

## **Food Solutions Challenge Rules (“Challenge Rules”)**

**NO PURCHASE IS NECESSARY TO WIN.**

Void where prohibited by law.

The Food Solutions Challenge (“Challenge”) is designed to increase awareness of the connections between food production and climate change. The Challenge engages participants as both people who attend and host local events (“Participant”). Event hosts are Participants with special responsibilities to host local events (“Event Host”). By participating in the Challenge, all Participants agree to the following rules, which must be adhered to in order to participate.

### **Convener and Sponsor**

This Challenge is convened by Net Impact (“Convener”, located at 1333 Broadway, Oakland, CA 94612) with the financial support of an outside organization (the “Sponsor”). Net Impact is solely responsible for this Challenge.

### **Overview**

The Challenge is competition where eligible Participants (see General Rules below) submit entries in response to the Challenge prompt. The Challenge opens at 9:00 am PST on September 18, 2017, at which point Participants may enter the Challenge by submitting an entry in response to the Challenge prompt here: <http://bit.ly/2xNJl0T>. The Challenge will conclude at 11:59 pm PM PST on March 15, 2018.

The Challenge structure is as follows: Event Hosts agree to host Challenge events in their local communities using Challenge materials. Local event goals are twofold: 1) to raise awareness about the relevant subject areas; and 2) to ideate solutions in response to the Challenge prompt. Local event Participants will come up with an idea that they can submit to the Challenge prompt. Eligible entries will be evaluated by Net Impact staff in response to the Challenge criteria presented in the local event. Top Challenge entries will go on to the Challenge finals, where they will be evaluated by a judging panel of subject matter experts.

Each local Challenge event will be led by one or more Event Hosts who is the designated liaison with Net Impact and is financially responsible for the event. The Event Host is the person who receives the event host stipend from Net Impact on behalf of their chapter or group. The Event Host stipend must be used for expenses directly related to designing, promoting, and implementing the Challenge-related event. These expenses typically include food, prizes, equipment, printing, and local travel.

Payments may be made only to the person who signs this agreement (the Event Host) or the chapter (or registered group), not to anyone else. Net Impact does not take responsibility for any taxes related to the Event Host stipend or any prizes earned. Participants are responsible for their own taxes.

Prizes will be paid directly to the Challenge winner(s). Net Impact does not take any responsibility for any taxes related to the prizes. Winners will be notified within 10 day of judging.

## **General Rules**

Every action taken by Participants in conjunction with this contest must comply with local, state and federal laws. Participants outside the U.S. also must comply with all applicable U.S. laws.

Net Impact will provide Event Hosts will a stipend for each local event. Net Impact will not reimburse Participants for expenses they incur during the contest beyond the Event Host stipend.

Net Impact is a non-partisan organization and does not favor or discriminate against any political party. Net Impact does not support or oppose any candidates for public office.

Participants must be respectful that they are representing Net Impact's brand and its mission during the contest and while carrying out Challenge activities. Any activities or behavior that Net Impact, at its sole discretion, deems to be inconsistent with, or in opposition to, Net Impact's message may result in disqualification from this contest.

Participants must abide by all college and university rules, including university licensing and copyright rules and regulations. Sanctions for such violations are the responsibility of each participating college or university based on their own rules and regulations.

Participants must be 18 years of age or older as of the date of entry; residents of Alabama and Nebraska must be 19 years of age or older, and residents of Mississippi must be 21 years of age or older as of the entry date. All Participants attending a college or university in the U.S. must be currently registered as full-time students in good standing at a college or university accredited by a nationally recognized accrediting agency contained on the list published by the Secretary of the U.S. Department of Education pursuant to the Higher Education Act of 1965, as amended. All students attending college or university outside the U.S. must be currently registered as full-time students in good standing at a college or university determined by Net Impact to be recognized as appropriately accredited. Participants must also meet all other eligibility requirements as set forth herein.

Directors, officers, and employees of Net Impact, and the immediate family members of such directors, officers or employees, and persons living in the same household as such directors, officers or employees (whether related or not) are not eligible.

Prizes will only be awarded to eligible Participants. Prizes cannot be exchanged for alternate prizes except by Net Impact, which may substitute a prize of equal or greater value if the featured prize becomes unavailable. Not all prizes will be available to all Participants. Notably, students who attend a school not in the U.S. may not be eligible to receive the same prizes as those who attend a school in the U.S.

