

## The Tiger's Pen Terms for Start-Up Companies

These are the terms and conditions for your participation in The Tiger's Pen and the Sussex Business Show event Hosted by Network Xpress Ltd ("Event").

### 1. How to enter

1.1 Entries will remain open and inclusive.

1.2 All applications must be received by Network Xpress Limited ("The Tiger's Pen") at the address set out herein by no later than 4 pm on the Closing Date. All applications received after the Closing Date are automatically disqualified.

1.3 To enter The Tiger's Pen, you must:

1.3.1 send a completed application form, which can be found in YOUR INBOX by email to [entry@tigerspen.uk](mailto:entry@tigerspen.uk) by the Closing Date;

1.3.2 be a limited liability company registered with Companies House in the UK;

1.3.3 be a named shareholder and Person with Significant Control of the company;

1.3.4 have the written permission of all other shareholders and directors of the company;

1.3.5 have registered your company at Companies House no more than three years prior to the Closing Date;

1.3.6 Every event is FREE entry for startups, university, college and school groups or individuals.

This entitles a start-up to 3 hours training on how to pitch face to face and then the opportunity to pitch for investment. But if the event is cancelled or postponed for start-ups entering the show, we will call you to re-schedule.

1.4 Network Xpress Ltd will **not** accept:

- (a) entries from charities or Community Interest Companies;
- (b) responsibility for [entries/applications] that are lost, mislaid, damaged, or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (c) proof of posting or transmission as proof of receipt of entry to the competition.

- 1.5 By submitting an entry, you are agreeing to be bound by these terms and conditions.
- 1.6 In entering, you confirm that you are eligible to do so and Network Xpress Ltd and The Tiger's Pen may require you to provide proof that you are eligible to enter/apply.
- 1.7 For help with entries, please contact Sonny Cutting, 07889 533641
- 1.8 Please see WEBSITE for a copy of these competition terms and conditions.

1.9 The applications will be judged by Investors based on Website and Social Media Content]. The decision of the panel of judges (acting reasonably) will be final.

2. Entry Fee is waived for 2023 and onwards.

2.1 We no longer charge a fee for the Pen but we do feel it's professional to at least show up.

### **3. Training Day**

3.1 Network Xpress Ltd will provide the entrant with the equivalent of 3 hours training online or in-person training on how to 'pitch' and then the opportunity to pitch live to investors for the event.

### **4. Potential Investment**

4.1 As a start-up you will be pitching for up to a maximum of £5,000 in capital

4.2 As a start-up you will also win up to 6 months of mentoring as part of your prize if you're successful in gaining capital investment. Mentoring is available as a prize if the investors agree to it.

### **5. Successful Entrants**

5.1 The decision of Network Xpress Ltd, The Tiger's Pen, and the Sussex Business Show is final and no correspondence or discussion will be entered into.

5.2 Network Xpress Ltd will contact the successful applicant as soon as practicable after the Closing Date, using the contact details provided by you.

5.3 If you are successful at the Event and receive an offer of investment you hereby agree to participate fully and openly in a due diligence process conducted by the potential investor(s).

5.4 If you are successful at the Event and receive an offer of investment you hereby acknowledge and agree that you will issue 'Class A' shares in your company to the potential investor(s) and to all things necessary to affect the issuance of such shares.

## 6. Limitation of liability

- 6.1 Network Xpress Ltd and The Tiger's Pen, its employees or agents, or the potential investors will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury, or death occurring except where it is caused by their negligence.
- 6.2 Neither Participation in the Training Day nor the Event means that there will be a guarantee of you receiving investment from the investors at the Event.
- 6.3 You hereby acknowledge and agree that the potential investment is between you and the potential investor(s). After the Event, you will enter into direct negotiations and agreements with the potential investors and you hereby agree that Network Xpress Ltd and The Tiger's Pen have no liability to you whatsoever in relation to the potential investment.

- 6.4 You hereby agree that any offer of investment is not binding and is subject to the potential investor(s) carrying out their own due diligence on you and your company and that neither party is obliged to complete the investment.

## 7. Ownership of Intellectual Property Rights

- 7.1 All [applications and any accompanying materials submitted to Network Xpress Ltd and The Tiger's Pen will become the property of Network Xpress Ltd on receipt and will not be returned **OR** Network Xpress Ltd does not claim any rights of ownership in your competition Application.

- 7.2 By submitting your competition entry and any accompanying material, you agree to:
- (a) assign to Network Xpress Ltd AND The Tiger's Pen all your intellectual property rights with full title guarantee; and
  - (b) waive all moral rights,

in and to your application and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

- 7.3 You agree that Network Xpress Ltd may, but is not required to, make your application available on its website [sussexbizshow.com](http://sussexbizshow.com) and any other media, whether now known or invented in the future, and in connection with any publicity of the Event. You agree to grant Network Xpress Ltd a non-exclusive, worldwide, irrevocable license, for the full period of any intellectual property rights in the application and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-license the competition entry and any accompanying materials for such purposes. This is subject to a data release from the start-up.

7.4 The entrant hereby acknowledges and agrees that Network Xpress Ltd owns the trademarks and logos and other intellectual property rights of The Tigers Pen and that participation in the Event does not give the applicant any rights to use the trademarks and logos and other intellectual property rights of The Tigers Pen.

7.5 We may film, photograph, record, and otherwise capture the Event and the training day and you hereby agree that we own the intellectual property rights in this and hereby give Network Xpress Ltd permission to use such films, photographs, and recordings for the purposes of promoting Network Xpress Ltd, the Tigers Pen and any future events (including via our website and social media).

## **8. Data protection and publicity**

8.1 Network Xpress Ltd will only process your personal information to the investors a week before the event, but this will only include Company Name and Website Address, nothing more.

## **9. General**

9.1 If there is any reason to believe that there has been a breach of these terms and conditions, Network Xpress Ltd may, at its sole discretion, reserve the right to exclude you from participating in the Event.

9.2 Network Xpress Ltd reserves the right to suspend, cancel, or amend the Event where it becomes necessary to do so.

These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales. Please reply with an email saying that you have read and accepted these terms and conditions of entry into the Tiger's Pen with the Sussex Business Show & Network Xpress Ltd herein.

**The Tiger's Pen is a registered trademark under the brand Network Xpress Ltd, and the Sussex Business Show is just the name of the event we host The Tiger's Pen on at events that we host.**

For further information, please contact Sonny Cutting: Managing Director of Network Xpress Ltd  
Email: [entry@tigerspen.uk](mailto:entry@tigerspen.uk) for an initial conversation or call us directly on 07889 533641.