

## Terms and Conditions: Beyond the Bag Challenge

IDEO LP and/or any of its related, affiliated or subsidiary companies (“IDEO”) owns and/or operates the internet site located at <http://www.OpenIDEO.com> along with any related websites, networks, applications, and other services provided by IDEO (collectively the “Site” or “OpenIDEO”). By accessing, browsing, using the Site, or registering on OpenIDEO, you (the “User”) agree to this Terms of Use (“TOU”), incorporating the [Privacy & Cookie Policy](#) (“Privacy Policy”). Certain services, some of which may be provided by third parties, may be subject to additional terms and conditions as may be set forth in this TOU, and your use of the Site and such services constitutes your agreement to all applicable additional terms.

PLEASE READ THIS TOU CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING OR USING THE SITE, YOU ARE ENTERING INTO A LEGAL CONTRACT WITH IDEO, THE TERMS OF WHICH GOVERN YOUR USE OF THE SITE. ACCORDINGLY, BY YOUR ACCESS OR USE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN, THE [PRIVACY & COOKIE POLICY](#), AND ALL ADDITIONAL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SITE.

### 1. Modification of TOU

IDEO reserves the right to change or modify any of the terms and conditions contained in the TOU at any time and in its discretion. If IDEO changes or modifies this TOU, IDEO will post the changes to this TOU on the Site and will indicate at the top of this page the date this TOU was last revised. We may also choose to notify you of any material changes or modifications to the TOU through your email address that you have used to register on the Site. Any changes or modifications will be effective immediately upon posting of the revisions to the Site. Your continued use of the Site following the posting of changes or modifications will constitute and confirm your agreement to and acceptance of such changes or modifications. It is your responsibility to regularly check this Site to determine if there have been changes to this TOU and to review such changes. If you do not agree to the amended TOU, please discontinue using the Site. Because our services are evolving over time, we may change or discontinue all or any part of the services, at any time and without notice, at our sole discretion.

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### 2. Eligibility

Children (persons under the age of 13) are not eligible to use the Site in any way. You may use the Site only if you are over 18 years of age, an emancipated minor, or if you possess legal parental or guardian consent, are fully capable of forming a binding contract with IDEO, and are not barred from using the Site under applicable law. If you are between the ages of 14 and 18, you may only use the Site in conjunction with and under the supervision of your parents or legal guardians. Users may not submit any information about or identifying children in any way, and IDEO has the right to discontinue access to the Site in the event a user does so. In any case, you affirm that you are over the age of 13. If you are under 13 years of age, do not use the Site. If IDEO learns that you are under 13 and your personally identifiable information has been collected, then we will delete your account and all personal information associated with it.

### 3. User Contributions

Upon registering on the Site, you may enter a challenge or competition on the Site (a

“ **Challenge**”), or create an event for an OpenIDEO chapter (an “ **Event**”). These and other features of the Site permit you to upload or otherwise submit, your own content, research, evaluations idea, expression of ideas or comments, and any and all other participation in the Challenge and activity on the Site (your “ **Contribution(s)**”). Unless otherwise stated in the Challenge Rules, the following terms apply to Contributions:

Your Contributions to IDEO on the Site are entirely voluntary, non-confidential, non-proprietary, and gratuitous. You grant to IDEO and any Chapter Organizers (as defined below), Challenge Sponsors (collectively “**Designees**”), and to other Users an unrestricted, perpetual, irrevocable, sub-licensable, non-exclusive fully-paid up and royalty-free worldwide license to use any Contributions, and any derivatives thereof, without restrictions of any kind and without any payment or other consideration of any kind, or permission or notification, to you or any third party.

The license shall include, without limitation, the irrevocable right to reproduce, prepare derivative works (e.g. a publication recording celebrating a Challenge), combine with other works, alter, translate, distribute copies, display, perform, license the Contribution or parts thereof, and all rights therein, in the name of IDEO, or its Designees, worldwide in perpetuity in any and all media now or hereafter known.

