

Submittable 

## Rules & Terms and Conditions

Explore eligibility and terms and conditions of participating in the Build A World Of Play Challenge or contact our helpful support team

**Build**   
**a world  
of play**

## Rules

Get quick answers to more frequently asked questions regarding the Build A World Of Play Challenge

[Click here to register for Build A World Of Play](#) or get more information on:

[FAQs](#) / [Organizational Readiness Tool](#) / [Timeline](#) / [Scoring Process](#)

If you already have an account, [click here to login](#).

## Terms and Conditions

### Understand your participation on this website.

Submittable Holdings, Inc., provides an online platform for skill-based competitions through various websites, including but not limited to this website, which are subject to the following terms and conditions.

Submittable has contracted with LEVER FOR CHANGE to host a Competition, as described below, on this online platform. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. THESE TERMS AND CONDITIONS SET OUT THE TERMS OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SUBMITTABLE FOR YOUR USE OF THIS WEBSITE AND THE RELATED SERVICES. BY RECOGNIZING YOUR ACCEPTANCE OF THESE TERMS,

[https://www.submittable.com/help/build-a-world-of-play/rules/?\\_hstc=56214708.3c084e14c6513e15405674e193090698.1648833145029.1649286513942.1649343417178.10&\\_hssc=56214708.2.1649343417178&\\_hsfp=2507785412](https://www.submittable.com/help/build-a-world-of-play/rules/?_hstc=56214708.3c084e14c6513e15405674e193090698.1648833145029.1649286513942.1649343417178.10&_hssc=56214708.2.1649343417178&_hsfp=2507785412)

EITHER BY REGISTERING A USER ACCOUNT AND/OR BY ACCESSING AND USING THIS WEBSITE, AS APPLICABLE, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MUST CEASE USING THIS WEBSITE AND THE RELATED SERVICES.

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### 1. Definitions and interpretation

In this document, the following capitalized terms have the following meanings, unless otherwise expressly indicated:

#### 1.1 “Affiliated Persons” means:

- **a.** the officers, employees, contractors, agents, representatives and affiliates of the Competition Sponsors, Lever for Change, and any entity associated with the funding, administration, or processing of the Competition; and
- **b.** the members of the Immediate Family (as defined below) of any of the persons identified in the foregoing clause (a). The term “Immediate Family” includes a person’s spouse/domestic partner and the parents, siblings, children and grandchildren of the person and his or her spouse/domestic partner.

#### 1.2 “Agreement” means:

- **a.** these terms and conditions;

[https://www.submittable.com/help/build-a-world-of-play/rules/?\\_hstc=56214708.3c084e14c6513e15405674e193090698.1648833145029.1649286513942.1649343417178.10&\\_hssc=56214708.2.1649343417178&\\_hsfp=2507785412](https://www.submittable.com/help/build-a-world-of-play/rules/?_hstc=56214708.3c084e14c6513e15405674e193090698.1648833145029.1649286513942.1649343417178.10&_hssc=56214708.2.1649343417178&_hsfp=2507785412)

- **b.** any amendments subsequently made to these terms and conditions; **c.** any replacement or novation of this Agreement;
- **d.** terms and conditions incorporated into this Agreement by reference; and,
- **e.** any policies, including the Privacy Policy, Rules, Terms, notices and disclaimers contained elsewhere on this Website or provided by Submittable or the Competition Sponsors in connection with the Services.

**1.3 "Award"** means any form of benefit or other forms of recognition to declared or selected Finalists and/or Awardee, as set out in the Competition Terms and Conditions.

**1.4 "Awardee"** means, in relation to any Competition posted on this Website, that Competitor whose Entry is selected by the Competition Sponsors to receive the award funding in accordance with the Competition Rules.

**1.5 "Competition"** means the Build A World Of Play Challenge posted on this Website, however expressed.

**1.6 "Competition Information"** means all Content provided in relation to a particular Competition, including the Competition Terms and Conditions.

**1.7 "Competition Sponsor"** means in relation to any Competition posted on this Website, the entity or entities responsible for the Competition or procuring Submittable and/or its owners to post the Competition, collectively. For this Competition, LEGO Foundation is the Competition Sponsor, which is partnering with Lever for Change, and other contributing entities may be added as additional Competition Sponsor(s). Lever for Change is located at 140 S. Dearborn Street, Chicago, IL 60603-5285.

