

Awards Terms and Conditions

Digital Health 100 – Terms and Conditions of Nomination

1. Promoter details

1.1 The promoter of the Digital Health 100 Awards (the “**Awards**”) is The Journal of mHealth, a wholly owned entity of Simedics Ltd (the “**Promoter**”), a company registered in England and Wales with registered number 06687601 whose registered office is at 7 Wood View, Embsay, Skipton, North Yorkshire, BD23 6NT, United Kingdom.

2. Award Honourees

2.1 The decision of the Promoter is final in choosing the honourees of the Awards and the decision of the Promoter will be final in all other regards. No correspondence will be entered into in respect of this decision.

2.2 The Promoter shall grant to each honouree a non-exclusive, limited, non-transferable, non sub-licensable, revocable licence to refer to its position as a winner in its marketing material, provided each such reference includes the full title and year of the award. The Promoter may revoke this licence in its reasonable discretion.

2.3 The Promoter shall grant to each honouree a non-exclusive, limited, non-transferable, non sub-licensable, revocable licence to refer to use the Digital Health 100 name and logo in their marketing material, provided each such reference includes the full title and year of the award. The Promoter may revoke this licence in its reasonable discretion.

2.4 In the event the Promoter is unable to contact the shortlisted honouree or a winner is unwilling or unable to accept its Award, the Promoter reserves the right to award the position on the list to another entrant who, in the opinion of the judging panel and in accordance with these terms and conditions, is the next best entry.

3. Use of Data

3.1 By disclosing personal information to us, you agree that we may obtain, hold and use any personal information you submit to us for the purposes of processing your acceptance and administering these Awards and if you indicate your approval during the acceptance process (for example, by appropriately marking the relevant box(es) provided) for marketing our other products and services to you.

3.2 Any personal information relating to each honouree will be used by the Promoter solely in accordance with current data protection legislation. Please also see our Privacy Policy at www.thejournalofmhealth.com (the “Website”).

3.3 Any communications and/or other material which we receive from you (including without limitation by email and any material that you submit via the Website) will be deemed non-confidential and non-proprietary and we reserve the right to use material on the Website, any other website operated by us and in our offline publications (The Journal of mHealth) where we consider this appropriate. You hereby grant to us a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, adapt, edit, and publish such material on the Website, any other website operated by us and in our offline publications and for all other commercial and non-commercial purposes related to our work.

3.4 Any material submitted to us is submitted on the basis that we may review and edit such material prior to publication.

4. General

4.1 The selection of honourees for appearance on the Website, or in print is entirely at the Promoter's discretion.

4.2 By accepting the Award, you grant to the Promoter a perpetual, non-exclusive, royalty free, non-transferable, irrevocable licence for the full period of copyright to use and reproduce any content provided by you to the Promoter or any third party acting on the Promoter's behalf (including any content submitted as part of the acceptance or otherwise, both before and after the Awards' period) in connection with the Awards including without limitation in print and on the Website.

4.3 You agree that the Promoter may use your name, and/or likeness for advertising and/or publicity purposes in connection with the Awards including but not limited to publication of your name, company name, logos, and company details on the Website and in our publications.

4.4 The honouree (and its representatives and personnel) may be required to and agree to take part in reasonable publicity events in connection with the Awards, including but not limited to surveys and interviews.

4.5 In the event of any breach of these terms and conditions or any dispute regarding an honouree, the Promoter reserves the right in its absolute discretion to:

remove such honouree from display; and

exclude the relevant honouree from the Awards.

4.6 The Promoter reserves the right in its absolute discretion to disqualify any honouree who does not comply with these terms and conditions and/or any person whose conduct is contrary to the spirit of these terms and conditions.

4.7 The Digital Health 100 Awards and all its Intellectual Property remains the sole copyright of Simedics Ltd. These rights will be enforced under the jurisdiction of English Law and all claims will be pursued as appropriate.

5. Cancellation

5.1 In the event of circumstances beyond its reasonable control, the Promoter reserves the right to withdraw, amend or cancel the Awards and you agree that no liability shall attach to the Promoter as a result thereof.

6. Governing Law and Jurisdiction

6.1 These Terms and Conditions shall be governed by the laws of England and Wales and any dispute (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.