

THE EARTHSHOT PRIZE

TERMS AND CONDITIONS FOR NOMINATORS

By submitting a nomination for The Earthshot Prize you accept and agree to be bound by the following terms and conditions (the “Terms and Conditions”).

1. Introduction

- 1.1. The Earthshot Prize is a global environmental prize (the “**Prize**”) and platform for impact that was designed to find and grow the solutions that will repair our planet this decade. The Earthshot Prize’s mission is to inspire urgent optimism and bring about change through collective action.
- 1.2. The Prize is operated by a charitable organisation, also called The Earthshot Prize, with company registered number 13981670 and registered charity number 1198701 (“**TEP**”).
- 1.3. TEP is inviting nominators (the “**Nominators**” or “**you**”) to nominate potential recipients of the Prize (the “**Nominees**”).
- 1.4. The Prize is centred around five ‘Earthshots’ – simple but ambitious and universal goals for 2030 which focus on nature, air, oceans, waste and climate. Nominators will nominate Nominees with solutions that impact on these areas of focus (each a “**Solution**”). The Prize includes the award of a cash grant of £1million (the “**Prize Fund**”) to each of the 5 winners (each a “**Winner**”) chosen from 15 finalists (each a “**Finalist**”) with Solutions which are judged to have the most significant impact on the five Earthshots.
- 1.5. Nominees will be considered for both the Prize and for other support and acceleration initiatives offered by TEP to further its charitable purpose, including but not limited to the Fellowship Programme, involvement in events, spotlighting and storytelling opportunities, and engagement with the broader TEP community including potential scale partners. Invitations to participate in these initiatives will be at TEP’s sole discretion.

2. Nominators

- 2.1. Nominations for the Prize may be submitted by Nominators that have been invited and approved by TEP (the “**Nominations**”). This includes:
 - (a) organisations and institutions that form part of TEP’s Global Alliance (the core partners of the Prize); and
 - (b) organisations committed to environmental improvement from across the world who have been selected for their ability to identify the most impactful solutions to the Earthshots.

- 2.2. TEP shall be under no obligation to accept Nominations from persons or organisations that have not been invited by TEP to submit a Nomination.
- 2.3. Before being approved as a Nominator, TEP will conduct light-touch due diligence on Nominators to check their suitability to be a Nominator for the Prize. You must provide any due diligence information reasonably requested by TEP as part of this process.
- 2.4. TEP is under no obligation to approve any person or organisation as a Nominator and all such approvals shall be made at TEP's sole discretion.
- 2.5. Nominators shall in no circumstances undertake lobbying activity to be nominated for the Prize by fellow Nominators.
- 2.6. Nominators shall be under no obligation to respond to requests from third parties to be nominated for the Prize.

3. **Eligibility and Selection Criteria for Nominations and Nominees**

- 3.1. The eligibility criteria for Nominees are as set out on the [Nominator portal site](#) and will be shared with Nominators via this portal.
- 3.2. The Nominations will be judged based on the selection criteria specified by TEP and may be updated from time to time as deemed appropriate by TEP.
- 3.3. Nominees may be nominated within the same year for different Solutions, across any Earthshot. However, a Solution can only ultimately win the Prize or be selected as a Finalist only once and only in one Earthshot category.
- 3.4. Nominators can nominate themselves for the Prize, however, this must not be their only nomination. If a Nominator makes a self-nomination, they must also submit at least one other nomination that is not their own. Any decision to allow a Nominator to self-nominate shall be made at TEP's sole discretion.
- 3.5. Solutions may be nominated by more than one Nominator. Being nominated more than once does not affect the chances of selection as a Finalist or Winner of the Prize.

4. **The Nominations Process**

- 4.1. Each year, TEP will set out a Nominations timeline with a clear period in which Nominations may be made for the next cohort of Finalists and Winners. This timeline will be shared with Nominators in advance and is subject to change at the sole discretion of TEP.
- 4.2. TEP shall be under no obligation to accept Nominations submitted outside of the Nominations period, but may choose to do so at its sole discretion.
- 4.3. Nominators and Nominees must submit information relevant to the Nomination via the nomination form on the TEP online nomination platform (the "**Nominations Form**"). Nominations may not be submitted, and will not be accepted, in any other format. All parts of the Nominations Form must be completed.