You represent and warrant that you are the owner of all Contributions and have all legal right and authority to grant IDEO and its Designees the license and rights set forth herein. All necessary licenses, permissions, releases and consents required (including without limitation, privacy releases and/or publicity releases necessary for Contributions depicting people, products, businesses, or other content) have been obtained for you to grant the licenses contained herein.

Your Contribution represents your own original work, you have all necessary rights to disclose your Contribution to IDEO and Designees and in doing so IDEO’s or Designees’ review and/or use of your Contribution, will not, to the best of your knowledge, infringe upon any other individual’s or entity’s rights.

You understand that disclosure of your Contribution to IDEO or a Challenge Sponsor does not establish a confidential relationship or obligate IDEO or its Designee to treat your Contribution (or any related content) as secret or confidential.

You understand that IDEO or a Designee has no obligation, either express or implied, to develop or use your Contribution. You understand that IDEO and its Designees assume no obligation with respect to any Contribution.

You acknowledge that IDEO or a Designee, directly or indirectly, may be working on the same Contribution or a similar Contribution to your Contribution, or already know of such Contribution from other sources. You also understand that other Users may be working on the same or a similar Contribution.

You agree that (except to the extent that these terms are superseded by a separate agreement in writing by you and IDEO or a Designee) you hereby irrevocably release and forever discharge IDEO and its Designees from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against IDEO and a Designees and their affiliates and subsidiaries or their respective successors and assigns with respect to your Contribution, including without limitation in respect of how IDEO or a Challenge Sponsor directly or indirectly use your

## Contribution.

Your Contribution, including any personally identifiable information, is voluntary and subject to the [Privacy & Cookie Policy](#). You are responsible for the content of your Contribution and agree to defend (at IDEO's option and at your sole expense), indemnify and hold IDEO and any Designee harmless from any damages, losses, costs, or expenses, including attorneys' fees, which IDEO and a Designee may incur as a result of your Contribution.

In operating the Site, IDEO may act as a "services provider" as defined by the Digital Millennium Copyright Act (DMCA), and offer services as online provider of Materials (as defined herein) and links to third-party websites. IDEO's procedures with respect to the DMCA Procedure and alleged copyright infringement can be reviewed below and you agree to comply with IDEO's requirements with this respect.

If you are viewing the Site on a public computer or are otherwise using a computer to which multiple people have potential access, you agree to follow good practice and ensure that you are sufficiently disconnected and logged off this Site and the computer system you are using to prevent unauthorized Contributions.

You agree that IDEO and its Designees shall not be responsible for any fees that are or become payable as a result of the copying, distribution or display of the Contributions, including without limitation fees: (i) for any images or video recording embodied in the Contributions; (ii) for any composition or underlying works embodied in any Contributions; or (iii) to any actor, model, writer, creator, composer, artist or artist affiliated entity.

IDEO retains the right to review, edit or delete from the Site any Contribution that IDEO, in its sole discretion or in consultation with a Designee, Sponsor, or Organizer, as necessary, considers illegal, offensive or otherwise inappropriate.

You acknowledge and declare that you have read and fully understand this TOU and appreciate the nature, extent and consequences of this TOU, and the submission of your Contribution(s) on the Site is entirely voluntary.

## 4. "Chapter Organizers"

"Chapter Organizers" are Users who help manage components of OpenIDEO Challenges. If you are an Organizer, you acknowledge that you have read and agreed to the Organizer Agreement sent to you by IDEO. If you are interested in becoming a Chapter Organizer please contact [dshingleton@ideo.com](mailto:dshingleton@ideo.com).

## 5. Challenges

Challenges on the Site will be set, moderated, administered and managed by IDEO together with Closed Loop Partners, managing partner, and CVS Health, Target and Walmart, founding partners, who together act as sponsors of the Challenge (the "Challenge Sponsor") as well as certain Chapter Organizers. The Challenge Sponsors are often identified on the Site as "sponsor" together with their names and logos. This Challenge is further governed by separate challenge conditions (the "Challenge Rules") which, in the event of conflict, shall have precedence over this TOU.

