

INNOVISION RESEARCH & TECHNOLOGY PLC
COMPETITION TERMS AND CONDITIONS

PARTIES:

- 1) INNOVISION RESEARCH & TECHNOLOGY plc of 33 Sheep Street, Cirencester, Gloucestershire GL7 1RQ (“**Innovision**”); and
- 2) The person(s) whose name(s) and address(es) are set out in the Schedule attached hereto (the “**Entrant**”)

It is hereby agreed between the parties hereto as follows:

1. Definitions

“Competition” means the competition organised by Innovision to win the Prizes, the terms of which are set out herein;

“Competition Kit” means a kit containing (i) ten Topaz Tags; and (ii) a Topaz Data Sheet. For the avoidance of doubt, the Competition Kit shall not include an NFC Handset;

“Competition Terms” means these Competition Terms and Conditions;

“Confidential Information” means (i) the Competition Kit; (ii) all other information of Innovision disclosed to the Entrant in connection with the Competition which by its nature is confidential; and (iii) all information of the Entrant which is marked or designated as confidential or proprietary, or, where the information is disclosed orally, is designated as confidential by the Entrant prior to disclosure.

“Entry” means the competition entry submitted by the Entrant, which shall comprise (i) the Innovation; (ii) a short abstract that describes the workings of the Innovation; and (iii) a summary on how the Innovation meets the Judging Criteria;

“Innovation” means an application that (i) uses one or more Topaz Tags together with software and/or hardware; and (ii) has been invented, created and/or originated by the Entrant for the purpose of entering the Competition;

“Judging Criteria” means the criteria against which the Panel shall judge each entry to the Competition to decide which of the entries shall win each Prize. These criteria shall be as follows:

- (a) Social – the potential for the Innovation to benefit society as a whole;
- (b) Economic – the potential financial benefit of the Innovation for businesses, individuals and/or communities;
- (c) Commercial – the potential for the innovation to be developed into a commercial venture capable of large volume manufacture;
- (d) Personal – the potential effect of the Innovation on the lives of one or more individuals;
- (e) Learning – the addition to the body of knowledge already in existence that has been made in the creation of the Innovation;
- (f) Novelty – the originality of the Innovation;
- (g) Logistics - the potential contribution of the Innovation to the way goods and services are delivered to the consumer or end user;;
- (h) Technical efficiency – the best use of 96 bytes; and
- (i) Collaboration – the potential contribution of the Innovation to creating an effective working environment and/or organisation culture;

Please note: entries falling within the Reserved Field of Use will not be accepted.

“NFC Handset” means a mobile telephone containing a device that can read near field communication tags.

“Panel” means the panel of three judges selected by Innovision, who will consider the entries from all entrants and will decide which of such entries shall win each Prize;

“Presentation Ceremony” means the ceremony to be held on 3rd December 2007 at a venue of Innovision’s choice, at which (i) the shortlisted entrants shall demonstrate their entries to the Panel; and (ii) the winner of each Prize will be selected;

“Prize” means the prize that will be presented to the person or team who wins the Competition, as set out at clause 6.1;

“Reserved Field of Use” means any medical or pharmaceutical products, medical disposables, products for use in medical or pharmaceuticals systems, any products used for or involved with the treatment of any patients or used for or involved with the care (including aftercare) of patients;

“Topaz” means Innovision’s proprietary silicon design;

“Topaz Data Sheet” shall mean the data sheet that describes the functionality of Topaz;

“Topaz Tag” means the silicon die manufactured to the Topaz design (Part number IRT5011), the functionality of which is described in the Topaz Data Sheet;

“Website” means Innovision’s Website, which is located at www.innovision-group.com.

2. The Competition Organisation, Amendment and Cancellation

2.1 The Competition is organised by Innovision.

2.2 Innovision reserves the right to cancel or amend the Competition, the Prizes or these Competition Terms at any time on the provision of notice in writing or by email to the Entrant.

2.3 In the event of any dispute regarding the Competition Terms, Prizes, conduct, results and all other matters relating to a Competition, the decision of Innovision shall be final and no correspondence or discussion shall be entered into.

2.4 Innovision reserves the right to disqualify the Entrant if it has reasonable grounds to believe the Entrant has breached any of these Competition Terms.

3. Qualifying Entrants

3.1 The Competition is open to individuals and organisations located within the United Kingdom.

3.2 Entrants may enter the Competition as an individual or as a team comprising no more than four members.

3.3 Employees, and the agents, family members and households of such employees, of Innovision or any other company involved in the Competition or any such company’s parent or subsidiary companies, are not eligible to enter the Competition. Innovision reserves the right to verify the eligibility of the Entrant.