- 4.4. The Nomination Form must be completed in one of the languages that TEP has approved. Approved languages may be changed at TEP's sole discretion if necessary and can be found on the Nominator portal site.
- 4.5. Nominees may be contacted by TEP for further information beyond what has been provided within the initial Nomination Form, including being requested to participate in in-person conversations.
- 4.6. All costs of time pertaining to research, filling in the Nominations Form, responding to questions from the TEP team or wider TEP network and potential attendance of interviews arising from the submission of the Nominations will be borne by the Nominators or Nominees.
- 4.7. A Nominee may at any time withdraw an entry from the Prize on written notice to TEP.

5. **Publicity**

- 5.1. By participating in the Prize, you may have the opportunity to take part in any publicity and media activities related to the Prize and your Nomination at TEP's reasonable request.

6. **Information Sharing and Data Protection**

- 6.1. By submitting a Nomination, you warrant that you have obtained the consent of the Nominee for the submission of their name, contact details and details of their Solution to TEP in connection with the Prize, and that the Nominee has consented to TEP using and publicly communicating information about a Nomination that was submitted by you.
- 6.2. You acknowledge and agree that TEP may share your name, contact information and details with key delivery partners and members of TEP's network and partners to support delivery of the screening and selection process, for the fellowship programme related to the Prize.
- 6.3. You shall at all times keep the details of your Nomination confidential. You may disclose who you have nominated but shall in no circumstances share the completed Nomination Form with any parties other than TEP.
- 6.4. You consent to the collection, use and disclosure of your personal information by TEP (and its affiliates) for the purposes of administering the Prize, informing you of other TEP news and invitations or offers to participate in TEP's events, for TEP's internal business and as otherwise permitted by these terms or required by law. Such personal information will be processed in accordance with these terms and TEP's [privacy policy](#).

7. **Intellectual Property**

- 7.1. Nominators shall accrue no intellectual property rights whatsoever in the Nominees' Solutions that they are being nominated for.
- 7.2. Unless you have specified otherwise, you agree that TEP may display your organisation name and logo in the list of Nominators on the Website.
- 7.3. You acknowledge and agree that Nominators who nominate a Solution that is selected as a Finalist or Winner will be recognised publicly by TEP on the Website and any other relevant

communications at TEP's sole discretion, unless a Nominator requests not to be publicly recognised in this way.

- 7.4. Nominators shall in no circumstances use the TEP name and logo in connection with the Prize or otherwise, unless they are provided to you by TEP as part of the officially approved materials for the Prize.
- 7.5. Upon confirmation as an Official Nominator, you will be eligible to use an exclusive Nominator logo which shall be provided to you by TEP (the "**Nominator Badge**"). The use of the Nominator Badge shall be limited to your sole use and you shall stop using the Nominator Badge with immediate effect if directed to do so by TEP at any time. For the avoidance of doubt all intellectual property rights subsisting in the Nominator Badge are owned by TEP.
- 7.6. You shall not bring TEP (including its names and logos) or any patron, partner or associate of TEP (including but not limited to the Prize Council) into disrepute in any way.

8. **Limitation of Liability**

- 8.1. Under no circumstances shall TEP be liable, whether in contract, tort (including negligence) or otherwise, for any and all claims, suits, losses, damages or costs of any kind, including loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising in connection with a Nominee's Solution, the Prize or the Nominee's breach of these Terms and Conditions.

9. **General**

- 9.1. TEP will not be responsible for any system, technical, third party or natural circumstances or failures that prevent the receipt of a Nomination.
- 9.2. TEP may amend or modify these Terms and Conditions at its sole discretion without notice by publishing updated terms and conditions on the [Nominator portal site](#).
- 9.3. TEP may assign, transfer or deal in any other manner with these Terms and Conditions or any of its rights under it. The Nominator shall not be permitted to assign or transfer these Terms and Conditions or any of its rights under it.
- 9.4. Without prejudice to any other right or remedy which it may have, TEP shall be entitled to disqualify or terminate the participation of a Nominator in the Prize, and from being Nominated or from acting as a Nominator in future years of the Prize, for any breach of these Terms and Conditions or for bringing TEP or its patrons, partners or associates into disrepute.
- 9.5. TEP reserves the right, in its sole discretion, to hold void, suspend, cancel, or amend the Prize for any reason including where causes beyond its control interfere with the administration of or proper execution or participation in the Prize or where it becomes necessary to do so.
- 9.6. The Prize and these Terms and Conditions shall be governed by English law, and the parties submit to the nonexclusive jurisdiction of the courts of England and Wales.