Unless explicitly stated in the Challenge Rules, no compensation is due to you or anyone else for any use, inadvertent, intentional or otherwise, of that Contribution, related Contributions or Contributions derived from your Contribution.

## 6. Chapters and Events

Chapters bring people together around social and environmental challenges in more than 30 cities worldwide. Chapters allow the OpenIDEO community members to connect with their local community, create, browse and attend events, access resources tailored to their local area, share inspirations, ideas, and questions, and get help or help others in their pursuit of social and environmental change.

While IDEO provides the online access for Chapters, Chapters are generally community-managed by Chapter Organizers. As such, while Users may find information about and RSVP to attend Chapter events on the Site, IDEO does not organize any activity or event under any individual Chapter. If you create an event and submit it to a Chapter Organizer, the Chapter Organizer has the discretion to approve or reject your event. For more information on the criteria Chapter Organizers may consider, please refer to [this page](#). If you have any questions about Chapters or events, please contact your local Chapter Organizer or [dshingleton@ideo.com](mailto:dshingleton@ideo.com).

Chapter Organizers may delete any reportedly offensive content related to a Chapter or event at their discretion. Finally, IDEO does not assess or guarantee the quality or safety of any events or activities organized under any particular Chapter and your decision to participate in any Chapter is entirely at your own risk.

If you create an event you may be granted access to the names and email addresses of users who RSVP for your event as well as their comments and information related to their posts and previously attended events. You agree not to use this information for any reason other than to organize the event and to notify attendees of any changes or updates to the event. Violation of this provision may cause IDEO to suspend your access to or permanently ban you from the Site.

IF YOU ATTEND AN EVENT ORGANIZED BY A CHAPTER OR EVENT ORGANIZER YOU DO SO AT YOUR OWN RISK AND WAIVE ANY ACTION AGAINST IDEO RELATED TO SUCH EVENT INCLUDING WITHOUT LIMITATION ANY CLAIMS OF PROPERTY DAMAGE OR BODILY INJURY.

## 7. Grant and Restrictions on Use

The Site is owned and operated by IDEO. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Site provided by IDEO (the "Materials") are protected by copyright, trade dress, author's rights, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any Contributions and content submitted by you and other Users, all Materials contained on the Site are the copyrighted property of IDEO or its subsidiaries or affiliated companies and/or Challenge Sponsor, or third-party licensors. All trademarks, service marks, and trade names are proprietary to IDEO or its affiliates or Challenge Sponsors and/or third party licensors.

Where IDEO has licensed elements of the Materials to a Challenge Sponsor for the purposes of that individual or entity operating its own 'branded' website for Challenges using the same community of Users, you afford the same rights to the Sponsor as you do to IDEO under this TOU.

IDEO grants you a non-exclusive, revocable right to use the Site for its intended purpose provided that you do not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or

otherwise make unauthorized use of the Materials.

IDEO hereby grants you a limited license to use the Materials, and Site provided by IDEO and its Designees on this Site, solely for your personal, non-commercial use, to submit any Contribution, Applaud (defined below) or other content, subject to this TOU. Nothing herein shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to any intellectual property right.

IDEO reserves the right to review your Contributions in order to ensure compliance with this TOU and the [Privacy & Cookie Policy](#). IDEO reserves the right to deny or revoke access to this Site for any User, or any part thereof, at any time in its sole discretion, with or without cause. Your access to this Site will terminate upon your violation of this TOU.

Users are granted the use of Contributions as stated in the TOU, and the use of any content contained in the Contributions will be entirely at your own risk, for which neither IDEO nor its Designees shall be liable. It shall be your own responsibility to ensure that any content from the Contribution you wish to use or develop is suitable for your specific requirements.

