

DFINITY ACHIEVEMENT UNBLOCKED GAME DEVELOPMENT COMPETITION SERIES
TERMS AND CONDITIONS

DFINITY Foundation, its subsidiaries, and its affiliates (collectively, the “Foundation”) offers the Achievement Unblocked Game Development Competition (the “Competition”) inviting Participants to develop and build online games on the Internet Computer network and ecosystem. These Terms and Conditions (the “Terms”) apply to your application and participation in the Competition, if selected, and in addition to any other Competition terms, describes the Competition’s requirements as well as the Prizes that you may receive as a potential Finalist in the Competition. The Competition is organized by the Foundation and is open from December 15, 2021 to March 31, 2022 for submissions.

While all Applications (defined below) submitted by you (as an applicant or after acceptance into the Competition by the Foundation) will be reviewed by the Foundation, your creation or release of a Project (defined below) or your engagement in any other Competition-related activities, do not obligate the Foundation to provide you with any Prize awards (defined below) or any other Competition benefits.

YOUR PARTICIPATION IN THE COMPETITION IS ENTIRELY VOLUNTARY, BUT IF YOU ARE PARTICIPATING IN THE COMPETITION, YOU MUST STRICTLY ADHERE TO THESE TERMS. IF, AS PART OF YOUR VOLUNTARY PARTICIPATION, YOU MEET THE CRITERIA LISTED BELOW AND ARE SELECTED TO MOVE FORWARD IN THE COMPETITION, YOU MAY RECEIVE CERTAIN AMOUNTS OF CASH AND/OR TOKENS (WHERE PERMITTED BY LAW) (“PRIZES”) UPON ACCEPTANCE INTO THE COMPETITION AND SELECTION BY THE JUDGING PANEL. YOU AGREE THAT ANY PRIZES RECEIVED BY YOU WILL BE FOR YOUR SERVICES IN TESTING THE FOUNDATION’S TECHNOLOGIES AS DEFINED BELOW AND AS PART OF THIS COMPETITION.

1. Certain Definitions.

“Applicant” means any team or individual that submits a video and summary to apply to be part of the Competition.

“Participant” means all individuals and/or and teams that have been selected to participate in the web series as part of the pool of 100 teams.

“Finalist” means an individual or team accepted into the pool of 100 teams who will be formally able to participate in the Competition and subsequently moves on to the final round.

“Entry” means the submitted Participant Materials, Project Proposal, and video and game summary submitted by each team or individual.

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“Intellectual Property Rights” means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secret rights, work, and any other tangible or intangible property rights recognized in any country or jurisdiction in the world.

“Participant Marks” means the trademarks, service marks, trade names and logos for your entity’s products and services.

“Participant Materials” means the Game Proposal(s), video submission, and any other materials or information provided by you (including your team members) to the Foundation in connection with the Competition.

“Prize” means the eligible amount of cash or fiat and/or utility Tokens where lawful, which may be awarded to Participants who have been selected to participate in the Competition and/or have been chosen by the Judging Panel to move to the next round of the Competition in accordance with Section 3.

“Project” means the gaming software, code, and all other materials and content that you submit (or desire to submit) to the Foundation for review and/or consideration by the Foundation for the Competition under these Terms.

“Project Proposal” means a general description of the Project, which among other details, specifies the features of the applicable Project, includes any artistic or illustrative visuals, details on your team, and information on the budget.

“Foundation Materials” means all information and materials that may be provided to Participant by the Foundation in the course of the Competition and all Intellectual Property Rights thereto.

“Judging Panel” means the team of individuals who will track the progress of each team throughout the Competition and select certain teams to progress to subsequent Competition rounds.

“Token” means the Internet Computer Protocol (“ICP”) utility token, the native unit of value on the Foundation’s blockchain.

