

INTRODUCTION

Belron International Ltd (Belron) and investment fund and innovation partner, L Marks Ltd, have come together to create “Drive”, an accelerator programme designed to fast track the growth of start-up companies developing innovations in areas that are of great interest to Belron. Drive will hand-pick up to five individuals or teams, inviting them to participate in a 12-week business accelerator programme (the “Drive Programme”). The start-ups will be challenged to develop products and services that will shape the Belron customer and/or employee experience of the future. For 12 weeks they will be supported in an environment designed entirely for their businesses’ rapid growth and success. There, they will develop solutions to the challenges and opportunities identified by Belron, with the chance to gain capital investment from Belron and L Marks, plus the potential for a contract from Belron.

Application to join, and any subsequent participation in, the Drive Programme constitutes an Applicant’s full and unconditional agreement to these Terms & Conditions and to the Organisers’ (as defined below) decisions, which are final and binding in all matters related to the Drive Programme. Winning a Prize (as further defined in clause 13 below), if the Organisers choose to offer one, is contingent upon fulfilling all requirements set forth in these Terms & Conditions and entering into further agreements, including as described in these Terms & Conditions.

TERMS AND CONDITIONS

1. ADMINISTRATOR & ORGANISERS

The Administrator is: L

Marks Ltd.

20 Broad Lane,

Hale, Altrincham,

Cheshire, WA15

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Reference to the “Organisers” means: L

Marks Ltd

and

Belron International Ltd (“Belron”)

Milton Park

Stroude Road

Egham Surrey

TW20 9EL

2. Drive COMMITTEE

The Drive Committee is defined as the team of individuals from Belron and L Marks Ltd convened to create and preside over the running of the Drive Programme.

3. Drive PANEL

The Drive Panel is defined as the team of individuals appointed to judge the Applicants' applications, pitches, and demos during the Drive Programme, and will include one or more independent judges.

4. PROMOTER

The Promoter of the Drive Programme is Belron. The registered office address for Belron is set out in clause 1. above but all correspondence in respect of the Drive Programme for the attention of the Promoter should be marked "Drive Programme" and sent care of the Administrator at the address set out in clause 1.

5. PROGRAMME DATES

Applications Open: 5th December 2017
Applications Close: 4th February 2018

Pitch- Day: 12th March 2018 (provisional date)
Accelerator Programme Commences: 30th April 2018
Demo Day: 10th July 2018
Accelerator Programme Ends: 20th July 2018

6. ELIGIBILITY

- a. The Drive Programme is open to applicants (each an “Applicant”) who are:
 - 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 Drive Programme, may be subject to UK visa restrictions and are responsible for ensuring that they are able to take part in the Pitch Days and, if applicable, the Drive Programme. International Applicants who are invited to the UK must also be prepared to pay their travel costs associated with their trip. At its discretion, the Drive Programme may contribute towards travel costs for international Applicants on a case by case basis; and
 - ii. corporations (including not-for-profit corporations and other non-profit organizations), limited liability companies, partnerships, and other legal entities; .
- b. Applicants must own or have access to, at their own expense, a computer, an Internet connection and any other electronic devices, documentation, software or other items an Applicant may deem necessary to create and enter their application.

c. Each Applicant which is a team or organisation shall appoint one individual (the “Representative”) to represent it and act on its behalf, including registering and entering an application. The Representative must be duly authorized to submit an application on behalf of the Applicant team or organisation. The Representative represents and warrants that he/she is duly authorized to act on behalf of the Applicant team or organisation and has read the Terms & Conditions, and that the Applicant team or organisation agrees to abide by these Terms & Conditions. The Representative will ensure that each member of the Applicant 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 apply for the Drive Programme on an individual basis, provided they meet the eligibility requirements for individual participants.

e. All costs of preparing and submitting an application, and participating in the Drive Programme are to be borne by the Applicant. Unless agreed otherwise, the Organisers will not reimburse any Applicant for any expense incurred during the course of the Programme.

f. The following individuals and entities are not eligible regardless of whether or not they meet the criteria set forth above: the Organisers and their respective employees (including employees of any affiliated company), members of the Drive Committee, members of the Drive Panel, Drive mentors, and any individual involved with the design, production, promotion, execution, or distribution of the Drive Programme and each member of any such individual’s immediate family or household.

7. PROGRAMME APPLICATION PERIOD

- a. Applicants may enter an application between 5th December 2017 – 4th February 2018 (the “Application Period”). The Administrator’s computer is the official timekeeping device for this programme.
- b. Any application entered outside the Application Period will not be automatically considered for participation. The Drive Committee shall reserve the right to consider late applications in exceptional circumstances (and the Drive Committee shall decide in its sole discretion whether exceptional circumstances apply).