4. Entering the Competition

4.1 There is no charge for entering the Competition.

4.2 Prior to entering the Competition, the Entrant shall send a written or emailed request for a Competition Kit to Innovision. Innovision shall provide the Entrant with a Competition Kit within 7 days of receipt of such request.

4.3 The Entrant will be required to use an NFC Handset in order to participate in the Competition. It is the responsibility of the Entrant to obtain such NFC Handset. Innovision accepts no liability for any failure by the Entrant to obtain such NFC Handset.

4.4 In order to enter the Entrant shall submit the Entry to Innovision at the address set out above on or before 9th November 2007 together with a copy of these Competition Terms that have been completed and signed by the Entrant (including all members, where the Entrant is a team).

4.5 Innovision shall not return the Entry.

5. Judging the Competition

5.1 The Entry shall be judged by the Panel based on the extent to which the Entry meets one or more of the Judging Criteria, as compared with all other entries to the Competition.

5.2 The Panel shall select a shortlist of entrants, who shall be notified by 19th November 2007. In the event that the Entrant is on such shortlist, the Entrant shall be invited to the Presentation Ceremony.

5.3 In such event, failure by the Entrant to attend the Presentation Ceremony shall lead to disqualification of the Entrant from the Competition. The Entrant shall be notified at the Presentation Ceremony of whether or not the Entry has won a Prize.

5.4 In the event that Innovision discovers after the Presentation Ceremony that the winner of one or more of the Prizes should be disqualified from the competition, Innovision in its sole discretion shall decide whether an alternative winner shall be selected. In the event that Innovision decides to select an alternative winner, such further winner shall be selected in the same manner as the original winner.

5.5 The winner’s name(s) may be published on the Website or a list of winners may be obtained by submitting a request in writing to Competition Prize Winners, Innovision Research & Technology PLC, 33 Sheep Street, Cirencester, Gloucestershire GL7 1RQ, including a self-addressed stamped envelope.

6. The Prizes

6.1 The Prizes for the Competition are as follows:

1st Prize – a glass award and £1000

2nd Prize – a glass award and £500

3rd Prize – a glass award and £250

For the avoidance of doubt, where the winner of a Prize is a team, such Prize will be awarded to the team and not to each member of the team.

6.2 There is no cash alternative to the glass award.

6.3 Prizes are awarded at Innovision's discretion and Innovision reserves the right to change one or more of the Prizes at any time. Innovision is entitled to withhold the award of one or more of the Prize in the event of any improper action by or on behalf of the Entrant.

7. Intellectual Property Rights

7.1 Any and all intellectual property rights in the Competition Kit belonging to Innovision shall remain the property of Innovision and nothing in these Competition Terms or in the supply of the Competition Kit to the Entrant shall transfer ownership of such intellectual property rights.

7.2 Save as regards the Reserved Field of Use, where no licence is granted, Innovision hereby grants to the Entrant a worldwide, non-exclusive, non-transferable, non-sublicensable licence to use Innovision's intellectual property rights in the Competition Kit only to enter the Competition. No licence is given to the Entrant to sell or supply all or part of the Competition Kit to third parties. The Entrant is given no right to exploit the Competition Kit other than as expressly licensed in this clause. The licence granted relates to intellectual property rights comprised within the Competition Kit and not to any products containing Topaz or to any specific application of Topaz. No licence is granted to any intellectual property rights not comprised within the Competition Kit or to any patents or patent applications relating to the use of Topaz in any product or for any specific purpose.

7.3 Except as expressly permitted in these Competition Terms, the Entrant shall not, and shall not permit others to: (i) modify, translate, create derivative copies of or copy the Competition Kit, in whole or in part; (ii) reverse engineer, decompile or disassemble Topaz; (iii) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer all or part of the Competition Kit or the Entrant's right to use the Competition Kit; (iv) remove or modify any copyright, trademark, or other proprietary notices of Innovision affixed to or contained within the Competition Kit; or (v) use the Competition Kit in any manner not expressly authorised by these Competition Terms. The Entrant shall indemnify, defend and hold Innovision harmless from and against any loss, liability and cost arising out of any breach by the Entrant of this clause 7.3.

7.4 Any and all intellectual property rights in the Entry, other than the intellectual property rights belonging to Innovision, shall be and shall remain the property of the Entrant and nothing in these Competition Terms shall transfer ownership of such intellectual property rights.

7.5 The Entrant hereby grants Innovision a licence to (i) use and publish the Entry and all other information relating to the Entry, in whole or in part, and the Entrant's name(s), images and photographs of themselves and the Innovation for publicity purposes; and (ii) to grant sub-licences to third parties to do the same.

8. Warranties and Liability

8.1 The Entrant hereby warrants that all information submitted by them is true, current and complete and that it has the legal capacity to enter into the Competition and agree to the Competition Terms.