**1.8 "Competition Terms and Conditions"** has the meaning given to that term in Clause 2.3.

**1.9 "Competitor"** means in relation to any Competition posted on this Website, a team of persons, or an organization that meet the eligibility requirements of this Competition and that submits or proposes to submit an Entry to the Competition. See the Rules for the eligibility requirements.

**1.10 "Content"** means any information, files, text, code, material, images, data, sounds, graphics, software, photos, designs, software downloads, goods, services

documents, layouts, applet, CGI interfaces, descriptions, illustrations, catalogues, advertisements, audio and video material or specifications contained in or referred to in this Website, obtained through or via this Website or available to be viewed by accessing any part of this Website (which may be out of date or superseded), whether it be obtained directly or indirectly, in any machine or human readable format. Without limiting the foregoing, "Content" includes any Entry submitted through or via this Website.

**1.11 "Entity"** means an entity duly organized and validly existing under state or federal law in the United States of America or duly organized and validly existing under the laws of another nation and that is represented on this Website by a person at least 18 years of age.

**1.12 "Entry"** means an entry by a Competitor in response to a Competition.

**1.13 "Entry Content"** means all Content used, in whole or in part, directly or indirectly, in describing, drafting, developing, devising, calibrating, testing, evaluating, analyzing or generating an Entry, or which itself constitutes the whole or part of an Entry, including any third party Content.

**1.14 "Finalist"** means, in relation to any Competition posted on this Website, those Competitors whose Entries are selected by the Competition Sponsors to advance in the Competition and be eligible for, and potentially be the recipient of, final Award in accordance with the Competition Rules.

**1.15 "Intellectual Property Rights"** means all intellectual property rights of any type whatsoever throughout the world including all rights which subsist in copyright, patent rights, or trademark rights, whether or not such rights are registered or capable of being registered.

**1.16 "Loss"** means any direct, indirect, special, incidental or consequential liabilities, damages, claims, losses, costs, expenses, actions, demands or suits, whether in contract, tort (including liability due to infringement of intellectual property rights or due to negligence), statute or otherwise and whether pecuniary or non-pecuniary. This includes, but is not limited to, loss of profits, legal costs and defense or settlement costs.

**1.17 "Posting(s)"** means any addition, insertion or uploading of content to this Website, as well as any submission or communication made through or via this

Website. For the avoidance of doubt, this includes (in the case of a Competitor) all Entries and Entry Content posted by that Competitor.

**1.18 "Project"** means the proposed solution submitted as an Entry to the Competition.

**1.19 "Privacy Policy"** means Submittable's privacy policies and notices posted on this Website, specific pages thereof, and/or provided by Submittable in connection with the Services.

**1.20 "Rules"** means any set of provisions that establish specific conditions, under which participants are bound, that are posted on this website, either as a notice of an extension of these Competition Terms and Conditions or in addition to these Competition Terms and Conditions.

**1.21 "Submittable"** means Submittable, an organization, with a place of business at 111 N. Higgins Ave, Suite #200 Missoula, MT, USA 59802.

**1.22 "Submittable Affiliate"** means an entity affiliated with Submittable by ownership or common ownership or any subsidiary of Submittable.

**1.23 "Services"** means the services provided by Submittable on or via this Website and includes all Competitions.

**1.24 "Third Party Sites"** means sites and resources located on servers maintained by others over whom Submittable has no control.

**1.25 "User"** means any person who has registered a user account on this Website. The term "User" includes all Competitors.

**1.26 "User Account"** means Your online account with Submittable which enables You to use this Website and includes (but is not limited to) Your username, password, rating score and feedback.

**1.27 "Website"** means any web pages contained within this domain and any sub-domains and all underlying software and infrastructure which permits the holding of Competitions. Where the context permits, 'Website' or 'website' includes the Services provided on the Website.

**1.28 "You"** means the person, team, or organization team using the Website, including a User, or an Entity duly organized and validly existing under state or federal law in the United States of America or the host country of origin that is represented on the Website by a User that is a person at least 18 years of age who is the duly authorized representative of such Entity.

**1.29 "Your"** means the possessive of the person, team, or organization using the Website, including a User.

## 2. Agreement to be bound

**2.1** Use of this Website is subject to this Agreement. You agree to be bound by this Agreement and any subsequent amendments to this Agreement, as set forth below.