2. Eligibility; Competition Requirements.

2.1. Eligibility. You may only participate in the Foundation Competition if:

- You are over 18 years old or are the age of majority in the jurisdiction in which you reside at the time of entry in the Competition; or a business, and in each case have registered with the Foundation and satisfied the “Participation Requirements” set forth below;
- You are a resident of a jurisdiction where entry in the Competition is not prohibited by law;

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- You are not a resident of, citizen, or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign country sanctions or embargoes;
- You, nor, if applicable, any third party entities that you represent (i) is listed or associated with any person or entity being listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations, (ii) is a person identified as a terrorist organization or any other relevant lists maintained by any governmental authority;
- Your participation in the Competition is not in violation of any national, state, or local law or regulation applicable to you;
- You are not employed in any way by the Foundation or any of its subsidiaries or affiliates or an immediate family member of anyone thereof;
- You successfully pass KYC according to a process that, in the sole discretion of the Foundation, is deemed sufficient.

2.2. Application. The Competition is open to individuals and entities that have submitted a completed Competition Entry describing the Project Proposal via the Competition website located at <https://dfinity.org/achievementunblocked/> (the "Competition Site") (or other method designated by the Foundation). Participants will be selected from this pool of Applicants and will receive a written notice from the Foundation indicating if the Applicant has been selected to participate.

2.3. Initial Screening Selection. If your application is accepted as set forth in Section 2.2 above, the Foundation will invite you to a mandatory briefing webinar and will communicate additional details of the Competition to you. You agree to follow all requirements as set forth in the Competition Site and in further instructions that may be provided to you by the Foundation.

2.4. Competition Requirements. In order to be eligible to participate in the Competition, you must do the following in accordance with any timelines communicated to you in writing by the Foundation:

- (a) execute any additional terms or forms (e.g., W9 or W8-BEN) as may required by the Foundation; and
- (b) comply with all Competition requirements as set forth in Sections 2.1 through 2.3 above and all instructions and requirements as set forth in the Competition Site.

2.5 Entrant Guidelines. Entries may NOT contain, as determined by the Foundation, in its sole and absolute discretion, any content that:

- A. is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
- B. promotes alcohol, illegal drugs, tobacco (or the use of any of the foregoing) or a particular political agenda;

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- C. defames, misrepresents or contains disparaging remarks about other people or companies;
- D. contains trademarks, logos, or trade dress, without express written consent of the rights holder(s) or a reasonably apparent lawful basis for your use(s);
- E. contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media) either without express written consent of the rights holder(s) or a reasonably apparent lawful basis for your use(s);
- F. contains materials embodying the names, likenesses, voices, or other indicia identifying any person (other than a member of your family or community for whom you have received consent) including, without limitation, celebrities and/or other public or private figures, living or dead either without express written consent of the rights holder(s) or a reasonably apparent lawful basis for your use(s);
- G. contains look-alikes of celebrities or other public or private figures, living or dead either without express written consent of the rights holder(s) or a reasonably apparent lawful basis for your use(s);
- H. communicates messages or images inconsistent with the positive images and/or good will to which Foundation wishes to associate; and/or violates any law;
- I. contains packaging or building (exteriors/interiors) owned by others.

The Foundation reserves the right to investigate and verify, conditionally reject, or reject outright any tendered Entry, in our sole and absolute discretion, that we in good faith determine may not, or does not, meet the above criteria or any terms and conditions for this Competition.

3. Production Terms. If you are selected to be a Participant in the Competition, you and all members of your team, if applicable, acknowledge and agree to the following:

3.1 All Participants must record and submit weekly testimonial video logs of themselves, their work, their process, and their environments throughout the duration of the Competition / Term.

3.2 All Participants must be willing to record and submit screen captures and videos of their work upon request from Production throughout the duration of the Competition / Term.

3.3 All Participants must be willing to correspond regularly with the production team and be willing and able to respond to them within three (3) business days and take direction with regards to their recording efforts.

3.4 All Participants grant the Foundation a royalty-free worldwide license and right in perpetuity to use their name, image, and likeness for the purposes of producing, promoting, and distributing the Competition series. This includes ownership of the content, the concept, creative

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and the show itself and may be used to broadcast on any media, network or streaming service at the Foundation's discretion.