While IDEO endeavors to ensure that this Site is available at all times, IDEO and its Designees shall not be liable if, for any reason, this Site is unavailable at any time or for any period.

## **8. Communications with the Site Administrator**

The Site has the following means of communication to IDEO as administrator of the Site:

‘Contact Us’ and ‘Give us your feedback’ enables you to send an email directly to the administrator of the Site.

‘Report’ is available for every comment, Contribution and My Profile and allows any User to point out content, Contributions, postings or messages that the User regards as offensive or damaging and allows IDEO to decide the course of action. IDEO, in consultation with a Designee as necessary, has the right to remove content it considers offensive to Users, and/or suspend a User’s registration.

Should three Users report the same content, Contributions, postings or messages as offensive or damaging, such content, Contribution, posting or message will be immediately “unpublished” from the Site and IDEO will contact the User and decide the course of action as above, including removing the content it considers offensive or republishing such content in the event it determines it is not.

An email address is provided at the end of this TOU for questions about this TOU, the [Privacy & Cookie Policy](#) and the DMCA Procedure.

You will receive email messages (the “Notifications”) from the Site to the email address in your My Profile for the purpose of (i) informing you of your and other User’s activities relating to Challenges that you are following, and (ii) sending you an email informing you of new Challenges and other related matters. You can opt out of the former Notifications in My Profile (defined below), and the latter by using the “unsubscribe” facility in the email.

## 9. Use Restrictions

By using the Site, you agree to the following:

IDEO may retain and use the personal information that you register on the Site. Each User has a profile (“My Profile”) which is self-managed. As part of My Profile, IDEO can derive a profile of you (the “Design Quotient” or “DQ”) based solely on your use of the Site.

Your DQ is derived from your Contributions and other User’s feedback on your Contributions, and your applauding of other User’s Contributions using the “Applaud this” button (“Applaud”). You can access your DQ at all times on the Site.

Your My Profile page i) is created upon registering on the Site (first name, email address, location, username and password), ii) can be edited, personalized and customized at will by you, and iii) includes your DQ.

A functionality exists within the Site to acknowledge the Contributions of other Users to an idea, or invite other Users to contribute to an idea (the “Team”) thus recognizing that other Users can, to a limited extent, share in the idea and its journey on the Site. You consent to other Users adding you as a member of a Team for an idea and you acknowledge that you will receive no authorship in the idea. (You will receive a Notification if you become a member of a Team and will have the option of opting out of the Team.)

You further acknowledge that, other than any DQ points earned, you will not be entitled to any reward for Users which may be part of the Challenge Rules. Your Contribution on this Site is i) entirely voluntary, non-confidential and gratuitous; ii) visible to all other Users, and iii) retained and used by IDEO for the purposes of the Site.

You place no restrictions on your Contributions and grant permission to IDEO and the its Designees to process and evaluate your Contribution(s) along with other Users. You do not limit or in any way restrict IDEO’s, its Designees or User’s right to reproduce and/or publish your Contribution(s).

You will not receive any payment or reward for your Contribution. However, individual Challenges may have rewards for Users which will be part of the Challenge Rules.

IDEO may approach you through the Site to further pursue any Contribution or invite you to contribute to Challenges.

IDEO undertakes:

Not to divulge your Contributions or DQ for marketing or advertising purposes for itself or third parties.

To act ethically and openly with all Users of the Site and to remove any Contributions that clearly may offend Users.

Not to copy video and photo files for purposes other than expressed in the TOU, Challenge Rules, and to treat audio, video and photo images as anonymous even if they contain names, identities or individuals that are identifiable.

To have the same arrangements in place with Challenge Sponsors in the same way that

IDEO sets, administers, moderates and manages Challenges.

To operate the Site in accordance with the latest requirements with respect to our use of cookies and giving you the option not to store these on your computer.