**2.2** Submittable reserves the right to amend or modify this Agreement at any time, provided that if such modifications materially limit Your rights and/or expand Your obligations hereunder, Submittable will notify You electronically, such as by email or through the Website. Such material modifications will take effect on the earlier of the date You indicate Your assent (by clicking "Accept" or otherwise). No modification of the Agreement will apply to any dispute between You and Submittable that arose prior to the effective date of the modification. If at any time You disagree with the Agreement or any modifications thereof, You may terminate this Agreement and shall cease using this Website. Your continued use of the Website after the revised Agreement becomes effective (such as following notice as set forth above) indicates that You have read, understood, and agreed to the revised Agreement. Any new or different terms supplied by You are specifically rejected by Submittable unless Submittable agrees to them in a signed writing specifically including those new or different terms.

**2.3** Particular Competitions may be subject to additional terms and conditions ("Competition Terms and Conditions"). Competition Terms and Conditions will apply in addition to this Agreement and will not limit this Agreement in any way unless Submittable notifies the parties to a Competition that this Agreement is amended by the Competition Terms and Conditions. If Submittable does not provide such notification to the parties, this Agreement will prevail in the event of any inconsistency between it and the Competition Terms and Conditions.

**2.4** Submittable may alter this Website from time to time by adding or removing features. This Agreement will not be affected by any alterations to this Website.

**2.5** Users may use this Website, including but not limited to those in the capacity of a Competitor. This Agreement will apply to Your use of the Website in that capacity, but Users may also include Competition Administrators or representatives of the Competition Sponsors, and any conditions placed on them as Users are identified in the Terms.

## 3. Participation

**3.1** In order to participate in any Competition, You must register as a User. Participation on this Website is free.

**3.2** Participation is available only to Entities that are able to form legally binding contracts under applicable law. If You do not accept this Agreement, You will not be permitted to participate in any Competition or otherwise access or use the Website in any way.

**3.3** By entering, You represent that you are not:

- **a.** An individual under the age of 18 years;
- **b.** A person whose participation has been permanently suspended or terminated under Section 4 below; or
- **c.** A person who resides in or is a citizen of countries that are prohibited by law, regulation (including United States or other applicable export laws and regulations), treaty or administrative act from entering into trade relations (including export of technology) with the United States or its citizens.

**3.4** When registering as a User, You warrant to Submittable and the Competition Sponsors that:

- **a.** You are 18 years of age or older, and You are registering as a User on Your own behalf and in Your own name as a representative of an Entity (and not on behalf of and/or in the name of a third person);
- **b.** If You are representing an Entity, You have full legal capacity and power to enter into and perform Your obligations under this Agreement on behalf of the Entity; and
- **c.** You agree to act in good faith and in accordance with this Agreement.

**3.5** No individual or represented Entity may register more than once (for example, by using a different username/email).

**3.6** Acceptance of registration is at the sole discretion of Submittable. If Submittable believes that any registration has been made in contravention of clauses 3.1, 3.2, 3.3, 3.4 or 3.5 above (or otherwise in breach of this Agreement), it may refuse to accept the registration.

**3.7** You are responsible for all use of this Website made using Your User Account (and/or username/email or password), whether or not You are aware of that use or could reasonably have been aware of that use. You agree to notify Submittable immediately if You become aware of any unauthorized use of Your User Account.

**3.8** Your User Account is personal to You and may not be sold, assigned or transferred to a third party. If You attempt to sell, assign or transfer Your User Account to a third party, Submittable may suspend or terminate Your participation at its sole discretion.

**3.9** Submittable may communicate with You through the username/email that You provide at registration. You agree to notify Submittable within a reasonable time if there are any changes to Your details. If You fail to notify Submittable of any changes to Your details, You agree to waive any objection, claim, defense or recourse You might have had as a consequence of Submittable failing to communicate with You. If You change Your email address and fail to notify Submittable of the change, Submittable will be deemed to have communicated with You on the date on which it communicated with the email address most recently provided by You.

**3.10** You warrant to Submittable and the Competition Sponsors that any Content provided or posted by You (through registration or otherwise):

- **a.** is not false, inaccurate, misleading or fraudulent;
- **b.** does not infringe any third party's Intellectual Property Rights or other rights arising at law or otherwise;
- **c.** is not obscene, defamatory, libelous, threatening or harassing; **d.** does not violate any applicable law;
- **e.** does not contain or describe pornography and is not otherwise harmful to persons under the age of 18 years;



- **f.** will not create liability for Submittable or cause it to lose the services of its internet service providers or other suppliers (in whole or in part);
- **g.** will not create liability for the Competition Sponsors or Submittable of any kind.

Unlawful, plagiarized, third-party-intellectual-property-infringing, unintelligible, illegible, obscene, indecent or incomplete entries will be disqualified in the Competition Sponsors' or Submittable's sole discretion. The Competition Sponsors and Submittable reserve the right to scrutinize all new Entries for these requirements at any time during or after the Competition.