3.5 All Participants must submit a 5-7 minute pitch video as part of their Entry in order to be eligible to join the series.

3.6 All Participants must submit a 5-7 minute exit testimonial video if they:

- a) choose to leave the series;
- b) do not pass a milestone event and are no longer on the series; or
- c) are kicked off the series for any reason

3.7 All Participants must return all equipment sent to them throughout the series, or be held financially responsible for replacements.

3.8 All Participants must be willing to present their work digitally to the best of their ability for the judging panel throughout each milestone.

3.9 All Participants must be willing to fly out to Los Angeles to present their work live and in person to the judging panel.

3.10 All Participants must be willing to have their games, codes, and processes recorded and revealed to the audience throughout the series.

3.11 All Participants must be willing to have a filming crew come to their place of residence or place of work to conduct in depth interviews throughout the term of the Participant's participation in the Competition, collect b-roll, and other screen capture footage for the purpose of being used on the series.

3.12 All Participants must participate in all onboarding, update, and production related meetings scheduled throughout the series.

4. Prizes

4.1 Prize Amounts.

To be eligible to receive any Prizes, you must be selected by the Judging Panel. THE GRANTING OF PRIZES AS PART OF THE COMPETITION IS WITHIN THE FOUNDATION'S SOLE DISCRETION AND ALL DECISIONS RELATED TO THE COMPETITION ARE FINAL AND NON-APPEALABLE. **All prize Finalists are 'potential' Finalists, subject to notification, verification and acceptance of such prizes. Taxes or other costs, if any, relating to receipt, acceptance and or use of Finalist prizes are the sole responsibility of the Participant and the Foundation is not responsible for any disputes regarding prize dispersal. Potential Finalists will be notified by sending a message to the email address, the phone number, or mailing address (if any) provided at time of registration within**

seven (7) days following completion of judging. If the notification is returned as undeliverable or potential Finalist is otherwise unreachable for any reason, the Foundation may award to a runner-up. If there is a dispute as to who is the potential Finalist, the Foundation will consider the potential Finalist to be the authorized account holder of the e-mail address used to enter the Competition. Potential Finalists may be required to sign and return an Affidavit of Eligibility, Liability/Publicity Release and a W-9 tax form or W-8 BEN tax form within 10 days of notification. If the potential Finalist does not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, the Foundation may disqualify the potential Finalist and select a runner-up.

The Foundation reserves the right in its sole discretion to substitute an alternative prize or element of a prize of equal value due to unavailability or inability to deliver such prize or prize element. If a potential Finalist resides in a jurisdiction that prohibits the exchange of cryptocurrencies, the fiat equivalent will be awarded. The Foundation reserves the right to award all cash or all fiat at its sole discretion and as permitted by law. All Competition prize consideration will be awarded solely to the officially registered Participants. In the event a potential Finalist cannot be reasonably notified, verified or confirmed based on two (2) attempts (and further attempts at The Foundation's sole discretion), a Competition prize is declined or a potential Finalist or an Entry is determined not to be eligible for Competition participation or award of a Competition prize for whatever reason, an alternate Finalist may be chosen based on the Judging Criteria in accordance with these Rules.

5. Entrant Requirements and Competition Milestones.

5.1. General. You may submit one Entry to the Foundation in connection with your participation in the Competition; one Entry per team and only one Entry per person. Teams may consist of one or up to four (4) individuals.

5.2. Additional Requirements. The Foundation may request additional information from you as may be necessary to review and/or consider your Entry or Project, and you must respond to any requests for additional information within three (3) business days from the time the request is made. You may forfeit any Prizes and/or opportunities to proceed in the Competition if (i) the Foundation is unable to contact you or your designated representative within three (3) business days of first attempted notification, or (ii) you fail to respond within three (3) business days of notification. Prizes are granted without warranty of any kind from the Foundation, express or implied, without limitation. All applicable laws and regulations apply. You agree to be bound by the decisions of the Foundation, which are final and binding on all matters pertaining to the Competition.

