

Terms and conditions for the Wellcome Data Science Ideathon



1. The Ideathon

1.1 The Wellcome Data Science Ideathon (**Ideathon**) is a competition run by the Wellcome Trust Limited, a company limited by guarantee incorporated in England and Wales (company number 2711000) (as trustee of the Wellcome Trust (a registered charity with number 210183)) (**Wellcome**), whose registered office is Gibbs Building, 215 Euston Road, London, NW1 2BE.

1.2 Only the following types of teams are eligible to enter and compete in the Ideathon:

(a) team(s) comprised of 3-5 Students (as defined below in Clause 1.5) (**Student Team**); or

(b) team(s) comprised of 3-5 Researchers (as defined below in Clause 1.5) (**Research Team**), and

provided that, in each case, all members of the team are based at a higher education institute (or research institute) in the United Kingdom (notwithstanding that there can be team members from different higher education institutes or research institutes in any team), and all members of the team must be in the United Kingdom from 10 to 12 July 2023 (the **Student Team** and **Research Team**, together **Teams** and each a **Team**).

1.3 There must not be any member of a Team present on any other Team. Where a member of one Team is also a member of another Team, then neither of those Teams will be eligible to enter or compete in the Ideathon unless and until the relevant member is present on one Team only.

1.4 Wellcome shall have sole discretion over whether any Team is eligible for the Ideathon (including whether a proposed team meets the criteria for a Student Team and / or Research Team).

1.5 In relation to Clause 1.2:

(a) **Student** shall mean an MSc or PhD postgraduate (whether the MSc or PhD is taught or research, part-time or full-time)); and

(b) **Researcher** shall mean an academic employee of a higher education institute or research institute in the UK, including but not limited to research assistants / associates, postdoctoral researchers, lecturers, readers, and professors.

1.6 A student who is also employed as an academic researcher at a higher education institute (or research institute) can choose to apply as a Researcher or Student but not both.

1.7 The application form for the Ideathon will require the Team(s) to confirm its lead applicant or team lead, and the higher education institute (or research institute) that employs (or otherwise engages, as applicable) the lead applicant or team lead will be the lead higher education institute or research institute (**Lead HEI**) for that Team.

2. How to enter the Ideathon

- 2.1 To apply to enter the Ideathon, a Team will need to follow the steps set out on the event webpage: wellcome.org/grant-funding/schemes/ideathon (**Event webpage**), including but not limited to submitting an 'Application to Attend'.
- 2.2 By applying to enter the Ideathon, each Team agrees that the Lead HEI / RI for the Team, as well as all members of that Team, agree to be bound by, and be responsible for complying with, these terms and conditions, which shall govern the Ideathon.
- 2.3 Applications to enter the Ideathon will open when the Ideathon launches, on 22 February 2023.
- 2.4 The Ideathon is free to enter.
- 2.5 Wellcome shall have sole discretion over whether an application to the Ideathon has been successful and what Team(s) may compete in the Ideathon.
- 2.6 Wellcome shall have the right to remove any Team from the Ideathon with immediate effect at any time should the Team (including any sole member of the Team) breach these terms and conditions or otherwise not act in accordance with the Ideathon.
- 2.7 The closing date for applications to the Ideathon is 17:00 BST on 30 April 2023. Any applications received after this will not be accepted. Wellcome will not be responsible for applications that are lost or delayed, and will not accept proof of transmission as proof of receipt of entry to the Ideathon.
- 2.8 The criteria used by Wellcome to determine which Team(s) will compete in the Ideathon are as set out on the event webpage. The process of shortlisting and determining which Team(s) will compete in the Ideathon will take place from 1 May 2023 to 15 June 2023.
- 2.9 The Team(s) selected by Wellcome to compete in the Ideathon will be informed by 16 June 2023 and will be announced on Wellcome's website (wellcome.org).