**3.11** If Submittable believes that any Content contravenes Clause 3.10 (or any other provision of this Agreement), it may remove that Content and/or take any other steps as it deems necessary to protect itself or third parties against any Loss. To the maximum extent permitted by law, Submittable will not be liable for any Loss to any person arising from the removal of Content under this Section.

## 4. Terminating Your Participation

**4.1** Subject to Clause 4.2, You may terminate Your participation at any time and without cause by notifying Submittable through this Website.

**4.2** If You terminate Your participation, this Agreement and any other applicable terms and conditions will continue to apply to any Postings made by You prior to giving the notice described in Clause 4.1 above.

**4.3** Submittable may, in its absolute discretion, terminate or suspend Your participation at any time and without notice if it believes that:

- **a.** You have breached this Agreement or any other applicable terms and conditions;
- **b.** You have acted in a way which is unlawful, or which may create liability for You, Submittable, our Users, our internet service providers or any other supplier, or the Competition Sponsors;
- **c.** Submittable is unable to verify any information provided by You;
- **d.** Other Users give negative feedback about You, which Submittable determines in its absolute discretion is worthy of termination;
- **e.** You have acted or represented Yourself in any way that Submittable or the Competition Sponsors deem that your termination is necessary.

**4.4** If Submittable terminates Your participation, Submittable may in its absolute discretion withdraw any Postings submitted or made by You. If Submittable terminates Your participation, Submittable may, at its sole discretion, immediately withdraw Your Entries, which will have no force and effect from the date on which Your participation was terminated.

**4.5** Subject to Clause 4.4, if Submittable suspends Your participation, any entries or other Postings submitted or made by You may be suspended for the period in which Your participation is suspended.

**4.6** If Your participation is terminated, either by You or by Submittable:

- **a.** You are no longer authorized to access this Website; and
- **b.** all restrictions imposed on You, licenses granted by You and all indemnities, disclaimers and limitations of liability set out in this Agreement, including clauses 10 (Limitation of Liability) and 11 (Indemnities), will survive, along with clauses 13 (Intellectual Property), 15 (Arbitration) and 17 (Miscellaneous).

## 5. Use of this Website

**5.1** You must not use the Website to facilitate or participate in any illegal activity or engage in any activity which Submittable, in its absolute discretion, considers inappropriate. Submittable reserves the right to terminate or restrict Your access to this Website immediately and indefinitely if it suspects that You are engaging in any such behavior or are in breach of any terms of this Agreement. You agree that You will only use Your User Account and this Website for the purposes of using the Services and for no other purpose. Without limiting the foregoing, in using Your User Account and accessing the Website, You agree not to:

- **a.** use Your User Account in a fraudulent or illegal manner, or email or otherwise send any materials from Your User Account which are offensive, unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable;
- **b.** use Your User Account to stalk or harass another person;
- **c.** use Your User Account to impersonate any person in any way whatsoever;

- **d.** use Your User Account to infringe the copyright, trademark, patent or other Intellectual Property Rights of any person or entity;
- **e.** use Your User Account to send advertising, chain letters, junk mail, spam or any other type of unsolicited electronic communications;
- **f.** use Your User Account to send or distribute any Content of any kind which contains a virus, spyware, malware or other harmful, disruptive or destructive component;
- **g.** intentionally or negligently use Your User Account in a way that degrades performance of this Website to other persons;
- **h.** manipulate, or attempt to manipulate, any Competition;
- **i.** use Your User Account or any mechanism, software or other scripts in relation to the Website which could disrupt or interfere with the Website or any servers, software, hardware or equipment connected to or via the website;
- **j.** restrict or inhibit any other User from using or enjoying the Website;
- **k.** distribute any pornographic, extremist or racist material or any material which might otherwise be harmful to persons under the age of 18 years;
- **l.** violate any applicable law relating to Your use of the website.