6. Reserved

7. Marketing and Promotion.

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7.1. **Publicity.** You will not issue any press releases or similar public announcements in connection with these Terms (including statements regarding the terms and conditions of these Terms and the details of the Competition), without the prior written approval of The Foundation.

7.2. **Publication in List.** You agree that The Foundation may, but is not required, to include the Projects in published lists and similar compilations and on its online properties during the term of the Terms and after the Competition has concluded, including on webpages, promotional materials, publications, other promotional materials regarding third party products, and the broadcasting of the series itself in any and all iterations after the original Competition has launched. You agree to provide The Foundation with product descriptions, images, logos, website links and other content regarding a Project as may be reasonably requested by The Foundation for inclusion in such lists and compilations, and for use in its related marketing activities.

7.3. **Public Relations.** You will: (a) conduct your business and activities in connection with these Terms in such a manner so as to promote a good image and public relations for the Foundation; (b) not engage in any unfair or deceptive trade practice involving the Foundation, the Foundation's services or the Internet Computer; and (c) not make any false, misleading or disparaging representations or statements with regard to the Foundation, the Internet Computer or the Foundation's services.

7.4 **Series Participation and Appearances.** You understand that your interviews and/or appearances on the Competition series may include statements by you, the Foundation, other individuals, the viewing audience, or others which may be considered surprising, humiliating, embarrassing, derogatory, defamatory, or otherwise unfavorable and in a nature which may be offensive or injurious to you, the viewing audience, the Foundation, and/or other third parties. Irrespective of whether or not such statements are factual or fictional, any such statements and any injuries allegedly caused thereby are hereby specifically included within the matters released and indemnified against herein and you fully assume all risk associated therewith. You further understand that your appearance, depiction, and portrayal in and in connection with the Competition or otherwise, and your actions and the actions of others displayed in and in connection with the Competition or otherwise, may be viewed as disparaging, defamatory, embarrassing or of an otherwise unfavorable nature, may expose you to public ridicule, humiliation or condemnation, and may portray you in a false light. Any injuries allegedly caused thereby are hereby specifically included within the matters released and indemnified against herein and you fully assume all risk associated therewith.

8. Representations and Warranties.

8.1. **Participant Representations and Warranties.** You represent and warrant that: (a) you have the authority to enter into these Terms; (b) the information submitted to the Foundation in connection with your Entry, including in any Application, is accurate and complete; and (c) none of your Participant Materials or Participant Marks infringe upon, violate or misappropriate a third

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party's Intellectual Property Rights or contain any illegal or defamatory materials, or violate any law or regulation.

8.2. Disclaimer. THE FOUNDATION WEBSITES, INCLUDING THE COMPETITION WEBSITE, AND ANY FOUNDATION MATERIALS YOU MAY HAVE ACCESS TO IN CONNECTION WITH THE COMPETITION ARE PROVIDED "AS-IS" AND "AS AVAILABLE," WITH ALL FAULTS, DEFECTS AND ERRORS, AND WITHOUT WARRANTY OF ANY KIND. THE FOUNDATION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, ARISING BY LAW OR OTHERWISE) IN CONNECTION WITH THESE TERMS, INCLUDING ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE FOUNDATION MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE COMPETITION, FOUNDATION WEBSITES OR FOUNDATION MATERIALS WILL MEET YOUR REQUIREMENTS, THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) YOUR PROJECTS WILL BE COMPATIBLE WITH CURRENT OR FUTURE VERSIONS OF THE FOUNDATION'S PRODUCTS OR SERVICES; OR (III) YOU WILL PROFIT OR DERIVE ANY ECONOMIC BENEFIT FROM YOUR PARTICIPATION IN THE COMPETITION.