3. The Ideathon competition

- 3.1 Preliminary details of the Ideathon challenges are as set out on the event webpage (each a **Challenge**, and together the **Challenges**).
- 3.2 Each Team may only compete in respect of one Challenge.
- 3.3 The Ideathon will start on 26 June 2023 upon the release by Wellcome of the full Challenges.
- 3.4 The Teams will be invited to attend Wellcome's offices at Gibbs Building, 215 Euston Road, London, NW1 2BE for an in-person event on 10 to 12 July 2023 (**Ideathon Event**), with on-site attendance being subject to Clause 8.4. During the Ideathon Event, each Team will have the opportunity to develop further its proposed solution(s) to the relevant Challenge. By 17:00 BST on 11 July 2023, each Team must submit its proposed solution(s) to the relevant Challenge to Wellcome (as set out on the event webpage).
- 3.5 On 12 July 2023, each Team will present its proposed solution(s) to a judging panel selected by Wellcome (in such manner as determined by Wellcome) (and the full questions and assessment criteria can be found in the "Guidance for completing ATA" which can be found under "Useful documents" on the event webpage). Thereafter, Wellcome will announce the winners (for each category noted in Clause 4.1) of the Ideathon (each a **Winner** and together the **Winners**) at a closing ceremony at Wellcome's offices and will publish details on Wellcome's website (wellcome.org).
- 3.6 Any decision(s) of Wellcome is final. Wellcome will not enter into any correspondence or discussion in relation to its decision.
- 3.7 Once selected, the name(s) of the judge(s) on the judging panel will be published on Wellcome's website (wellcome.org).

4. Winners of the Ideathon

4.1 In relation to the Winners, the following will be available:

(a) for Student Team Winners only:

(i) cash prizes are awarded directly to Team members (in the amounts set out below) once the relevant Team members have provided their bank account details. If the bank account is for a bank branch that is located outside of the United Kingdom, then payment of the cash prize for that Team member is subject to Wellcome being able to transfer funds to that location; and

(ii) the following cash prizes are available:

- (A) Gold student prize – £3,000 per Student Team member;
- (B) Silver student prize – £2,000 per Student Team member;
- (C) Bronze student prize – £1,000 per Student Team member;

(b) for Research Team Winners only:

(i) one-year grant award, subject to Wellcome's grant conditions, policies, and terms of the relevant award letter, in such grant funding amounts as follows (and conditional on Clause 4.2):

- (A) Ideathon Health Challenge principal award – up to £120,000;
- (B) Climate and Health Ideathon distinction award – up to £100,000;
- (C) Climate and Health Ideathon award – up to £80,000;
- (D) Mental Health Ideathon distinction award – up to £100,000;
- (E) Mental Health Ideathon award – up to £80,000;
- (F) Infectious Disease Ideathon distinction award – up to £100,000; and
- (G) Infectious Disease Ideathon award – up to £80,000.

4.2 The grant funding set out in Clause 4.1(b) for the Research Teams will be awarded to the relevant Lead HEI / RI and the team leader / lead applicant of the Research Team will be the award holder for the grant, and is conditional on the following: grants are available up to the listed amounts and at Wellcome's discretion, and are at all times subject to Wellcome's policies and processes, including but not limited to Wellcome receiving an appropriate grant application form that reflects the relevant winning proposal, Wellcome's due diligence, cost compliance and budgetary approval. Wellcome shall not have any liability if any grant funding is not awarded.

4.3 The cash or grant funding is not negotiable or transferable.

4.4 If Wellcome determines that, following payment of any amounts noted above, that any Team (including any sole member of a Team) have breached these terms and conditions or not acted in accordance with the Ideathon then Wellcome shall have the right to require repayment of the relevant amounts upon giving notice to the relevant Team (or member of the Team, as applicable) and the relevant amounts shall be repaid promptly to Wellcome.

5. Accessing datasets and terms of use and freedom to operate

5.1 Wellcome will determine which datasets may be used for the Challenges (**Datasets**). The Datasets may be subject to terms of use (or licences or similar) (together, **Dataset Terms**). Each Team must only use the Datasets and must not use any other data or dataset, with the exception of synthetic data that may be simulated by Teams when required by Wellcome in relation to a Challenge (with such synthetic data being a **Dataset**).

5.2 Each Team will be responsible for its access to the Datasets and entering into and complying with the relevant Dataset Terms, and must comply with the Dataset Terms.

5.3 Wellcome makes no guarantee, representation, or warranty in relation to the Datasets or the Dataset Terms, including but not limited to the Datasets being complete, or otherwise suitable for the Ideathon, or the Dataset Terms being appropriate for the Ideathon.

5.4 Each Team warrants that it has all appropriate permissions, consents, authorisations, and licences in place to enter into and compete in the Ideathon, including but not limited to those required to:

- (a) access the Datasets; and
- (b) enter into the Dataset Terms, and

for the avoidance of doubt, including all appropriate permissions, consents, and authorisations from the relevant Lead HEI / RI (and / or other higher education institutes or research institutes, if applicable).