## 6. Terms specific to Competitors

**6.1** If You are registered as a Competitor, You agree and acknowledge that:

- **a.** in making an Entry, to be bound by this Agreement and all Competition Information (including the Competition Terms and Conditions) relating to the Competition;
- **b.** Submittable does not guarantee the accuracy of the Competition Information (or other Content posted on the Website), ownership of any Content, or the availability of any Award(s);
- **c.** any leader board appearing in connection with a Competition is indicative only and makes no representations and creates no entitlements in relation to any Award(s);
- **d.** Submittable does not control the decisions of the Competition Sponsors, and You release Submittable and Competition Sponsors from any claims You may have in relation to the decisions of the Competition Sponsors (including the selection of Finalists, the Awardee

and ranking of Competitors), including any defamation or other claims arising from its ranking of Competitors;

- **e.** Submittable is not responsible for any Postings provided by other Users or for the accuracy of Content provided by other Users;
- **f.** Submittable is not liable to bestow any Award(s), and You will look solely to the Competition Sponsors and any designated administrating entity for the payment of any Award(s) once final and binding;
- **g.** in the event that You have any dispute with another User, You release Submittable from all claims of any kind arising from that dispute;
- **h.** You will not initiate contact with a Competition Sponsors for the purpose of contracting separately with the Competition Sponsor to circumvent any Competition or for any other purpose; and,
- **i.** an Entry will be deemed to have been logged at the time that it is received by Submittable. You agree that neither Submittable nor the Competition Sponsors are responsible for any Entry not being received due to technical reasons or otherwise.

**6.2** Entries will be evaluated and reviewed in the manner described in the Agreement, including the Rules.

**6.3** Competitors permit Submittable, the Competition Sponsors, Lever for Change, and/or any entity designated by the Competition Sponsors, to publish any Entry, Entry Content, or Content on this website and such parties and their representatives to review the Entry, Entry Content or Content.

**6.4** By participating in this Competition, You hereby irrevocably grant to the Competition Sponsors and Lever for Change a non-exclusive, royalty free, sub-licensable, worldwide, license and right to use the Entry to the extent necessary to administer the Competition, and to publicly perform and publicly display the Entry, including, without limitation, for advertising and promotional purposes relating to the Competition. If You are selected as a Finalist or Awardee of the Competition, as a condition to accepting their respective Awards, You hereby grant the Competition Sponsors and Lever for Change a non-exclusive, perpetual, royalty free, sub-licensable, worldwide, license and right to post on the Competition Sponsors' website portions of Your Entry.

## 7. Submittable's relationship with Competitor and Competition Sponsors

**7.1** Submittable is not involved in any way in the formation of any contract between the Competitor and the Competition Sponsors. Submittable at no time acts as an agent for any Competitor.

**7.2** Submittable will not be liable to You in any respect if a Competition Sponsors or Competitor fails to perform its obligations under this Agreement or the Competition.

**7.3** The Competition Sponsors will at all times be responsible for the bestowal of any Award(s) in accordance with the Agreement and the Competition Terms and Conditions. Submittable will have no liability whatsoever in respect to the failure of a Competition Sponsor to bestow any Award(s), and You acknowledge and agree that You will not take action of any kind against Submittable in respect to any claim for any Award(s) that You may or may not have or wish to make.

## 8. Terms specific to Finalists and Awardee and Competition Sponsors and Lever for Change

**8.1** Finalists and Awardee agree that any Award is conditional upon receipt by the Competition Sponsors of any Entry Content used or consulted by that Finalist or Awardee in generating the awarded Entry and that any Award will not be made or binding until this condition has been satisfied and all other conditions of receiving an Award set forth in the Agreement (including the Rules) have been satisfied.

**8.2** By participating in the Competition, in addition to any other rights granted herein or which may be granted in any other agreement entered into between the Competition Sponsors and Submittable, on the one hand, and You, on the other hand, You, to the extent allowed by applicable law, hereby irrevocably (a) grant to each of the Competition Sponsors and Submittable and Lever for Change the right to use Your name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to

the Competition and (b) release Competition Sponsors from any liability with respect thereto.

**8.3** Attempts to notify potential Finalists and Awardee will be made using the contact information provided on the Finalist's and Awardee's Entry. The Competition Sponsors and Submittable are not responsible for e-mail or other communication problems of any kind. If, despite reasonable efforts, a potential Finalist or Awardee does not respond within five days of the first notification attempt (or a shorter time as exigencies may require), or if the Award or Award notification is returned as unclaimed or undeliverable to such potential Finalist or Awardee, such potential Finalist or Awardee will forfeit the Award and an alternate Finalist or Awardee may be selected. If any potential Finalist or Awardee is found to be ineligible or has not complied with these Rules or declines the applicable Award for any reason, such potential Finalists or Awardee will be disqualified and an alternate Finalist or Awardee may be selected.

**8.4** The Competition Sponsors acknowledge that Submittable does not make any warranties or representations as to the accuracy or utility of any Entry or associated Entry Content from a Awardee.