9. Intellectual Property.

9.1. Participant Materials. By participating in this Competition, you hereby grant to the Foundation, Foundation's licensees and assigns, and its affiliates and their licensees and assigns, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable right and license to use, reproduce, modify, distribute, display, publish, perform, create derivative works from, transmit and access your Participant Materials, in whole or in part, including your name and likeness (both in physical and avatar/virtual format), for advertising and/or marketing purposes worldwide in connection with the Competition (and any subsequent Achievement Unblocked competitions) and with the Foundation's marketing, and for promotion of the Internet Computer, in any media formats, through any media channels or otherwise. For example, you grant the Foundation the right to demonstrate your Project in connection with promotion of the Internet Computer. You agree not to instigate, support, maintain or authorize any action, claim or lawsuit against the Foundation on the grounds that any use of the Participant Materials as provided herein, infringes any of your rights as creator of the Participant Materials, including, without limitation, trademark rights, copyrights and moral rights. You acknowledge that the Foundation may currently or in the future be developing information internally, or receiving information from other parties, that is similar to your Participant Materials. Nothing in these Terms will be construed as a representation or agreement that the Foundation will not develop or have developed products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Participant Materials. You also agree that any creative ideas, suggestions, or other materials you submit in connection with this Competition, in any form, are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and

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the Foundation in any way, and that you have no expectation of review, compensation, or consideration of any type either now or in the future.

9.2. **Participant Marks.** You grant to the Foundation a non-exclusive, irrevocable, worldwide, royalty-free, non-sublicensable, royalty-free license to use your Participant Marks solely in connection with the Competition and the activities contemplated in Section 2, in any and all media formats, including, but not limited to advertising, marketing, network and streaming services, and promoting the Foundation and the Foundation's products and services and identification of and discussion about your participation in the Competition..

9.3. **Foundation Materials.** In connection with your creation of the Participant Materials, the Foundation hereby grants Participant, during the Term, a limited license to use the Foundation Materials solely in connection with Participant's participation in the Competition. Such a limited license will automatically terminate once you are no longer a Participant in the Competition.

9.4. **Ownership.** As between you and the Foundation, (a) the Foundation owns all right, title and interest in and to the Foundation Materials and the Foundation's products and services (including, the the Foundation website and its trademarks, including all associated Intellectual Property Rights thereto), and (b) you own all right, title and interest in and to your Participant Marks, including all associated Intellectual Property Rights. There are no implied licenses granted by either party, whether by implication, estoppel or otherwise. Subject to Section 9.1, you have and retain ownership of all right, title and interest in and to your Participant Materials, including all associated Intellectual Property Rights, and any modifications, improvements or derivatives of the foregoing made by you thereto.

9.5 **Team Ownership.** Subject to Section 9.1, each team (or individual Participant if the team consists of one person) owns full rights to their game. Each team will accept full responsibility for any claims presented to Foundation by third parties regarding the game or any other material submitted by the team. Foundation reserves the right to use images, video and text material of the game, team and entry submission for the purposes of marketing the competition and the games. Foundation also reserves the right to make new content from the games including but not limited to, streaming gameplay and recording gameplay footage, without any compensation to the development team.

10. **Confidentiality.** At all times, during the term of these Terms and thereafter, and to the fullest extent permitted by law, you agree to hold all Confidential Information (as defined below) in strict confidence, not to use it in any way, commercially or otherwise, except for purposes contemplated under the Competition, and not to disclose it to others. You also agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

As used herein, "Confidential Information" means: (i) any information, materials or knowledge regarding the Foundation and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with participating in the Competition and (ii)

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these Terms. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of you; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Notwithstanding the foregoing, Confidential Information includes any information that, due to its nature or the circumstances of its disclosure, a reasonable person would know, or would have reason to know, should be treated as confidential.