#### **10. Acceptable Use Policy**

The Site enables you to submit, post, and share information and content with IDEO, Designees and other Users, as further described hereunder. You must be a registered User to submit any Contributions to the Site.

If you are a User and want to submit a Contribution to a Challenge it must be in accordance with the Challenge Rules. Additionally, you agree to be subject to additional terms and conditions in any applicable Challenge Rules.

With the exception of first and last name, it is not necessary for a User to disclose personally identifiable information publicly in order to fulfill the purpose of the Site and/or a Challenge. In fact, IDEO advises against such. It is each User's decision as to whether they add personal information to My Profile or upload a photograph of themselves and to opt to make these visible to other Users as part of My Profile.

Unless expressly authorized in the Challenge Rules, guidelines or on the Site, you are prohibited from posting or transmitting any "sensitive" personally identifiable information over the Site, which may include, but not be limited to, any information about yourself or another person that may relate to health or medical conditions, social security numbers or national identifiers, credit cards, bank accounts, other financial information, other information concerning trade union membership, sex life, political opinions, criminal charges or convictions, religious or philosophical beliefs, racial or ethnic origin, or other sensitive matters.

You are also prohibited from:

- using the Site to send or post harassing, abusive, or threatening messages;
- transmitting through the Site any information, data, text, files, links, images, software, or other Materials that IDEO considers to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, hateful, racially, ethnically or otherwise objectionable or which threatens our relationships with our Users, partners, customers or suppliers and Designees;
- attempting to conceal or misrepresenting the identity of the sender, User or person submitting the information, or impersonate any individual (real names, email addresses and other information must be used);
- disrupting the normal flow of the Site, including participating in negative dialogue on the Site or otherwise act in a manner that negatively affects other Users; or posting any unsolicited chain letters, advertising, promotional content, contests, or any other commercial or non-commercial solicitations;
- sending spam or other direct marketing communications or posting, transmitting or linking to unsolicited advertising, promotional content, or any other forms of solicitation or commercial content;
- intentionally or unintentionally performing or promoting any activity that would violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Site;
- posting or transmitting executable programming of any kind, including viruses, spyware, trojan horses, easter eggs, or any other form of computer programming;
- posting Contributions or using the Site in such a way that damages the image or rights of IDEO, Designees, other Users, and third parties, including posting Contributions that breach the copyright (or other proprietary rights) of third parties;

and

- from creating any frames at any other websites pertaining to any portion(s) of this Site.
- If you are using this Site on a public computer or are otherwise using a computer to which multiple people have potential access, you agree to follow good practice and ensure that you are sufficiently disconnected and logged off this Site and the computer system you are using to prevent unauthorized Contributions.
- Although we are not obligated to monitor access to or use of the Site or to review any Contributions, we have the right to do so for the purpose of operating the Site, to ensure compliance with this TOU, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated to remove or disable access to any Contributions at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Contributions to be objectionable or in violation of this TOU including this acceptable use policy. We have the right to investigate violations of this TOU or conduct that affects the Site. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the law.

#### **11. Digital Millennium Copyright Act (“DMCA”) Procedure Infringement Notification Procedures**

It is IDEO’s policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. In addition, IDEO will promptly terminate without notice the accounts of Users that are determined by IDEO to be “repeat infringers.” A repeat infringer is a User who has been notified by IDEO of infringing activity violations more than twice and/or who has had a User submission removed from an IDEO Site more than twice.

To file a copyright infringement notification with us, you will need to send a written communication that sets forth the items specified below (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

Identification of the content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the content. Providing URLs in the notice is the best way to help us locate content quickly. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

A statement that the complaining party has a good faith belief that use of the content in the manner complained of is not authorized by the copyright owner, its agent, or the law (for example, “I am under the good faith belief that the use of the copyrighted content that is identified herein is not authorized by the copyright owner, its agent, or the law.”).

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (for example, “I swear, under penalty of



perjury, that the information in this notification is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) that is (are) allegedly infringed by the aforementioned content.”).