## 9. Taxes on Awards

**9.1** You will be responsible for any tax, levy, or other charge that may arise under any applicable law from the use of this website, including from receiving any Award(s). You acknowledge that You will not be entitled to demand any additional payment by reason of any Award(s) being subject to any tax, levy, or other charge in any jurisdiction.

## 10. Limitation of liability

**10.1** THIS WEBSITE AND SERVICES, AND ALL CONTENT ASSOCIATED THEREWITH, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SUBMITTABLE AND COMPETITION SPONSORS AND THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATED PERSONS, LICENSORS AND SUPPLIERS OF EACH EXPRESSLY DISCLAIM

ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SUBMITTABLE DOES NOT WARRANT THIS WEBSITE AND RELATED SERVICES AND THE CONTENT PROVIDED THROUGH IT, INCLUDING THE ENTRIES AND ASSOCIATED ENTRY CONTENT, TO BE AVAILABLE, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, SOFTWARE, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR USE OF THIS WEBSITE (INCLUDING THE SERVICES).

**10.2** UNDER NO CIRCUMSTANCES WILL SUBMITTABLE OR COMPETITION SPONSORS OR THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATED PERSONS, LICENSORS OR SUPPLIERS OF EITHER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THIS WEBSITE, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, EVEN IF SUBMITTABLE OR COMPETITION SPONSORS OR THE AUTHORIZED REPRESENTATIVE OF EITHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Without limiting the generality of the foregoing, You agree that neither SUBMITTABLE NOR ANY COMPETITION SPONSORS are responsible for any Loss arising out of, or in any way connected with:

- **a.** delay or inability to access or use this Website;
- **b.** reliance on any Competition Information or other Content; **c.** the transmission of any computer virus, however occurring; **d.** any unauthorized access to, modification or alteration of Content; **e.** any Content sent or received or not sent or received;
- **f.** any transaction entered into through this Website;
- **g.** any infringement of rights, including Intellectual Property Rights;
- **h.** any threatening, defamatory, obscene, offensive, harmful, inappropriate or illegal Content or conduct of any party;
- **i.** any Content sent by any third party using and/or included in this Website;
- **j.** termination of Your participation; or,

- **k.** any delays, interruptions, inaccuracies, errors, omissions or cessation of services.

**10.3** For the avoidance of doubt, You acknowledge that Submittable is a provider of an interactive computer service and that neither SUBMITTABLE nor COMPETITION SPONSORS is a publisher under Section 230 of the Communications Decency Act of 1996, and therefore not responsible for any of the Users' Postings. If, notwithstanding the provisions of this Clause 10.3, a court of competent jurisdiction holds SUBMITTABLE or COMPETITION SPONSORS liable in respect of any matters arising under or incidental to this Agreement, SUBMITTABLE'S AND COMPETITION SPONSORS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THIS WEBSITE OR RELATED SERVICES (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR USING THIS WEBSITE DURING THE 12 MONTHS PRECEDING YOUR CLAIM, OR, IF NO AMOUNT WAS PAID, SUCH LIABILITY WILL BE LIMITED TO \$100.

**10.4** You agree that neither SUBMITTABLE nor COMPETITION SPONSORS nor the third party providers of either will be liable or responsible for any failure in, or delay to, the provision of the Services, nor in SUBMITTABLE nor COMPETITION SPONSORS complying with its obligations under this Agreement, where such failure or delay has arisen as a direct or indirect result of:

- **a.** fire, earthquake, storm, flood, hurricane, inclement weather or other act of God, war, terrorism, explosion, sabotage, industrial accident or industrial strike;
- **b.** telecommunications failure, hardware failure or software failure;
- **c.** the failure of any third party to fulfill any obligations to SUBMITTABLE or COMPETITION SPONSORS; or
- **d.** any other circumstance or event which is or is not within the reasonable control of SUBMITTABLE or COMPETITION SPONSORS.

**10.5** In the event an insufficient number of eligible entries is received or the Competition Sponsors are prevented from awarding an Award or continuing with the Competition as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or



activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Competition Sponsors' control (“Force Majeure”), the Competition Sponsors shall have the right to modify, suspend, or terminate the Competition. If the Competition is terminated for Force Majeure before expiration of the Competition, the Competition Sponsors may (if it so chooses) select Finalists from all eligible, non-suspect entries received as of the date of the event giving rise to the termination.