6. Intellectual Property

- 6.1 When competing in the Ideathon (including submitting the proposed solution(s)), each Team must be the holder of, or have permission from the holder of, the relevant intellectual property rights to compete in the Ideathon and submit the proposed solution(s) under the terms and conditions, and must make the Ideathon Outputs freely available to the public, as set out below.
- 6.2 Without prejudice to Clause 6.1, copyright holders retain copyright in their work
- 6.3 Notwithstanding Clause 6.2, each Team must upload (and not remove) any code (object and / or source, as applicable), final slides, synthetic data, results, and other supporting documents (but excluding the submitted pitch) created while competing in the Ideathon (**Ideathon Outputs**) to the GitHub repository assigned to the Team by Wellcome. During the Ideathon, the GitHub repository of each Team will be private. After the Ideathon, the GitHub repository of each Team will be made public. The Ideathon Outputs in the relevant GitHub repository must be licensed as open source software under a permissive MIT licence (and, for Ideathon Outputs that are not software, on an open access CC-BY licence) and the attribution must read: "Materials created as part of the 2023 Wellcome Data Science Ideathon by [insert team name], used under an MIT/CC-BY (delete as appropriate) licence. [Insert GitHub repo link]."**(Attribution)**.
- 6.4 Except to the extent a Team is aware that a third party's use does not include the Attribution and it is necessary to correct such use, no Team shall exercise any proprietary right over the Ideathon Outputs to prevent third party use.
- 6.5 Nothing in these terms and conditions, or anything arising out of or in connection with the Ideathon, shall transfer any of Wellcome's property and / or information (including any intellectual property rights therein) (including its logos and branding), irrespective of any disclosure thereof, and Wellcome reserves its entire right, title and interest in and to all Wellcome property and / or information. Notwithstanding the aforesaid, where disclosed, the Social Media Data will be licensed by Wellcome to the relevant Team(s) for the limited purpose set out in these terms and conditions.

7. Reidentifying data subjects and de-identified personal data

- 7.1 The Datasets accessed for the Ideathon will comprise either anonymous, aggregate data, or de-identified Personal Data. Each Team must not re-identify or attempt to re-identify any individual in any Dataset(s), nor take any steps to re-identify any such individual(s).
- 7.2 The Social Media Dataset will comprise de-identified Personal Data and the *Data Protection Schedule* shall apply to the use by any Team of the Social Media Dataset.

8. Support during the Ideathon

- 8.1 As set out on the event webpage, Wellcome may make available the following to the Teams during the Ideathon Event:
 - (a) travel and accommodation for anyone across the UK to attend every day of the Ideathon Event (as arranged by Wellcome's events team);
 - (b) breakfast, lunch, and dinner for every day of the event (subject to dietary and allergy requests);
 - (c) reasonable costs to cover caring responsibilities;
 - (d) step-free access;
 - (e) gender neutral and full accessible toilets;
 - (f) refreshments (tea, coffee, water) throughout the Ideathon Event;
 - (g) BSL interpreters/hearing loops as required;
 - (h) access to hardware (laptops and/or tablets);
 - (i) access to a quiet room for those may need it (available on first come, first served basis);
 - (j) access to all written materials in advance where possible;
 - (k) access to cloud computing (also available before the Ideathon Event); and / or
 - (l) opportunity to discuss above and any other requirements you may have with Wellcome's events team, (together, the "**Support**").
- 8.2 The Support listed in Clause 8.1 are provided on an 'as is' basis by Wellcome, and Wellcome makes no guarantee, representation or warranty as to the quality, suitability, fitness for purpose or similar in respect of the Support. The Support must only be used for the Ideathon.

- 8.3 Where the Support comprises hardware, hearing loops, written materials, or access to cloud computing (or similar), then:
- (a) such Support shall be on a licensed basis (immediately revocable on notice by Wellcome in any event);
 - (b) any system access and / or restrictions must be adhered to and not circumvented; and
 - (c) the relevant Team (or member of the Team, as applicable) must return the relevant Support to Wellcome immediately following the Ideathon Event (and / or as required by Wellcome from time to time).
- 8.4 During the Ideathon Event, the Teams will be invited to attend Wellcome's offices at Gibbs Building, 215 Euston Road, London, NW1 2BE. Such access is conditional on compliance with Wellcome's policies and processes and Wellcome shall have the right to remove any Team (and / or any member(s) of a Team) on notice with immediate effect if Wellcome determines any breach by the relevant individual(s) of such policies or processes, and without any liability to the Team(s).
- 8.5 From time to time during the Ideathon, Wellcome may make available certain Slack channels for use during the Ideathon. It is anticipated that there will be one private Slack channel for each Team, and one private Slack channel for all Teams to communicate with each other and which shall be monitored by Wellcome. Where any Slack channel is made available, then this shall be on an 'as is' basis by Wellcome, and Wellcome makes no guarantee, representation, or warranty as to the quality, suitability, fitness for purpose, availability or similar in respect of the relevant Slack channel(s).
- 8.6 The Support, information disclosed by Wellcome (including via Slack channels noted in Clause 8.5) and similar information must only be used for the Ideathon.
- 8.7 Any information that is either marked confidential (or could reasonably be considered to be confidential) must be treated confidentially.