8. APPLICATION

- a. Applications must fall into one of the five innovation categories:
 - Disrupt our ways of working using Artificial Intelligence
 - Transform the vehicle body damage market
 - Creating the easiest personalised experience for our customers who want a seamless journey
 - Make working life easier for our people
 - Surprise us
- b. Applications to the Drive Programme must be submitted through the website www.DriveWithBelron.com 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 Applicant'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 Applicant company (if applicable).
- f. Applicants are encouraged to provide links to a video, of no more than 90 seconds in length. The video may include a product demo and/or a message from the Applicant.

9. GENERAL REQUIREMENTS

- a. An Applicant may enter more than one application. However, each application must be substantially different from the Applicant's other applications (and the Organisers in their sole discretion shall determine the similarity of such applications). If similar applications are received, the

Organisers may require the Applicant to choose which one of the similar applications to enter. If an individual is a member of more than one team or organisation, or is applying individually and separately as a member of one or more teams or organisations, 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 (or potential 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 Drive 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, design, contract, and/or privacy rights of any other person or entity.

e. By entering an application the Applicant represents, warrants and agrees that any use of the application by Belron, the Drive Committee, Administrator and/or the Drive 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. Drive ACCELERATOR

- a. Applications to the Drive Programme 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 Egham, Surrey, UK. It is anticipated that around 25 Applicants will be selected, though the Drive 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 the Drive 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. Applicants with the ideas which most impress the Organisers will be invited to participate in the Drive Programme (it is anticipated that 5 Applicants' businesses will be selected but this may vary depending on the applications received).
- d. Should a successful Applicant wish to accept such offer and participate in the Drive Programme they will be required to enter into further documentation and may, where appropriate, be required to change the legal structure of their business (for example, setting up a limited

company if the Applicant is not already a limited company).

e. A successful Applicant may also be offered the opportunity to receive investment in its business from Belron 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 will be made available on request to Drive@lmarks.com). Such investment will be administered from an investment fund of up to £200,000. It is currently intended that £100,000 will be reserved for investment in one team, to be named the Winner of the Drive accelerator. However the Organisers reserve the right to select more than one Winner if the Organisers so determine.

e. The detailed requirements for entering into the Drive Programme are to be negotiated between the Administrator, Belron and a successful Applicant once an invitation has been issued, and until and unless such documentation is agreed and entered into by all parties the Applicant shall not be obligated to participate in the Drive Programme and the Organisers shall not be obliged to admit the Applicant to the Drive Programme. Once admitted to the Drive Programme, the Applicant shall be known as a participant (“Accelerator Participant”) in the Drive Programme. For the avoidance of doubt, any references to Applicant in these Terms & Conditions shall apply to and continue to apply to any Applicant which becomes an Accelerator Participant.

f. In order to maximise benefit from expertise and tools made available by Belron, Accelerator Participants are strongly advised to relocate their businesses to Drive’s Egham office -space for the duration of the Drive Programme.

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

h. The Programme 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 Programme. During the Programme the Accelerator Participants’ businesses will be recorded and videos will be posted to the Drive website to allow Belron employees and stakeholders and the public to track the programme’s progress.

i. Demo Day: At the end of the accelerator, the Accelerator Participants will demo their product or solution to the Drive Panel. The Drive Panel will deliberate and, subject to reaching a unanimous decision, will determine which the winner will be out of the selected finalists. If a unanimous decision on a winner is not reached, no winner will be selected. The Drive Panel reserves the right to, and may decide in its sole discretion, to select more than one winner, subject to the Drive Panel reaching a unanimous decision on each winner.

j. Showcase event: an event may be held at the end of the Drive Programme where Accelerator Participants will pitch their products one final time to an audience of potential investors and influencers invited by Belron and L Marks. Accelerator Participants will have the opportunity to network with investors. If a winner has been selected, this will also be announced.

11. SELECTION CRITERIA FOR APPLICATIONS & TO DETERMINE WINNER OF DRIVE PROGRAMME

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

i. **Quality of Concept** - How good is the idea?

ii. **Customer Need** – Is there a clearly identified customer need that is addressed by this product?

iii. **Feasibility of Delivery** – Will the team be able to deliver the product?

iv. **Competitive Advantage** – Is there a gap in the market for this product?

v. **Investment Potential** - How does the overall potential for successful investment in the company look?

vi. **Relevance to Category** - How relevant is the service/product to the category the team applied to?

vii. **Potential Impact on Belron** - How could the service/product potentially impact on Belron's business?

b. In selecting a winner of the Drive Programme, the Drive Panel will consider in particular the following criteria:

i. **Potential Impact on Belron** - how could this service/product potentially impact on Belron's business (taking into account learnings from any trials run during the accelerator)?

ii. **Quality of the Team** - how far the team is capable of delivering the product, has strong leadership and the potential to grow their company.

iii. Progress and Achievements During the Drive Accelerator

- how far the team has shown significant progress against their initial concept and have clearly worked to build relationships and adapted to feedback offered by Belron

iv. **Speed of Integration** - how quickly the team would be able to integrate with Belron and get the product live.

v. **Investment Potential** - the team have developed a sound business plan and demonstrated a clear market for their product or service.