**10.6** All obligations of the Competition Sponsors under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

**10.7** You agree that the Competition Sponsors, Lever for Change, and Submittable:

- **a.** shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Competition or any Competition-related activity, or from Your acceptance, receipt, possession, use, or misuse of any Award, and
- **b.** have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Award, including, without limitation, regarding such award’s merchantability or fitness for a particular purpose. The Competition Sponsors and Submittable assume no responsibility for any damage to Your computer system which is occasioned by accessing the Competition Website or participating in the Competition, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

## 11. Indemnity

**11.1** You agree to indemnify and hold each of the Competition Sponsors, Submittable, Lever for Change, and their owners, officers, employees, agents, Affiliated Persons and suppliers, harmless from all claims and Losses (including legal fees) due to or arising out of or in connection with

Your Postings, Competition, Competition Information and other Content (as applicable), Your use of this Website, or Your breach of this Agreement.

**11.2** You, by submitting an Entry, agree to indemnify, defend, and hold harmless each of the Competition Sponsors, Submittable, and Lever for Change, and each of their respective directors, trustees, officers, employees, agents, Affiliated Persons consultants, and successors and assigns, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Competitor's entry or any breach or alleged breach of any of Your representations, warranties, and covenants in this Agreement.

**11.3** You agree to obtain any and all insurance policies and coverage required by Your local, state, or federal governments to conduct any and all activities related to or required by Your participation in the Competition.

## 12. Access to the Site outside of the United States

**12.1** Neither SUBMITTABLE nor COMPETITION SPONSORS represents or warrants that the content on this Website complies with the laws of any country outside of the United States. If You access this Website from outside the United States, You do so at Your own risk.

## 13. Intellectual property

**13.1** You acknowledge that, as between You and Submittable, Submittable is the owner of all Intellectual Property Rights in and to this Website (excluding Postings). You acknowledge that You have no Intellectual Property Rights in or to this Website or to any Postings not made directly by you except for a limited license to use this Website as necessary to participate in a Competition or evaluate the possibility of such participation.

**13.2** You acknowledge that all text, graphics, user interfaces, photographs, trademarks, logos and artwork, including the design, structure, selection, coordination, expression, 'look and feel' and arrangement of such Content, provided by Submittable or its licensors on this Website is owned or licensed by or to Submittable and is protected by applicable copyright, patent and trademark laws and various other intellectual property rights and

unfair competition laws. No such Content can be copied, publicly displayed, modified, sold, licensed or distributed in any way by You without Submittable's prior written consent. You shall not use the names “Lever for Change,” “LEGO Foundation”, or any variation, adaptation, or abbreviation thereof, or the name of any of members, officers, employees, agents, Affiliated Persons or other representative of Competition Sponsors, or any trademark, Insignia or program identifier-owned by Competition Sponsors in any promotional material or other public announcement or disclosure, nor copied, publicly displayed, modified, sold, licensed or distributed in any way by You without the prior written consent of Competition Sponsors, which consent the Competition Sponsors may withhold in its sole discretion.

## 14. Third party sites

**14.1** From time to time, Submittable may provide, or any Content may contain, links to Third Party Sites and resources. You acknowledge that:

- **a.** Third party sites are governed by different terms and policies, and Users should refer to such terms and policies before accessing and using third party sites.
- **b.** Neither Submittable nor Competition Sponsors have any control over Third Party Sites and resources;
- **c.** Neither Submittable nor Competition Sponsors are responsible for the availability of such external sites or resources; and
- **d.** Neither Submittable nor Competition Sponsors endorse nor is either responsible for any content, advertising, products, services or other materials on or available from such sites or resources.

**14.2** You acknowledge and agree that neither Submittable nor Competition Sponsors will be responsible or liable, directly or indirectly, for any Loss caused or alleged to be caused by or in connection with Your use of or reliance on any Content or material available on or through any Third Party Sites or resource.

## 15. Arbitration

**15.1** In the interest of resolving disputes between You and Submittable or Competition Sponsors in the most expedient and cost-effective manner, You and Submittable or Competition Sponsors agree that any and all disputes arising in connection with this Agreement shall be resolved by

binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. You understand and agree that, by entering into these Terms, You and Submittable or Competition Sponsors are each waiving the right to a trial by jury or to participate in a class action.

**15.2** Any arbitration between You and Submittable or Competition Sponsors will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879.

**15.3** A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for You, by electronic mail ("Notice"). Submittable's address for Notice is: Submittable, 111 N. Higgins Ave, Suite #200 Missoula, MT, USA 59802 or [support@submittable.com](mailto:support@submittable.com). Please also send to Lever for Change, 140 S. Dearborn Street, Chicago, IL 60603-5285. The Notice must: (a) describe the nature and basis of the claim or dispute; and, (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 calendar days after the Notice is received, You may commence arbitration proceedings.