To expedite our ability to process your request, such written notice should be sent to our designated copyright agent via email at [copyright@ideo.com](mailto:copyright@ideo.com) or via regular mail to the following address:

IDEO LP  
Attn: Legal Group (DMCA Notification)  
150 Forest Avenue  
Palo Alto, CA 94301

For clarity, only DMCA notices should go to the IDEO designated copyright agent. Any other feedback, comments, requests for technical support or other communications should be directed to IDEO through [hello@openideo.com](mailto:hello@openideo.com). You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

Please note that under Section 512(f) any person who materially misrepresents that content or activity is infringing may be subject to liability for damages (including costs and attorneys’ fees). Please also note that the information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content.

#### Counter-Notification Procedures

The process for counter-notifications is governed by Section 512(g)(3) of the Digital Millennium Copyright Act. To file a counter notification with us, you will need to send a written communication that sets forth the items specified below (please consult your legal counsel or see Section 512(g)(3) of the Digital Millennium Copyright Act to confirm these requirements):

A physical or electronic signature of the user.

Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or access to it was disabled. Providing the specific URL(s) of the content that IDEO has removed or to which IDEO has disabled access is the best way to help us locate content quickly.

Your full name, address, telephone number, and email address, and the username of your IDEO account.

A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or any judicial district in which IDEO may be found if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

A statement under penalty of perjury that the subscriber has a good faith belief that the content was removed or disabled as a result of mistake or misidentification of the content to be removed or disabled (for example, “I swear, under penalty of perjury, that I have a good faith belief that the content was removed or disabled as a result of a mistake or misidentification of the content to be removed or disabled.”).

Send the written communication to our designated copyright agent via email at [copyright@ideo.com](mailto:copyright@ideo.com) or via regular mail to the following address:

IDEO LP

Attn: Legal Group (DMCA Notification)

150 Forest Avenue

Palo Alto, CA 94301

Please note that under Section 512(f) of the Copyright Act, any person who Materially misrepresents that content or activity was removed or disabled by mistake or misidentification may be subject to liability. Accordingly, if you are not sure whether certain content infringes the rights of others, we suggest you consult your legal counsel.

What happens next?

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. By submitting a counter-notification, you consent to having your information revealed in this way. After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the content on IDEO. If we receive such notification, we will be unable to restore the content. If we do not receive such notification, we may reinstate the content.

**DISCLAIMER: WE ARE NOT YOUR ATTORNEYS, AND THE INFORMATION PRESENTED HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY.**

## **12. Trademark Information**

IDEO and the IDEO logo, OpenIDEO and the OpenIDEO logo, are the trademarks of IDEO. All other trademarks, service marks, domain names, logos and company names referred to on the Site are either trademarks, registered trademarks, service marks, domain names, logos, company names of or are otherwise the property of IDEO or Challenge Sponsors or other participating parties. IDEO and Challenge Sponsors claim rights associated with unregistered trademarks, service marks, domain names, logos, and company names. Other product or company names referred to on the Site may be trademarks of the Challenge Sponsor or their respective owners, partners or participating parties. You may not use any trademark, service mark, domain name, logo, or company name of IDEO or Challenge Sponsor or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo or company name.

## **13. Third Party Sites, Services and/or Resources**

The Site contains links to third-party websites, services and/or resources. We provide these links as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites, services and/or resources and acknowledge such use is subject to any terms of use of those websites, services and/or resources.

#### **14. Termination**

We may terminate your access to and use of the Site, at our sole discretion, at any time and without notice to you. You may request cancellation of your account at any time by sending an email to us at [hello@openideo.com](mailto:hello@openideo.com). Upon any termination, discontinuation or cancellation of the Site or your account, all provisions of this TOU which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

#### **15. Disclaimer**

The Site, and any Materials and information on the Site may include technical inaccuracies or typographical errors. IDEO may make changes or improvements at any time without notice. The Site, and Materials and information on this Site are provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by applicable law, IDEO provides the Site on the basis that IDEO and its Designees exclude all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for a particular purpose and the use of reasonable care and skill) which but for this TOU might have effect in relation to the Site.