Participants receiving prize money or any prizes associated with Challenge are responsible for all related tax obligations.

Net Impact reserves the right to alter the Challenge Rules in any way, at any time.

Participants agree to receive email and newsletter communications from Net Impact. Participants may opt out of receiving each type of communication upon receipt.

By signing this document, Event Hosts and/or Participants affirm their commitment to the Challenge Rules.

### **Honor Code**

Net Impact will verify to the greatest extent of our ability that Participants performed honestly and in good faith, but Participants are also expected to abide by the Challenge Honor Code at all times. The Honor Code states that Participants agree to represent themselves, as well as all actions they take and report, honestly and consistently with Challenge Rules.

Any Participant found to be in violation of the Honor Code will be disqualified.

### **Intellectual Property**

Participants retain copyright ownership, if any, in the solutions generated in the Challenge, whether they are submitted at the local event, via social media, as their group's official Challenge submission, or in any other capacity. Neither Net Impact nor Sponsor shall commercialize a solution unless express written permission is granted by the Participant. However, if the Participant's solution is an idea or concept previously conceived of by Net Impact or Sponsor at the time of submission, whether or not such idea or concept has been commercialized, the Participant will not hold claim to that idea or concept. However, all Participants hereby grant Net Impact and Sponsor a royalty free license, without geographic or time limitation, to use and display their solution for promotional or advertising relating purposes in any and all media. Net Impact or Sponsor's use of the solution after the Challenge for advertising and promotional purposes may or may not include the Participant's name(s).

Participants represent, warrant and agree that they are the sole creator of their solutions of, if not the sole creator, that they have the express permission of any person who assisted them in preparing the solutions.

All solutions submitted (Submissions) will be reviewed by Net Impact to ensure consistency with intent and are subject to rejection by Net Impact. Submissions must not contain any inappropriate or offensive material, as determined solely by Net Impact. Any Submission, which in the sole opinion of Net Impact, is deemed inappropriate (e.g., defamation, nudity, pornography, gratuitous violence, inappropriate language, obscenity, illegality, racial or moral offensiveness, etc.) or is inconsistent with the theme or image of the Challenge may be rejected and will result in disqualification. Moreover, Submissions must comply with all laws, rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark,

defamation and invasion of privacy. Participants must have the legal right to use and transfer to Net Impact all photos, text and other materials used in the participant's Submissions or otherwise in the Challenge.

Participants agree to indemnify, defend and hold harmless Net Impact and its affiliates and Sponsors, along with each of their officers, directors, employees, agents, and contractors (collectively the "Related Parties"), from and against any and all liability, losses, costs and expenses (including attorney fees) incurred as a result of any Submission submitted to Net Impact in violation of any terms contained in these Challenge Rules.

Net Impact reserves the right to contact Participants and request copies of Submissions.

Neither Net Impact, nor Related Parties is responsible for lost, late, misdirected, incomplete, or non-delivered Submissions; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information.

### **Disqualification**

Net Impact reserves the right at its sole discretion to disqualify any participant or school for any reason at any time throughout the contest, including, but not limited to, disqualifying any participant and/or school where Net Impact finds a participant to be attempting to tamper with or undermine the submission process, the website, and/or the legitimate operation of this Challenge; to violate these rules or the Challenge Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Net Impact can and will, at its sole discretion, disqualify and/or dock points based on any violation of the Challenge Rules, whether concrete or subjective.

### **Multimedia Release and Privacy Policy**

Except where prohibited by law, Participants grant to Net Impact (will be confirmed in writing on request of Net Impact) and its chapter affiliates and Sponsors the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, each participant's name, portrait, picture, voice, likeness, and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification. The winners lists will be posted on the website at the time of announcement.

Participant information will be collected via the local Event Hosts and the Submission page: <http://bit.ly/2xNJloT>. This Challenge and all participant information is subject to the Net Impact privacy policy: <https://www.netimpact.org/about/privacy-policy>.

Participation in the Challenge is voluntary and Participants will not receive financial compensation of any type associated with the taking or publication of these photographs, or participation in company marketing materials or other publications.

Participants accept full responsibility for obtaining consent to use photographs, video footage, or names of students for all content related Challenge.