**15.4** Any arbitration hearings will take place at a location to be agreed upon by the parties to the arbitration or, if a location cannot be agreed upon, then it will be agreed upon by the arbitrators, provided that if the claim is for \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator

shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 calendar days of the arbitrator's ruling on the merits.

**15.5** YOU AND SUBMITTABLE AND COMPETITION SPONSORS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and Submittable or Competition Sponsors agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**15.6** If only Clause 15.6 is found to be unenforceable, then the entirety of this Section 15 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 17 shall govern any action arising out of or related to the Agreement. In all other cases, this Section 15 shall apply to all disputes arising out of or related to the Agreement.

## 16. Digital Millennium Copyright Act

**16.1** If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Submittable's copyright agent (the "Copyright Agent") with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- **a.** A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- **b.** 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;
- **c.** Identification of the material 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 material;

- **d.** Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- **e.** A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- **f.** A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**16.2** Submittable's designated Copyright Agent to receive notifications of claimed infringement is Copyright Agent, Submittable, 111 N. Higgins Ave, Suite #200 Missoula, MT, USA 59802, email: [support@submittable.com](mailto:support@submittable.com). You acknowledge that if you fail to comply with all of the requirements of this Section 16, your DMCA notice may not be valid.

**16.3** If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- **a.** Your physical or electronic signature;
- **b.** 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 disabled;
- **c.** A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- **d.** Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Nashville, Tennessee, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

**16.4** If a counter-notice is received by the Copyright Agent, Submittable may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Submittable's sole discretion.

## 17. Miscellaneous

**17.1** As defined in Clause 1.2, this Agreement is the entire agreement between You and Submittable relating to the subject matter herein, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between You and Submittable with respect to said subject matter. This Agreement shall not be modified except in a writing signed by both parties, or by a change made as provided in Clause 2.2. If any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of this Agreement, which is severable from said provision and will remain in full force and effect.

**17.2** If You breach any provision of this Agreement and Submittable or Competition Sponsors has knowledge (either actual or constructive) of that breach, a failure to pursue legal action or to enforce any remedy against You will not constitute a waiver of its legal rights. Any waiver of rights under this Agreement must be in writing and signed by Submittable.

**17.3** All matters relating to this Website and this Agreement are governed by and are to be construed according to the laws applicable in the state of Tennessee, United States (without regard to any rules governing choice of law). Solely in the circumstances described in Clause 15.6, You agree unconditionally to submit to the exclusive jurisdiction of the courts in Davidson County, Tennessee, in relation to all matters arising out of or in any way connected with this Agreement or this Website.

**17.4** Submittable may assign its rights and novate or transfer obligations which arise under this Agreement. You must not assign, novate or otherwise transfer Your rights or obligations under this Agreement without the prior written consent of Submittable. Any assignment attempted in violation of this Clause 17.4 shall be void.

**17.5** The parties agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or part of it.

**17.6** Unless otherwise requested in writing by You, Submittable may refer to You and Your corporate identity (if applicable) as part of promoting this Website and Submittable in the marketplace.

**17.7** Submittable accepts content uploaded from Users in good faith and on the basis of warranties provided by Users. It is Your responsibility at all times to investigate and become satisfied as to the accuracy of the information provided by any other party (including all Users) on this Website. Submittable at no time makes any representations as to the accuracy of any information provided on this Website.

**17.8** You acknowledge and agree that to the extent that this Agreement relates to a Competition, a prospective Competition or any Posting, this Agreement is intended also to be for the benefit of the Competition Sponsors, the Competitors and other Users, who are entitled to enforce the provisions of this Agreement against You.

**17.9** All notices, requests, demands, consents, approvals, offers, agreements or other communications given by You to Submittable must be emailed to Submittable at [support@submittable.com](mailto:support@submittable.com).

**17.10** In the interpretation of this Agreement, unless the contrary intention appears:

- **a.** the words 'includes' or 'including' mean 'includes without limitation' or 'including without limitation';
- **b.** a reference to a 'person' or 'entity' includes a reference to an individual, group of individuals, corporation, firm, association or other entity;
- **c.** the singular includes the plural and vice versa;
- **d.** an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally; and headings are inserted for convenience only and do not affect the interpretation of this Agreement.

**17.11** This Competition is a skills-based challenge to resolve bona fide requirements and not, for clarity, any game(s) of chance.

Find more technical information in our [Help Center](#)