

JAGUAR LAND ROVER LIMITED

JLR SUPPLY CHAIN INNOVATION PROGRAMME 2025 – TERMS AND CONDITIONS

These terms and conditions ("**Terms and Conditions**") apply to the JLR Supply Chain Innovation Programme 2025 (the "**Programme**"), which will take place on 10.04.2025 – 18.09.2025 ("**Programme Period**").

TERMS AND CONDITIONS

1. By submitting your idea and registering your interest to the Programme, you confirm your acceptance and agree to these Terms and Conditions and JLR's standard terms and conditions. A copy of these Terms and Conditions shall be available at JLR Innovation Programme for the duration of the consideration process until the end of the Programme Period.
2. The Programme is promoted and managed by Jaguar Land Rover Limited, a company registered in England and Wales (company number 1672070) and whose registered office is at Abbey Road, Whitley, Coventry, CV3 4LF (the "**JLR**" or "**JLR**"). The Programme is partnered with Plug and Play UK Limited, a company registered in England and Wales (company number 3508062) and whose registered office is at 20 Gracechurch Street, 11th Floor, London, EC3V 9DH (the "**Agency**").
3. These Terms and Conditions apply so far as the law permits so, please read them carefully before entering.
4. These Terms and Conditions shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to deal with any dispute or claim that arises out of or in connection with these Terms and Conditions and the Programme.

CAN I ENTER THE PROGRAMME?

5. The Programme is free to enter (no purchase necessary).
6. The Programme is open exclusively to businesses, including start-up companies, universities and academic institutions, small and medium-sized enterprises ("**SMEs**") and business collaborators. All participants of the Programme must be operating as a legally registered business entity.
7. SME's must have completed the Entry Form (as defined below).
8. In submitting and Entry Form (as defined below) to the Programme, you confirm that you are eligible to do so and eligible to participate in the Programme, should you be selected, in accordance with clause 6.
9. Review of Entry Forms (as defined below) and provision of invitations to select SME's for participation in the Programme will be at the sole decision of JLR.
10. Submissions to the Programme are open from 09:00 on 10th April 2025 ("**Opening Date**") and closes at 23:59 on 5th June 2025 ("**Closing Date**") inclusive. Any submission before the Opening Date and after the Closing Date are automatically disqualified and will not be considered.
11. SMEs may submit multiple Entry Forms (as defined below), save for where the proposed Technology (as defined below) in more than 1 (one) Entry Form (as defined below) is the same (as may determined by JLR in its sole discretion). In these cases, such SMEs may submit up to 1 (one) valid Entry Form (as defined below) and any additional Entry Forms (as defined below) will not be considered.
12. Submission of interest in the Programme will require internet access to complete the Entry Form (as defined below). This will not be provided by JLR.

HOW TO APPLY

13. To register your interest and submit your idea for the Programme, SMEs must complete the entry form available at <https://jlr-innovationchallenge.com/> ("**Entry Form**") by the Closing Date. Each SME must provide all required information, which shall include (but is not limited to), the SME's name and location, company description, previous JLR partnerships, Technology (as defined below) and possible use cases. SMEs are required to have and submit details of (in their Entry Form), a technology for automated supply chain that can support JLR's problem statement and could be implemented as a PoC (as defined below)

- through Open Innovation, with each PoC (as defined below) assessed through JLR's existing SteerCo governance ("**Technology**").
14. Only Entry Forms that have been answered in full, completed correctly and submitted (as may be determined by the JLR in its sole discretion) will be considered.
 15. If, for any reason, a technical interruption equipment failure, telephone failure, network, server, computer hardware or software failure or site failure or postal failure occurs and the Programme is not capable of running as planned or applications are not received or validly submitted or the Programme is disrupted, the JLR reserves the right to cancel, terminate, modify or suspend the Programme if necessary.
 16. The JLR does not take any responsibility for Entry Forms that are misdirected, lost, mislaid, damaged or delayed in transit or other reasons, or received after the Closing Date, 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. JLR will not accept proof of posting or transmission as proof of receipt of submission to the Programme.
 17. JLR reserves the right to cancel, terminate, modify or suspend the Programme if necessary.

HOW WILL PARTICIPANTS FOR THE PROGRAMME BE CHOSEN?

18. All valid Entry Form submissions will be reviewed against a defined assessment criteria prepared by JLR (which shall include, *inter alia*, whether the SME's technology will support automated supply chain within JLR's business). If the SME's Entry Form is deemed of interest by JLR (in its sole discretion), the SME will be invited to a telephone call assessment by JLR and/or the Agency. JLR and/or the Agency shall then invite a number of selected SMEs to a further telephone call assessment.
19. Following the phone call set out in clause 18 above, a total of 8 (eight) SMEs (or such other number as JLR may determine in its sole discretion) will be invited to present in person in front of a panel of senior JLR stakeholders ("**Panel**") on 18th September 2025 (or such other day as may be communicated by JLR) ("**Pitch Day**") in the UK.
20. The Panel may select successful SMEs from the Pitch Day to be considered to participate in JLR's Programme ("**Programme Participant**").
21. The Programme Participant determined by the Panel will be at the sole discretion of JLR and the Panel and shall be final.

