

TERMS AND CONDITIONS OF ENTRY AND ACCEPTANCE

Social Intelligence Innovation Competition: Insight Agents Challenge

BACKGROUND: These Terms and Conditions ("**Terms**") govern the entry and participation in the Social Intelligence Innovation Competition: Insight Agents Challenge ("**Competition**") by any eligible individual entering the Competition ("**Participant**"). The Competition is owned and organised by THE SOCIAL INTELLIGENCE LAB LIMITED, a company registered in Scotland under number SC636534, whose registered office is at Clyde Offices, 48 West George Street, Glasgow, Scotland, G2 1BP ("**Organiser**").

The Competition is sponsored by FENIX MEDIA t/a PULSAR, a company registered in England and Wales under company number 04378213, and whose principal place of business is at Northburgh House, 10 Northburgh Street, London, EC1V 0AT ("**Sponsor**").

By clicking to accept or by submitting an entry, participants agree to be bound by these Terms.

1. Definitions and Interpretation

- 1.1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Term	Definition
"Agent" or "Agentic AI"	Means artificial intelligence systems or workflows capable of autonomous, goal-directed behaviour to solve structural problems in social intelligence.
"Build Phase"	Means the collaborative development period running from July 2026 to November 2026 where the winning concept is developed into a working prototype.
"Business Day"	Means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Scotland.
"Commencement Date"	Means the date the Participant clicks to accept these Terms or submits an entry.
"Confidential Information"	Means all information in whatever form (including written, oral, visual, or electronic) relating to the Organiser's Business, the Sponsor's Business, or any submitted entries, that is marked as confidential or which any reasonable person would regard as confidential.

"Custom AI Assistants"	Means tailored AI applications (such as Custom GPTs, Claude Projects, or Gems) built to execute specialised analytical tasks.
"Event"	Means the Competition, Training, Community Review Day, Observe Summit, and/or services detailed in these Terms.
"Force Majeure"	Means any power failure, natural disaster, severe unseasonal adverse weather, subsidence, legislation, governmental action, epidemic or pandemic, or any other event not within the reasonable control of the Party concerned.
"Intellectual Property Rights"	Means all copyright and related rights, trademarks, service marks, graphical user interfaces, methodology, algorithms, source code, code, know-how, development tools, ideas, concepts, and any other intellectual property rights, whether registered or unregistered.
"Large Language Models (LLMs)"	Means foundation AI models (such as ChatGPT, Claude, Gemini, or Perplexity) trained on vast datasets to process and generate human-like text.
"No-Code Agent Builders"	Means platforms (such as Relevance AI, Flowise, CrewAI, Langflow) that allow practitioners to construct AI agents without programming code.
"Organiser's Business"	Means a company specialising in providing its commercial clients with resources, courses, events and tools in relation to the intelligent use of social and conversational data.
"Workflow Automation"	Means systems and tools (such as N8n, Zapier, Make) used to automatically execute multi-step processes.

1.2. Unless the context otherwise requires, each reference in this Agreement to "writing" includes a reference to any communication effected by electronic or facsimile transmission or similar means. Words imparting the singular number shall include the plural and vice versa. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

2. Competition Framework and Ownership

2.1. The Competition invites participants to design new approaches to social intelligence using agentic workflows.

- 2.2. The Competition, including its format, framework, methodology, Event Materials, and Promotional Materials, shall vest in and belong to the Organiser or its licensors.
- 2.3. The Sponsor is the exclusive sponsor of the Competition. All actual software, code, prototypes, or Agent(s) developed during the Build Phase as a result of this Competition shall be the sole and exclusive property of the Sponsor.

3. Eligibility and Entry Requirements

- 3.1. The Competition is open to individuals aged 18 years or over.
- 3.2. Employees of the Organiser, the Sponsor, competing social listening technology vendors, and individuals directly involved in judging are strictly prohibited from entering.
- 3.3. Participants must successfully complete the mandatory technical training provided by the Organiser and Sponsor prior to submitting a formal entry.
- 3.4. Entries must be the original work of the Participant. The Participant warrants that any entry or materials produced pursuant to this Agreement will not infringe Intellectual Property Rights owned by a third party.
- 3.5. The Participant understands that entering this Competition or submitting an entry, does not create an employer-employee relationship, nor does it establish a joint venture, partnership, or agency relationship between the parties. The Participant is acting as an independent party and shall not be entitled to any employee benefits.

4. Judging and Prizes

- 4.1. Entries will be assessed by a judging panel appointed by the Organiser. A shortlist of finalists will be invited to present at a live Community Review Day.
- 4.2. The Grand Winner will receive:
 - 4.2.1. A featured role in the Build Phase to develop the concept alongside the Sponsor.
 - 4.2.2. The opportunity to present the final Agent with the Sponsor at Observe Summit.
 - 4.2.3. Two (2) tickets to Observe Summit, including travel and accommodation support up to the total value of £5,600.
 - 4.2.3.1. The travel portion of the prize is limited to a maximum of £1,000 per person, which shall be reimbursed after the Event and upon receipt of a tax invoice issued by Participant including proof of purchase for all reasonable travel expenses.
 - 4.2.4. Grant of Pilot Access: Subject to the Participant's compliance with these Terms, the Grand Winner will be granted a limited, non-exclusive, non-transferable, and revocable right to access the Sponsor's platform for a period of thirty (30) calendar days (the "Pilot Period") for the sole purpose of evaluating and testing the co-created Agent.
 - 4.2.5. **Conditions of Access:** Access to the Sponsor's Platform is contingent upon the following:
 - 4.2.5.1. **Technical Review:** The co-created Agent must pass a security and stability audit by our internal engineering team.