9. Tax

- 9.1 Each Student will be responsible for payment of any income tax (or equivalent thereof) arising from any cash prize received in connection with the Ideathon to the relevant tax authority, including assessing whether and to what extent income tax may be payable.
- 9.2 By entering into these terms and conditions, it is anticipated that each Student is not registered for VAT. Prior to payment of any cash prize, each Student must inform Wellcome if the relevant Student is registered for VAT (whether voluntarily or otherwise). If a Student is registered for VAT then Wellcome may alter the prize to account for VAT.

10. Limitation of liability

Insofar as is permitted by law, Wellcome's liability under these terms and conditions will not in any circumstances, whether in contract, tort (including negligence), statutory duty or otherwise, exceed the sum of £120,000. Wellcome shall not be liable for any indirect, consequential, or special loss or damage.

11. Data protection and publicity

- 11.1 Wellcome will process your personal information as set out in the privacy policy noted on the event webpage.

12. General

- 12.1 If there is any reason to believe that there has been a breach of these terms and conditions and conditions, Wellcome may, at its sole discretion, reserve the right to exclude any Team(s) (or member(s) of any Team(s)) from participating in the Ideathon.
- 12.2 Wellcome shall have the right to hold void, suspend, cancel, or amend the Ideathon (including amending these terms and conditions) where it becomes necessary to do so.
- 12.3 These terms and conditions do not confer any rights on any person or party (other than the parties to these terms and conditions, and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.4 These terms and conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with these terms and conditions.

Data Protection Schedule

1. Definitions and interpretation

1.1 In this Schedule, the following words and expressions shall have the following meanings:

(a) **“DP Laws”** “means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, as applicable to both Parties, which may include:

(i) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”), and/or any corresponding or equivalent national laws or regulations, once in force and applicable, including in the UK, the Data Protection Act 2018 and the “UK GDPR” as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

(ii) the laws or regulations implementing EU Council Directive 2002/58/EC (ePrivacy Directive), including the Privacy and Electronic Communications (EC Directive) Regulations 2003; and

(iii) any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority,

(b) **“Controller”** (or data controller), **“Processor”** (or data processor), **“Data Subject”**, **“international organisation”**, **“Personal Data”**, **“Personal Data Breach”**, **“processing”** and **“Special Categories of Personal Data”** all have the meanings given to those terms in DP Laws (and related terms such as “process” shall have corresponding meanings).

(c) **“Social Media Data”** the de-identified Personal Data made available by Wellcome to the relevant Team(s) as set out in this Schedule, comprising the following categories of personal data: user profile description, user followers, user following, post full text, post engagement, relating to the following category of data subject(s): a random selection of social media users who posted about medicinal products between 2020 and 2022.

1.2 For the Social Media Data, Wellcome and each Team that processes the Social Media Data for the Ideathon shall be joint Controllers of the Social Media Data. Where multiple Teams process the Social Media Data, then Wellcome will be a joint controller with each Team separately, and the Teams will not be joint controllers with each other (except where such Teams are collaborating to process the Social Media Data).

1.3 Wellcome will make available the Social Media Data to the relevant Team(s) by granting access (revocable on notice by Wellcome) to the Social Media Data hosted on a private GitHub repository (operated by Wellcome) via an API.

1.4 The Team(s) will have access to the Social Media Data as set out in Paragraph 1.3 and must not download or otherwise create or access its own version of the Social Media Data. Wellcome will revoke access to the private GitHub repository after the Ideathon Event.

1.5 The Ideathon Output(s) from the Team(s) arising out of or in connection with the Social Media Data must not contain the Social Media Data or any other Personal Data (whether pseudonymous or otherwise).

1.6 Notwithstanding Paragraph 1.5, Wellcome shall have the right to publish the methodology by which a party may be able to collate data that is equivalent to the Social Media Data.

1.7 For the purposes of Article 26 of UK GDPR, Wellcome shall be responsible for handling the exercising of rights of the relevant Data Subjects, and the duty to provide information referred to in Articles 13 and 14 of UK GDPR.

Wellcome Trust, 215 Euston Road, London NW1 2BE, United Kingdom
T +44 (0)20 7611 8888, E contact@wellcome.org, wellcome.org

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