### **Release and Limitations of Liability**

By participating in this contest, Participants agree that Net Impact and the Related Parties will have no liability whatsoever for, and shall be held harmless by Participants against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from participation in this contest or any other Challenge-related activity, from acceptance, possession, misuse, or use of the prize or entry, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Participants agree that the Related Parties will not be responsible or liable for any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages arising out of access to and use of website [www.netimpact.org](http://www.netimpact.org) or any other website operated by Net Impact or its affiliates, or from downloading from and/or printing material downloaded from said websites. Without limiting the foregoing, everything regarding the Challenge, including the website and all prizes, are provided AS IS without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Participants understand and agree that agreement of the Challenge Rules prevents participant and his or her successors from bringing a lawsuit, claim or other action against Net Impact and Related Parties and from recovering monetary damages or other legal relief from Net Impact or Related Party in connection with any of the claims released above.

### **Sweepstakes Rules**

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### **Participant Challenge: This challenge is a sweepstakes**

Unless otherwise stated here, this challenge is subject to the Challenge Rules.

Description: This Participant Challenge is for people who attend a Food Solutions local event per the Challenge Rules. Participants are automatically entered into the Participant Challenge by

attending the event and signing in to the event with their name and email address. Multiple reports of an action don't count for the Participant Challenge.

Participants may also enter the Participant Challenge by mailing a 3x5 postcard with their name, address, school and “FOOD SOLUTIONS PARTICIPANT CHALLENGE” to:

Attn: Megan Shea  
Net Impact  
1333 Broadway  
Oakland, CA 94612

Period: The Participant Challenge opens at 9:00 am PST on September 18, 2017, and concludes at 11:59 pm PM PST on March 15, 2018.

Selection: Each Participant will receive 1 entry. Winners will be chosen at random.

Prizes: One winner will receive an iPad, one winner will receive a pair of Beats by Dre headphones, and one winner will receive a \$100 check.

Winner notification: Winners will be notified by email within 72 hours of the Participant Challenge conclusion.

### **Event Host Challenge: This challenge is a sweepstakes**

Unless otherwise stated here, this challenge is subject to the Challenge Rules outlined above.

Description: This Event Host Challenge is for people who host Food Solutions local events per the Rules above. Event Hosts can enter this challenge by demonstrating to Net Impact that they recruited 25 or more Participants to attend their Food Solutions event. Event Hosts are entered into the Challenge automatically when they submit qualifying Participant information. Net Impact may, at its discretion, email Participants to verify that they attended the Food Solutions event.

Multiple reports of an action don't count for the Event Host Challenge. Each event with 25 or more attendees earns 1 entry, regardless of how many people contribute to hosting the event. The prize for the event will go to the Event Host registered with Net Impact.

Event Hosts may also enter this Challenge by mailing a 3x5 postcard with their name, address, school and “FOOD SOLUTIONS EVENT HOST CHALLENGE” to:

Attn: Megan Shea  
Net Impact  
1333 Broadway  
Oakland, CA 94612

Period: Event Host Challenge opens at 9:00 am PST on September 18, 2017, and concludes at 11:59 pm PM PST on March 15, 2018.

Selection: Each Event Host will receive 1 entry for every 25 attendees at their event. If the event has 50 or more participants, the Event Host will receive 2 entries. Winners will be chosen at random.

Prizes: The winners will receive: an iPad.

Winner notification: Winners will be notified by email within 72 hours of the Event Host Challenge conclusion.

By signing the Food Solutions Challenge Participant Agreement, you are agreeing to the Sweepstakes rules as seen in Appendix 1 of this document.

**Age of Majority**

I attest that I am of majority age or I am not of majority age and have submitted my legal guardian's name and email address for the legal guardian consent form.

**I, the undersigned Participant, understand and will adhere to these rules and expectations.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Printed Name

\_\_\_\_\_  
College/University

**Appendix A**

**Consent of Legal Guardian**

I declare that I am the parent/legal guardian and that I have legal authority to authorize participation of the Participant in the CHALLENGE named above.

I declare under penalty of perjury under the laws of my state of residence that the foregoing is true and correct to the best of my knowledge.

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Parent/Legal Guardian Signature

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Date

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Parent/Legal Guardian Printed Name

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State of Residence