Any information related to your use of the Site for illegal purposes will be provided to law enforcement authorities. Save as provided in this TOU, you shall have no remedy in respect of any untrue statement (whether written or oral) made to you upon which you rely in agreeing to this TOU (a "Misrepresentation") and IDEO shall have no liability to you other than pursuant to this TOU. Nothing in this TOU shall exclude or limit IDEO's liability for any intentional Misrepresentation.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE. YOU UNDERSTAND THAT IDEO DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SITE, NOR DOES IDEO MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS. IDEO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

#### **16. Liability**

To the maximum extent permitted by applicable law, IDEO, its Designees, any other party (whether or not involved in creating, producing, maintaining or delivering the Site) and the officers, directors, employees, shareholders or agents of IDEO and of its Designees exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damage or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption and whether in tort (including without limitation negligence, contract or otherwise)) in connection with the Site in any way or in connection with the use, inability to use, or the results of use of the Site, any websites linked to the Site, or the Material on such websites, including but not limited

to loss or damage due to viruses that affect your computer equipment, devices, software, data or other property on account of your access to, use of or browsing the Site, uploading Contribution(s), downloading of any Material from the Site or any website linked to the Site, or accessing any website linked to the Site.

IN NO EVENT WILL IDEO'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS TOU OR FROM THE USE OF OR INABILITY TO USE THE SITE EXCEED ONE THOUSAND DOLLARS (\$1,000.00). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN IDEO AND YOU.

Nothing in this TOU shall exclude or limit IDEO's or a its Designees' liability for (i) fraud or willful misconduct; (ii) death or personal injury caused by its negligence or gross negligence; or (iii) any liability which cannot be excluded or limited by law.

### **17. Governing Law and Jurisdiction**

This TOU and Privacy & Cookie Policy are governed by the laws of the State of California, USA, excluding the application of its conflict of law rules. You agree that any dispute arising out of or relating to the Site may only be brought by you in a state or federal court located in the Northern District of California. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN THE NORTHERN DISTRICT OF CALIFORNIA.

### **18. General Provisions**

This TOU, the Privacy & Cookie Policy, the DMCA Procedure, and any applicable Challenge Rules constitute the entire and exclusive understanding and agreement between IDEO and you relating to use of the Site, and supersede and replace any and all prior oral or written understandings or agreements between IDEO and you regarding the same. If for any reason a court of competent jurisdiction finds any provision of this TOU invalid or unenforceable, such provision will be deemed omitted and the other provisions of this TOU will remain in full force and effect.

You may not assign or transfer this TOU, by operation of law or otherwise, without IDEO's prior written consent. Any attempt by you to assign or transfer this TOU, without such consent, will be null and of no effect. IDEO may freely assign or transfer this TOU without restriction. Subject to the foregoing, this TOU will bind and inure to the benefit of the parties, their successors and permitted assigns.

You acknowledge and agree that each Designee is an intentional third-party beneficiary of this TOU with regard to the rights, but not the obligations, of IDEO.

Any notices or other communications provided by IDEO under this TOU, including those regarding modifications to this TOU, will be given: (i) by IDEO via email; or (ii) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

IDEO's failure to enforce any right or provision of this TOU will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of IDEO. Except as expressly set forth in this TOU, the exercise by either party of any of its remedies under this TOU will be without prejudice to its other remedies under this TOU or otherwise.

## **19. Challenge Rules**

Users participating in the Beyond the Bag Challenge (“Challenge”), will—by virtue of his, her, or its online entry to the Challenge agree to the TOU as a condition of his, her, or its participation in the Challenge and Beyond the Bag Circular Business Accelerator (“Accelerator”).

