

## **Terms of Use**

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### **Trademarks**

You acknowledge and agree that THE ROCKEFELLER FOUNDATION’s name, logo, including the Challenge logo, and other Rockefeller Foundation registered trademarks and service marks (“Our Marks”) are trademarks of The Rockefeller Foundation in the United States and other countries. You may not use Our Marks for any product or service that does not belong to us, nor in any manner that is likely to cause confusion about whether we are the source, affiliated with, sponsor of or endorser of any product or service. In addition, you may not use Our Marks in any manner that disparages or discredits us.

The same apply for the name and logo owned by the Challenge partners and to the names of companies, products and services mentioned in the Site that may be the trademarks of their respective owners.

### **Registration of an Account**

As part of the Challenge application process, some areas of the Site require you to create an account as prescribed in the Privacy Policy.

### **Links, Frames and Metatags**

You may link to the home page of our Site as long as the link does not cast us in a false or misleading light or cause confusion about whether we are affiliated with, sponsor of or endorser of the website. The Site Manager prefers advance notice of such linking which can be provided to our communications team at [info@cassavachallenge.com](mailto:info@cassavachallenge.com). You may not frame the content of our Site. You may not use metatags or any other “hidden text” that incorporates Our Marks or our name without our express prior written consent.

### **Links to Other Web Sites**

Our Site may contain links to third party websites that we think may be of interest and provide them as a convenience to you. We have no control over these other sites and our links to them do not constitute our endorsement of these websites or their content. Site Manager does not sell advertising or benefit financially from any links appearing on the Site.

You should be aware when you leave our Site for another, and remember that other sites are governed by their own user agreements and privacy policies, which you should be sure to read. You agree that any visits to linked sites are at your own risk and are governed by their terms and policies.

### **Site content modification**

The Site is provided as is and Site Manager may change or withdraw the content, functionalities and services at their sole discretion even if you have started to participate in the Challenge or have taken action based on an information subsequently changed or withdrawn. Further we use various other methods for pursuing Challenge completion and they are not limited to the Site.

### **Disclaimer of Warranties and Limitation of Liability**

THIS SITE AND ALL CONTENT IS SUBJECT TO CHANGE AND IS PROVIDED BY SITE MANAGER OR THIRD PARTIES “AS IS” WITHOUT ANY WARRANTY OR CONDITION, AND WITHOUT THE UNDERTAKING OF ANY DUTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ANY DUTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IN THIS SITE IS WITH YOU. YOU AGREE THAT YOU WILL OBTAIN (INCLUDING VIA DOWNLOAD) ANY CONTENT AT YOUR OWN RISK.

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WE AND THIRD PARTIES ARE NOT LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU THAT RESULTS FROM YOUR USE OF THIS SITE OR YOUR BREACH OF ANY PROVISION OF THESE TERMS OF USE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT OF ANY PROBLEM WITH THIS SITE, THE TERMS OF USE, THE PRIVACY POLICY OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS SITE.

### **Electronic Communication**

We may deal with you electronically during the entire course of the Challenge period as defined in the Official Rules (e.g., applying for the challenge, obtaining clarification, implementing the solutions), including but not limited to having you electronically sign documents and receive electronic notices. We also reserve the right to use non-electronic communication and to require you to do so.

The Site Manager may use an anti-spam filter to protect its employees and networks from spam. Incoming email messages flagged as spam because of their content or their origin are deleted automatically. Site Manager are not responsible for the potential loss incurred by you because your email message has been flagged as a spam and deleted.

### **Release and Indemnity**

For good and valuable consideration, the receipt and sufficiency of which you acknowledge by your entry to this Site or participation in the Challenge, you hereby agree to release and waive any and all claims and/or liability against Site Manager and Third Parties, if any, arising from or in connection with your use of this Site. You also agree to indemnify and hold harmless The Site Manager and Third Parties, if any, from and against any and all third party claims, demands, fines, penalties, damages, liabilities, costs, fees, expenses or amounts of any kind or nature whatsoever, including, without limitation, attorneys' fees, arising or resulting from or in connection with your use of this Site or failure to abide by any applicable law. You also agree to cooperate fully in the defense of any of the foregoing.

### **Copyright Complaints; DMCA Compliance**

We respect the intellectual property rights of others and request that Site users do the same. If you believe that your work has been infringed under copyright law, please follow the instructions below for notifying our Digital Millennium Copyright Act ("DMCA") designated agent.

To file a notice of infringing material found on our Site, please provide a notification containing the following details:

- Identification of the copyrighted work claimed to be infringed or, if multiple works, a representative list of such works;
- Identification of the material on our Site that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- Your contact information (address, telephone number and, if available, an email address);
- A statement that you have a good faith belief that the use of the material identified in (2) is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest.

Please send this notice to:

By Mail:

DMCA Agent: Shari Patrick, c/o The Rockefeller Foundation, 420 Fifth Avenue, New York, NY 10018-2702 USA

By Fax:

Attn: Shari Patrick, DMCA Agent +1-212-852-8203

By Email:

[dmca@rockfound.org]

### **Note to Users Outside of the United States**

This Site is controlled by us from offices in the United States of America. If you choose to access this Site from locations outside the U.S. you do so at your own risk and you are responsible for compliance with any local laws. You may not use or export anything from the Site in violation of U.S. export laws, regulations, or these Terms of Use.

### **Children 12 Years Old and Under**

The Site does not contain materials that shall be filtered before being accessed by children, however the Site is not dedicated to children and we do not actively solicit information from children. Children under the age of 13 are not authorized to visit the Site and are required to obtain permission from a parent or guardian prior to visiting the Site or to providing any personal information.

### **Termination**

We reserve the right to terminate the Site and these Terms of Use at any time without notice for any reason including for your violation of any provisions of the Terms of Use, Privacy Policy and Challenge Official Rules. The Disclaimer of Warranties, Limitation of Liability, Release and Indemnity and Governing Law Sections of these Terms of Use shall survive any such termination.

### **Governing Law**

These Terms of Use will be governed by the laws of the State of New York applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive jurisdiction of the state and federal courts sitting in the State and County of New York and waive any jurisdictional, venue or inconvenient forum objections to such courts.

### **Entire Agreement**

These Terms of Use, including the Privacy Policy, and the Challenge Rules are the entire agreement between you and us and supersede any prior understandings (oral or written). The Challenge Rules supersede the Terms of Use and Privacy Policy to the extent there is any conflict.

### **Changes and Updates to Terms of Use**

We may change or update these Terms of Use and we encourage you to refer back to it each time you visit the Site. When we revise these Terms of Use we will also revise the Effective Date below. You have no continuing right to use the Site and you will be subject to the version of the Terms of Use, including Privacy Policy, in effect at the time of your visit.

Effective Date: May 12, 2016