12. VERIFICATION OF POTENTIAL ACCELERATOR PARTICIPANTS AND WINNERS

a. ALL POTENTIAL ACCELERATOR PARTICIPANTS AND WINNERS 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 DRIVE PROGRAMME.

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

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

- i. they refuse to participate in the Demo Day;
- ii. the documentation referred to in clauses 10 d & e has not been agreed and executed by 30th April 2018 (and no extension to complete the documentation has been agreed with the Organisers);
- 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 Applicant to become an Accelerator Participant, or

award the applicable prize to an alternate potential winner.

13. PRIZE

The winner of the Drive Programme (if any) will be announced by the 20th July 2018. Belron and the Administrator intend to enter into a share option agreement to acquire (between them) up to 26% of the Participant's company, based on a valuation to be agreed between all parties prior to entering the Drive Programme. Depending on the service or product developed by the winner and its commercial feasibility for Belron, there is also the strong potential for the winner to be offered a contract to supply Belron with their service or product commencing (most likely) in 2018.

Both the contract and investment will be subject to negotiation between the parties acting reasonably and in good faith.

As stated previously, the Organisers reserve the right to announce more than one winner.

14. ENTRY CONDITIONS AND INDEMNITY

a. Each Applicant acknowledges and agrees that the relationship between the Applicant, Belron, the Drive Committee and the Administrator is not a confidential, fiduciary, or other special relationship, and that the Applicant's decision to provide the Applicant's application for the Drive Programme to the Drive Committee and Administrator for the purposes of the Drive Programme does not place the Drive 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 Applicant recognises that Belron and the Administrator are separate entities which are independent of each other and that no partnership exists between Belron and the Administrator.

c. By entering, each Applicant (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 Drive Panel, which are binding and final in all matters relating to the Drive Programme; and
- ii. indemnify, defend and hold harmless Belron, the Drive Committee, the Administrator, and their respective parent, subsidiary, and affiliated companies and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Drive 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, breach of data protection or privacy rights, property damage, or death or personal injury arising out of or relating to an Applicant's entry, creation of application or entry of application, participation in the Drive Programme, acceptance or use or misuse of the prize (including any related travel or activity),

participation in Demo or Pitch Days, and/or the broadcast, transmission, performance, exploitation or use of the Applicant's application as authorised or licensed by these Terms & Conditions.

15. LIABILITY

- a. Subject to clause 15.b and 15.c, the liability of Belron and the Administrator under this agreement is strictly limited to £100 each.
- b. Subject to clause 15.c, Belron and the Administrator shall have no liability in connection with:
 - i. any incorrect or inaccurate information provided by the Organisers or any of their respective employees, whether caused by the Organisers or an Applicant's/Accelerator Participant's electronic or printing error or by any of the equipment or programming associated with or used in the Drive 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. unauthorised 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 Applicant's participation in the Drive Programme or receipt or use or misuse of any prize. If for any reason any Applicant's application is confirmed to have been erroneously deleted, lost, or otherwise

destroyed or corrupted, the Applicant'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 Drive 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.

16. PUBLICITY

Participation in the Drive Programme constitutes an Applicant's consent to each of the Organisers', and their agents', use of the Applicant's name and description, including organisation name, if applicable, and the Applicant's likeness, photograph, voice, opinions, comments and/or the place of business / residence of the Applicant (or individuals who contributed to the Applicant'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 Drive Programme.

17. GENERAL CONDITIONS

a. The Organisers reserve the right to cancel, suspend and/or modify the Drive 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 Drive Programme, as determined by the Organisers at their sole discretion. The Organisers reserve the right at their sole discretion to disqualify any Applicant, including if it finds the Applicant to be tampering with the Drive 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 Drive 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 the Drive Programme, or a violation of any applicable law or regulation.

b. Any attempt by any person to undermine the proper conduct of the Drive 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 Applicant. 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 Drive 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 Applicants, Belron, the Drive Committee and the Administrator. In such event, the Organisers will post the amended Terms & Conditions on the Drive Programme website. Any amendment will become effective at the time the Organisers post the amended Terms & Conditions.

f. All intellectual property related to Belron's business and to the Drive Programme (excluding an Applicant's products and innovations and proprietary intellectual property rights), including, but not limited to, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations, are owned or licensed by Belron or its affiliates. All rights are reserved. Unauthorised copying or use of any copyrighted material or other intellectual property of Belron without the express written consent of its owners is strictly prohibited.

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 Drive Committee's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

18. PRIVACY

Any personal information collected from you when applying for and participating in the Drive Programme is subject to the privacy policy located [here](#).

19. PROGRAMME RESULTS

For entrants to the Drive Programme, visit the programme website on or about 30th April 2018 to see the successful Applicants. For the programme winners, visit the programme website on or about 20th July 2018.

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.

21. CONTACT US

If you have any questions or wish to send us any notice regarding this programme, please email us at Drive@lmarks.com. HYPERLINK "mailto:Drive@lmarks.com"