11. Release and Indemnification. You agree to fully and finally release, indemnify, defend and hold the Foundation and its parent, affiliates, subsidiaries, directors, officers, employees and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Competition, harmless from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Competition, your Projects or acceptance or use of a Reward, including without limitation (i) any condition caused by events beyond the Foundation's control that may cause the Competition to be disrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of any benefit you may receive in connection with the Competition, or acceptance, possession, or use of a Reward, or from participation in the Competition; and (iii) any printing or typographical errors in any materials associated with the Competition.

12. Limitation of Liability. NEITHER THE FOUNDATION NOR ANY OTHER PARTY INVOLVED IN THE ADMINISTRATION OF THE COMPETITION WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE FOUNDATION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE FOUNDATION'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND THE FOUNDATION.

13. Termination. The term of these Terms commences from the Effective Date and continues until (i) the completion of Participant's participation in the Competition or (ii) these Terms or Competition is terminated by the Foundation, whichever is earlier (the "Term"). For example, if for any reason the Competition is not capable of running as planned due to

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unforeseen changes in business conditions, the Foundation's inability to create websites and applications for management of or participation in the Competition, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Foundation's products and services or this Competition, the Foundation reserves the right at its sole discretion to amend these Terms or cancel, terminate, modify or suspend the Competition and terminate these Terms. The Foundation may also terminate these Terms for convenience upon ten (10) days' written notice. Upon any termination, discontinuation or cancellation of the Competition or these Terms, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

14. **Privacy Policy and Personal Information.** The personal information and materials submitted by you in connection with your application to join the Competition and what you provide to us in connection with your participation in the Competition will be used for the purposes described in these Terms and will otherwise be handled in accordance with the Foundation's Privacy Policy, which may include processing or use by third parties solely within the scope of the Terms of this Agreement, located at <https://DFINITY.org/privacy-policy/>, and you acknowledge and agree to such use.

15. **Assignment.** You may not assign or transfer these Terms by operation of law or otherwise) without the prior written consent of the Foundation and any prohibited assignment will be null and void. The Foundation may assign these Terms or any rights hereunder without your consent. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

16. **Non-Solicitation of Personnel.** During the Term of these Terms and for a period of one (1) year thereafter, you agree that you will not, directly or indirectly, solicit the services of any employee or consultant of the Foundation for your own benefit or for the benefit of any other person or entity.

17. **Relationship of the Parties.** Participant's relationship with the Foundation is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to, create a partnership, joint venture, or employment relationship. Participant will not be entitled to any of the benefits that the Foundation may make available to its employees. Participant is not authorized to make any representation, contract, or commitment on behalf of the Foundation, unless specifically requested or authorized in writing to do so by an authorized officer of the Foundation. Participant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the receipt of any Prizes awarded under these Terms.

17.1 **Not a Performance.** You understand and agree that if selected to be a Participant for the Competition video series, you shall appear as yourself; your appearance shall not be a performance and does not constitute an employment relationship between you and the

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Foundation. You understand and agree that your appearance on the series does not constitute a performance within the parameters of any performing arts union or guild and under no circumstances will compensation be payable to you or on your behalf regardless of the results and proceeds of your appearance as exploited hereunder.

18. Miscellaneous. The Foundation is not responsible for transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Participant Materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Foundation on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. The Foundation is also not responsible for injury or damage to your computer or any other damage resulting from downloading any materials in connection with the Competition. In the event that any provision in these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent permitted by law and the remaining provisions will remain in full force and effect to the maximum extent permitted by law. The failure of a party to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. You agree that these Terms and the rules, restrictions and policies contained herein, and the Foundation's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and the Foundation. These Terms, any exhibits, and any other policies of the Foundation incorporated herein by reference constitute the entire agreement between the Foundation and you with respect to the subject matter of these Terms.

19. Governing Law; Dispute Resolution. These Terms will be governed by and interpreted in accordance with the laws of Switzerland excluding that body of law pertaining to conflict of laws. Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Swiss law. The seat of arbitration shall be Zurich, Switzerland. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT REGISTER OR OTHERWISE PARTICIPATE IN THE COMPETITION.