it or, to the extent that they cannot be separated, destroy the material containing John Lewis's and/or the Administrator's material.
- h. Unless otherwise stated, all material provided by John Lewis and the Administrator (or on their behalf) to the Participant (other than that which is in the public domain otherwise than as a result of a breach of confidentiality obligations) is confidential and the Participant shall not disclose such information to any other party save as expressly permitted or as requested by law.
- i. The parties each acknowledge the importance of maintaining the confidentiality of any information relating to anything which is potentially patentable, whether in the UK or in any other country (described here as an "invention"). During the course of the Programme it may become desirable for such information to be shared between the Participant, John Lewis and/or the Administrator (and their respective employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants who have a need to know the same).
- j. Where a party receives any information which it is informed, is aware, or ought reasonably to be aware may relate to an invention or potential invention then it shall keep such information confidential and secure and shall not disclose it to any other party, other than a party to these Terms & Conditions or a party of a type described in clause 15.i above who is subject to equivalent obligations of confidentiality. Each party agrees that it shall not take any steps which would or may affect the patentability of such invention. This clause 15.j shall not apply to information which is in the public domain

(other than as a result of a breach of obligations of confidentiality) or which a party is required to disclose by law.

- k. Except in the circumstances described in clause 15.l, the obligations set out in clause 15.j shall cease to apply on the earlier of (i) the date on which the party which would potentially have the right to patent the invention notifies the others in writing that it does not intend to do so or (ii) the end of the Programme (save that where the disclosure is made less than 14 days prior to the end of the Programme, the obligation shall survive for 14 days from the date of the disclosure).
- l. If a party, acting in good faith, notifies the others that it intends to or is likely to apply for a patent in respect of its invention then, notwithstanding clause 15.k, the obligations of confidentiality shall survive until the date on which that party makes an application for a patent for that invention (or such later date as may be necessary to avoid the application for the patent being prejudiced by virtue of the disclosure having been made) or notifies the other party that it no longer intends to proceed with such an application. This clause 15.l shall only apply provided that the disclosing party applies for a patent within a commercially reasonable period following the discovery of the invention.

16. LIABILITY

- a. Subject to clause 15.b and 15.c, the liability of John Lewis and the Administrator under this agreement is strictly limited to £100 each.
- b. Subject to clause 15.c, John Lewis and the Administrators shall have no liability in connection with:
 - i. any incorrect or inaccurate information, whether caused by the Organisers' or a Participant's electronic or printing error or by any of the equipment or programming associated with or used in the programme;

- ii. technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the programme website;
 - iii. unauthorized human intervention in any part of the entry process or the programme;
 - iv. technical or human error which may occur in the administration of the programme or the processing of applications; and
 - v. any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the programme or receipt or use or misuse of any prize. If for any reason any Participant's application is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request the opportunity to resubmit its application, which request will be determined at the sole discretion of the Organisers if the programme submission period is still open.
- c. Nothing in these Terms & Conditions shall exclude or limit any party's liability for death or personal injury caused by its negligence, for fraudulent misrepresentation and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law.

17. PUBLICITY

- a. Participation in the programme constitutes a Participant's consent to John Lewis and the Organisers, and their agents' use of the Participant's name and description, including organisation name, if applicable, and the Participant's likeness, photograph, voice, opinions, comments and/or the place of business / residence of the Participant (or individuals who

contributed to the Participant's application) for promotional purposes in any media, worldwide, without further payment or consideration for a period up until two years following the conclusion of the programme.

18. GENERAL CONDITIONS

- a. The Organisers reserve the right to cancel, suspend and/or modify the programme, or any part of it, if any fraud, technical failure or any other unanticipated factor or factor beyond the Organisers' control impairs the integrity or proper functioning of the programme, as determined by the Organisers at their sole discretion. The Organisers reserve the right at their sole discretion to disqualify any Participant, including if it finds the Participant to be tampering with the programme, specifically including, but not limited to, the entry or voting process (for example by using the aid of computer software programs to auto-fill entries), or the operation of the programme, or to be acting in violation of these Terms & Conditions, or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this programme, or a violation of any applicable law or regulation.
- b. Any attempt by any person to undermine the proper conduct of the programme may be a violation of criminal and civil law, and, should such an attempt be made, the Organisers reserve the right to take proper legal action, including, without limitation, referral to law enforcement for any illegal or unlawful activities.
- c. The Organisers' failure to enforce any provision of these Terms & Conditions shall not constitute a waiver of that provision. The Organisers are not responsible for incomplete, late, misdirected, damaged, lost, illegible or incomprehensible applications, or for address or email address changes of the Participant. Proof of sending or submitting will not be deemed to be proof of receipt by the Organisers.

d. In the event of any discrepancy or inconsistency between any provisions of these Terms & Conditions and disclosures or other statements contained in any programme materials, including, but not limited to, the programme application form, programme website, advertising (including, but not limited to, television, print, radio or online ads), these Terms & Conditions shall prevail.

e. The Organisers reserve the right, without liability, to amend these Terms & Conditions at any time, including the rights or obligations of Participants, John Lewis, the JLAB committee and the Administrator. In such event, the Organisers will post the amended Terms & Conditions on the programme website. Any amendment will become effective at the time the Organisers post the amended Terms & Conditions.

g. Should any provision of these Terms & Conditions be, or become, illegal or unenforceable, such illegality or unenforceability shall leave the remainder of these Terms & Conditions unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the JLAB committee's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

19. PRIVACY

Any personal information collected from you when entering the Programme is subject to the privacy policy located [here](#).

20. LAW AND JURISDICTION

These Terms & Conditions (including any associated non-contractual disputes or claims) is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with these Terms & Conditions.

22. CONTACT US

If you have any questions or wish to send us any notice regarding this programme, please email us at info@jlab.co.uk.