### *Intellectual Property Rights*

Each User will retain intellectual property ownership—including rights, trademarks, service marks and/or logos—of all of his, her, or its Challenge submission ideas, including, but not limited to, methods, materials, technologies, and other know-how related to the Challenge criteria and technical overview but shall grant the license as stated in the terms and conditions solely for purposes of administering, promoting and publicizing the Challenge. Subject to the license contained herein, no transfer of intellectual property rights to any third party, including, without limitation, the Challenge Sponsors, any member thereof, or the Challenge managing entity the Center for the Circular Economy at Closed Loop Partners, will be required of any User as a condition of his, her, or its participation in the Challenge or the Accelerator.

Each User represents and warrants that it owns all of its intellectual property rights, free and clear of all encumbrances, and that its rights do not infringe on the intellectual property of any third party. Each User will be required to indemnify the Challenge Sponsors and Closed Loop Partners, LLC (“Closed Loop Partners”) from any breach of these representations.

Each User agrees that, in the event that his, her, or its submission to the Challenge is a prize-winning solution, the Challenge will be allowed to publicize his, her, or its name and a description of his, her, or its winning solution. This publicity will not serve as an endorsement of any particular product or technology.

### *Relationship of Users and Challenge Sponsors*

Challenge Sponsors at all times will have the right to separately engage in transactions with Users. Each User will agree, by virtue of his, her, or its online entry to the Challenge, to allow Challenge Sponsors to buy products or license technology from him, her, or it on the most favorable terms provided by such User to any other similarly situated purchaser under an agreement entered into within twenty four (24) months following a User’s entry into the Challenge.

### *Non-U.S. Government Officials*

Each User, by virtue of his, her, or its entry to the Challenge, represents that neither he, she or it, nor any of its officers, employees, shareholders, agents, or representatives, is a non-U.S. government official or owned or operated by a non-U.S. government official.

### *Use of Prize Money*

Each User, by virtue of his, her, or its entry to the Challenge, will acknowledge and agree that if his, her, or its submission to the Challenge is awarded prize money, he, she, or it will use that prize money towards achieving commercialization of his, her, or its product or technology, and will use commercially reasonable efforts to cause such commercialization to occur as soon as practicable. Neither IDEO, Challenge Sponsors,

nor Closed Loop Partners shall be responsible for federal, state and local taxes derived from the prize money or for the withholding and/or payment of any federal, state and local income unless required by law for certain foreign companies.

#### *Closed Loop Partners Investment Right*

Neither Closed Loop Partners nor any affiliate thereof is or will be required to make, or commit to make, any investment in any User or winner of the Beyond the Bag Challenge or User or participant in the Beyond the Bag Circular Business Accelerator, nor will any User, participant in or winner of the Beyond the Bag Challenge be required, as a condition to their entry into the Beyond the Bag Challenge, to accept an investment from Closed Loop Partners or any affiliate thereof.

Closed Loop Partners, Managing Partner of the Beyond the Bag Consortium, typically reserves the right to take equity in companies participating in the firm's Circular Business Accelerator, Beyond the Bag Challenge participants will not be required to provide an equity stake, warrant, or other investment commitment. Challenge and Accelerator participants are still eligible for consideration for investment if they so choose.

#### **20. Contact Information**

If you have any questions about this TOU, please contact OpenIDEO at [hello@openideo.com](mailto:hello@openideo.com).

#### **21. Non-confidentiality**

Please do not submit confidential information as part of your application to the Beyond the Bag Challenge. Challenge Sponsors, OpenIDEO and Closed Loop Partners will not keep your idea confidential, as your idea will be copied and distributed internally to many people within the Beyond the Bag Consortium for evaluation. If you would like to keep your materials confidential, do NOT send them to us. WE WILL NOT REVIEW CONFIDENTIAL INFORMATION. Please note that if you have preliminary discussions with Challenge Sponsors, OpenIDEO or Closed Loop Partners employees, they are not authorized to accept information on a confidential or restricted basis.