THE 'PROOF OF CONCEPT' PROGRAMME

22. As part of the Programme, the Programme Participant will be considered for the potential opportunity to pursue a proposed Proof of Concept ("**PoC**") with Open Innovation at JLR, which will be paid for by JLR.
23. For the avoidance of doubt, JLR shall have no obligation to fulfil or honour the Programme/ PoC and is only offering the opportunity to pursue a proposed PoC, subject to further discussions and agreement between JLR and the Programme Participant (including but not limited to acceptance of JLR standard terms & conditions where relevant to the PoC activity). The provision of the PoC is not guaranteed, and JLR reserves the right to withdraw or modify the opportunity at its discretion.
24. Subject to clause 23, the Programme Participant's participation in the Programme and resulting PoC is subject to JLR's standard terms and conditions.
25. Programme Participants' place on the Programme is non-transferable, non-negotiable and may not be claimed by a third party on any Programme Participant's behalf.
26. If JLR subsequently discovers the Programme Participant is ineligible or the Programme Participant has breached these Terms and Conditions, or foul play or unethical conduct is suspected under these Terms and Conditions, then JLR reserves the right to revoke the Programme Participant's invitation to the Programme and PoC and offer the invitation to an alternative SME.
27. The Programme Participant accepts that the Programme and/or PoC could be cancelled or suspended for any reason whatsoever beyond the control of JLR.
28. If, for any reason whatsoever, the Programme and/or PoC is unavailable, cancelled or suspended, JLR will not be able to offer an alternative and will not owe any further liability to the Programme Participant. The Programme Participant will not be entitled to any monetary equivalent or compensation for costs or expenses incurred or suffered in connection with participating in the application process and/or the Programme.
29. In the event that any Programme Participant is unable to participate in the Programme and/or PoC for any reason they must notify JLR and/or the Agency immediately. In this circumstance,

- JLR reserves the right to offer the PoC opportunity to another SME. JLR does not accept any responsibility if the Programme Participant is unable to participate in the Programme.
30. All SMEs acknowledge and agree that JLR will not be responsible for any costs and/or expenses (including travel expenses) of applying to or subsequently participating in the Programme and/or the PoC.
31. In all circumstances, JLR's decision is final and no correspondence will be entered into.

CONFIDENTIALITY

32. You agree that you shall not, at any time (during the application to the Programme, participation in the Programme and PoC and thereafter):
- (a) except as permitted by these Terms and Conditions, disclose any information concerning or relating to JLR which a reasonable business person would regard as confidential ("Confidential Information"); or
 - (b) use the JLR's Confidential Information for any purpose other than in your role as an SME with respect to this Programme; or
 - (c) make press, radio or television statements or publish or submit any imagery or articles or otherwise relating to the Confidential Information without obtaining the consent in writing of JLR.
33. You agree that you shall (during the application to the Programme, participation in the Programme and PoC and thereafter):
- (a) treat such Confidential Information as you (in your role as an SME) would treat your own business' confidential information;
 - (b) keep and procure to be kept secret and confidential all Confidential Information and shall not in any circumstances disclose or solicit or permit the disclosure of any of those items to any third party except with the express written authority of a director of JLR.
 - (c) only make a record of or copies of the Confidential Information as is necessary for the purposes of the PoC in relation to the Programme and you agree that any such records or copies shall be returned to JLR immediately on request together with all of the Confidential Information.
34. You hereby consent and agree that, in view of the difficulty in placing a monetary value on the Confidential Information or the effect of its unauthorised disclosure, in addition to all other remedies JLR shall be entitled to seek you will not raise any objection to JLR seeking injunctive or other equitable relief, including damages (or their equivalent in any jurisdiction), which may be appropriate in the event of any breach or anticipatory breach of the terms of this agreement.
35. The terms of these clauses 34-37 (inclusive) apply to all Confidential Information which is not in the public domain, or which enter the public domain solely or in part by your actions in breach of the above terms. These terms shall continue to apply until all the Confidential Information is released by JLR into the public domain.

LIABILITIES

36. Neither JLR nor its affiliates, agents, officers or employees will be liable (to the extent permitted by law) for any loss or damage arising out of organising or holding this Programme or as a result of an SME's and/or Programme Participant's participation in it, participation in any of the activities, or if the Programme does not run as planned. This paragraph does not seek to exclude the liability of any party listed in this paragraph for (a) death or personal injury caused by their negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other matter for which it would be unlawful for them to exclude or attempt to exclude their liability.
37. SMEs agree to indemnify and hold harmless JLR from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) which JLR may suffer or incur as a result of any claim, action, or proceeding brought by a third party arising out of or in connection with the SME's (and/or Programme Participant's) participation in the Programme and/or PoC, including but not limited to any infringement of intellectual property rights.
38. JLR may change these Terms and Conditions or cancel the Programme at their absolute discretion and without incurring liability.

USE OF PERSONAL DATA

39. By applying to this Programme, you understand that JLR (and its agents, contractors and group members on its behalf) may process, store, distribute and/or use the information

(including personal data) you provide in your Entry Form and/or submission to the Programme: :

- (a) to enable them to administer your submission to the Programme, including deciding whether it accords with these Terms and Conditions;
 - (b) to notify you if you have been invited to be a Programme Participant; and
 - (c) to share with the Agency and organisations assisting with the conduct and fulfilment of the Programme and/or PoC.
40. Data will be handled in accordance with (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation; and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679), and any other directly applicable EU regulation relating to privacy.
41. For more information on how data is handled by JLR, please view the JLR's privacy policy here: <https://www.jaguarlandrover.com/privacy>.

CONTACT DETAILS

42. If you have any other questions about the Programme, please send your question by email to Cvale1@jaguarlandrover.com before the Programme ends.
43. If you have any questions about how personal data is being handled in respect of this Programme, please contact DPOffice@jaguarlandrover.com.