- 4.2.5.2. **Acceptable Use:** The Grand Winner agrees to abide by Pulsar's standard Terms of Service and Acceptable Use Policy while accessing the Pulsar platform.
- 4.2.5.3. **Non-Production Use:** Access is provided for "Evaluation Purposes Only." The Winner shall not use the platform for live commercial operations or upload sensitive third-party data without prior written consent.
- 4.2.6. Sponsor reserves the right to terminate platform access immediately if a security risk is identified. Provision of the Pilot Period does not constitute a guarantee of future service levels or permanent platform availability.
- 4.3. Runners Up will receive:
 - 4.3.1. One (1) ticket to Observe Summit including travel up to the combined value of £1,500.
 - 4.3.1.1. The travel portion of the prize is limited to a maximum of £1,000 per person, which shall be reimbursed after the Event and upon receipt of a tax invoice issued by Participant including proof of purchase for all reasonable travel expenses.
 - 4.3.2. Public recognition across the Organiser's platforms.
- 4.4. The Organiser makes no guarantee of any specific results from the Event.

5. Intellectual Property

- 5.1. Participants retain the Intellectual Property Rights to their original submitted ideas and concepts.
- 5.2. By entering, Participants grant the Organiser and Sponsor an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide license at no cost to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-license the Intellectual Property Rights relating to their submission for the purposes of the Competition and related promotional activities.
- 5.3. All Intellectual Property Rights in all Sponsor Designations shall be the sole and exclusive property of the Sponsor, and neither the Organiser nor the Participant shall acquire any right, interest, or licence in them.
- 5.4. The Participant acknowledges that any functional Agent(s), software, or code developed during the Build Phase based on their concept will be the exclusive Intellectual Property of the Sponsor.

6. Professional Conduct

- 6.1. The Participant undertakes and warrants to act in a professional manner at all times during the course of the Event.
- 6.2. The Participant shall comply with the Venue's terms of use, privacy policy and any and all relevant terms and policies.
- 6.3. Any submission, promotion, content, or communication in relation to the Event must not include:
 - 6.3.1. Any unlawful or fraudulent content.
 - 6.3.2. Any content that is sexually explicit, obscene, deliberately offensive, hateful, or otherwise inflammatory.

- 6.3.3. Any content that discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age.
- 6.3.4. Any content that infringes any data protection or privacy laws.
- 6.3.5. Any content that infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks, and database rights) of any other party.
- 6.3.6. Any content that is otherwise unlawful and/or prohibited by law.

7. Liability and Indemnity

- 7.1. Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from the negligence of that Party or its employees.
- 7.2. Under no circumstances shall either Party be liable to the other Party for any loss, damage, cost, expense or other claim which is special, indirect or consequential; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of business opportunity; loss of profit or anticipated profit; or loss of wasted expenditure.
- 7.3. The Organiser neither assumes nor accepts responsibility or liability arising out of any disruption or non-availability of the Event Services, resulting from external causes including ISP equipment failure, host equipment failure, or communications network failure.
- 7.4. The Participant shall indemnify the Sponsor against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with a claim that the Sponsor's use of Agent(s), software, or code developed during the Build Phase based on the Participant's concept infringes the Intellectual Property Rights of a third party.

8. Confidentiality

- 8.1. The Participant (Receiving Party) shall neither disclose nor permit the disclosure of any Confidential Information to any third party.
- 8.2. The Participant shall not use or exploit the Confidential Information for any purpose, whether commercial or non-commercial, other than is required for proper participation in the Event.
- 8.3. This obligation shall not apply to Confidential Information that is or becomes publicly known other than as a result of a breach of these Terms.

9. Data Protection

- 9.1. Organiser will process the personal information provided during registration and in any subsequent communications to administer the Competition (including verifying eligibility to participate in the Competition, sending notifications regarding the Competition, and communicating prizes).
- 9.2. The Parties will take all necessary steps to ensure that they operate at all times in accordance with the Privacy Legislation.
- 9.3. Where Personal Data is processed under this Agreement, the receiving party will implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of or damage to Personal Data.
- 9.4. The personal information provided during registration and in any subsequent communications will also be processed by Organiser's authorized service providers

for the purpose of delivering prizes to winners as well as for booking travel for the Grand Winner's, based on Organiser's instructions and in compliance with the Organiser Privacy Policy and any other appropriate confidentiality and security measures.

- 9.5. The Organiser Privacy Policy further explains how data is handled in this Competition.

10. General Provisions

- 10.1. Force Majeure: No Party to this Agreement shall be considered to be in breach of or liable for any failure or delay in performing their obligations where such failure or delay is due to Force Majeure.
- 10.2. No Waiver: No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right.
- 10.3. Assignment: This Agreement is personal to the Parties. Neither Party may assign or sub-contract its obligations hereunder without written consent.
- 10.4. Third Party Rights: No part of this Agreement is intended to confer rights on any third parties and accordingly the Contract (Third Party Rights) (Scotland) Act 2017 shall not apply.
- 10.5. Severance: In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that provision shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.
- 10.6. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to its subject matter. The language of this Agreement shall be English.
- 10.7. Law and Jurisdiction: This Agreement shall be governed by, and construed in accordance with Scots Law. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules. The seat, or legal place, of arbitration shall be Edinburgh, Scotland.