8.2 The Entrant hereby warrants that the Entry shall not infringe the intellectual property rights, privacy or any other rights of any third party, and shall not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. Innovision reserves the right, but not the obligation, to edit or refuse any Entry that, in Innovision's sole opinion, breaches this clause 4.5 or any applicable law in any way.

8.3 Other than the specific warranties set out in this clause 8, all other warranties and/or conditions, express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.

8.4 Innovision accepts no liability for any damage, loss, injury or disappointment suffered by the Entrant as a result of (i) the Entrant entering the Competition; (ii) the Entrant accepting the Prize; (iii) the loss, theft, destruction, alteration of, or unauthorised access or use of the Entry; (iv) the delay in submission of the Entry; (v) any problems or technical malfunction of any part of the Competition Kit, including any injury or damage to Entrant's or any other person's computer or mobile telephone; or (vi) any failure of the Entrant to comply with these

Competition Terms. Nothing shall exclude Innovision's liability for death or personal injury as a result of its negligence.

8.5 Neither party shall be liable to the other nor to any third party in contract, tort (including negligence) or otherwise for any indirect loss or damage (including but not limited to loss of profits, loss of revenue, loss of business or goodwill, loss of anticipated savings, special or consequential loss) whatsoever which may result from or be connected with these Competition Terms.

9. Data Protection and Publicity

9.1 Winners may be requested to take part in promotional activities and Innovision reserves the right to use the names of winners, their photographs and audio and/or visual recordings of them in any publicity.

9.2 Any personal data relating to the Entrant shall be used solely in accordance with current UK data protection legislation and shall not be disclosed to a third party without the individual's prior consent.

10. Confidentiality

10.1 The parties agree to keep secret and confidential all Confidential Information disclosed by the other party, save where necessary for the enjoyment of such party's rights and/or for the performance of such party's obligations pursuant to these Competition Terms.

10.2 The Entrant and Innovision agree to use the Confidential Information solely for the purpose of the Competition or any other use in respect of which a licence is granted by these Competition Terms. The Entrant and Innovision agree to ensure that all people to whom Confidential Information is disclosed under these Competition Terms are aware of and are required to comply with confidentiality terms substantially similar to those contained herein. The Entrant and Innovision agree to make copies of any Confidential Information only for the purpose of the Competition or any other use in respect of which a licence is granted by these Competition Terms.

10.3 The obligations of confidentiality set out in this clause shall not apply or (as the case may be) shall cease to apply to information which is or hereafter becomes publicly available other than through a breach of these Competition Terms, information lawfully in the possession of the recipient before its disclosure under these Competition Terms took place, information obtained from a third party who is free to disclose it and information proved to be independently developed or obtained without breach of any obligation of confidence by the recipient.

11. Miscellaneous

11.1 If a licence or consent of any third party, governmental or other authority is required in connection with the Entrant's use of Topaz, the Entrant shall obtain the licence or consent at its own expense and produce evidence of it to Innovision on demand. Any additional expenses or charges incurred by Innovision resulting from failure to obtain any applicable licence or consent shall be paid by the Entrant.

11.2 The Entrant may not assign or transfer, or purport to assign or transfer, any of its rights or obligations under these Competition Terms without Innovision's prior written consent.

11.3 If any part of these conditions is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction; (a) the validity, legality and enforceability under the law of that jurisdiction of any other part of these conditions; and (b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other part of these conditions, shall not be affected or impaired in any way thereby.

11.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Competition Terms and no person other than the Entrant and Innovision shall have any rights thereunder, nor shall these Competition Terms be enforceable under that Act by any other person.

11.5 These Competition Terms represent the entire and only agreement and understanding between the Entrant and Innovision and supersede all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of these Competition Terms. Neither party has been induced to enter into these Competition Terms in reliance on, nor have they been given any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than those expressly set out in these Competition Terms. To the extent that any party has been given such, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

11.6 These Competition Terms shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

**SCHEDULE
DETAILS AND CONFIRMATION OF THE ENTRANT**

IF YOU ARE ENTERING AS A TEAM, ALL TEAM MEMBERS MUST COMPLETE AND SIGN THIS FORM.

NAME: _____

ADDRESS: _____

I confirm that I have read and agree to the Competition Terms provided to me by Innovision Research and Technology plc:

Signed: _____

Date: _____

NAME: _____

ADDRESS: _____

I confirm that I have read and agree to the Competition Terms provided to me by Innovision Research and Technology plc:

Signed: _____

Date: _____

NAME: _____

ADDRESS: _____

I confirm that I have read and agree to the Competition Terms provided to me by Innovision Research and Technology plc:

Signed: _____

Date: _____

NAME: _____

ADDRESS: _____

I confirm that I have read and agree to the Competition Terms provided to me by Innovision Research and Technology plc:

Signed: _____

Date: _____