



**PRIX
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**CLIMATE
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PRIZE**

Climate Solutions Prize – Terms and Conditions

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS, TOGETHER WITH THE CLIMATE SOLUTIONS PRIZE CALL FOR SOLUTIONS (“**CALL**”), AND OTHER APPLICABLE TERMS REFERENCED HEREIN, (COLLECTIVELY, THE “**TERMS AND CONDITIONS**”) GOVERN THE PRIZE AND YOUR PARTICIPATION IN IT. BY PARTICIPATING IN THE PRIZE, YOU AGREE TO BE BOUND BY

THESE TERMS AND CONDITIONS, WHICH MAY BE MODIFIED BY CLIMATE ACTION FOUNDATION FROM TIME TO TIME AS DESCRIBED IN THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OR THE CALL, YOU MAY NOT PARTICIPATE IN THE PRIZE. CAPITALIZED TERMS THAT ARE USED, BUT NOT DEFINED HEREIN, SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE CALL.

Submissions

- 1.1 A Submission may be rejected if, in the sole and absolute discretion of Climate Action Foundation: (i) the Submission is not submitted and received in accordance with the Call or these Terms and Conditions before the deadline specified in the FAQ; and/or (ii) the Submission is not in compliance with the Call or Terms and Conditions.
- 1.2 BY SUBMITTING A SUBMISSION, EACH TEAM, AS WELL AS EACH INDIVIDUAL TEAM MEMBER, AGREES THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE SUBMISSION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THE CALL AND THESE TERMS AND CONDITIONS. THE RELEASED PARTIES (AS DEFINED BELOW) WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OR MISUSE OF ANY SUBMISSION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE SUBMISSION MATERIALS); (II) PARTICIPATION IN ANY PRIZE-RELATED ACTIVITIES; AND/OR (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION. THE RELEASED



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PARTIES SHALL BE HELD HARMLESS BY THE TEAM IN THE EVENT IT IS DISCOVERED THAT THE TEAM HAS DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THE CALL OR THESE TERMS AND CONDITIONS.

1.3 Without prejudice to the disqualification rights in section 2.5 below, Climate Action Foundation (and the committees and jury contemplated in the Call) reserve the right not to disqualify a Submission, and to select any Submission that contains technical flaws.

Teams

2.1 Each Team, as well as each individual Team Member, certifies that the information that it provides during the registration process is complete and accurate. Each Team Leader (on his/her/their own behalf and on behalf of all other members of the Team) is responsible for promptly updating any of the information provided so that the registration information remains complete and accurate at all times, including without limitation advising Climate Action Foundation of any changes to the members of the Team.

2.2 No Team may include any employees of Climate Action Foundation, 2degrés, or Cycle Momentum or include members of such employees' immediate families (i.e., parents, siblings, spouse, and children). In addition, no Team may include any individuals who are involved in reviewing or judging the Submissions or members of those individuals' immediate families. Each Team member will be required to confirm the foregoing in writing to Climate Action Foundation in the Team Member Acknowledgement.

2.3 Climate Action Foundation, in its sole discretion, may refuse to register a Team or a Team member. Climate Action Foundation reserves the right, in its sole discretion, to disqualify any Team, or any member of any Team, for any breach of the Call or these Terms and Conditions.

2.4 A Team Leader must provide any additional information that may be requested by Climate Action Foundation from time to time.



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2.5 A Team may be disqualified, as determined by Climate Action Foundation in its sole discretion at any time, if:

- (a) the Team, or any member of the Team, fails to abide by Climate Action Foundation's interpretation of the letter or spirit of the Call or these Terms and Conditions;
- (b) the Team, or any member of the Team, fails to execute the Team Member Acknowledgement form as part of the registration process;
- (c) the Team, or any member of the Team, directly or indirectly communicates or attempts to communicate with any member of judging committees or jury outside of the channels contemplated in the Call, these Terms and Conditions, or at any related events;
- (d) a material dispute arises among the members of the Team;
- (e) a material dispute arises between one or members of the Team and the Qualifying Organization;
- (f) a material dispute arises between Teams;
- (g) the Team or Team members engage in conduct that brings or has the potential to bring, the Prize, Climate Action Foundation, 2degrees, Cycle Momentum, or any other Prize sponsor into disrepute;
- (h) the Team or Team members engage or attempt to engage in dishonesty or deception with a view to impacting the award of the Prize;
- (i) the Team's Submission is found to contain any incorrect, incomplete, or inaccurate information;
- (j) the Team Leader ceases to meet the eligibility criteria in the Call or these Terms and Conditions and the Team is unable to appoint a new Team Leader (who meets such criteria) within a reasonable period of time;
- (k) the Team ceases to actively participate in the Prize or misses a deadline;



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- (l) the Team, or any member of the Team, fails to execute an award agreement with Climate Action Foundation; or
 - (m) the Team fails to comply with the award agreement (once executed).
- 2.6 For greater certainty, any disqualification of a Team by Climate Action Foundation is in addition to, and not in lieu of, any other rights or remedies that may be available to Climate Action Foundation.
- 2.7 A Team may withdraw from the Prize at any time on ten (10) business days' prior written notice to Climate Action Foundation.

These Terms and Conditions

- 3.1 The Award and the Prize competition is governed by the Call, the Terms and Conditions, the FAQ, the Team Member Acknowledgement, and the award agreement (if applicable), which constitute the entire agreement between Climate Action Foundation and each Team. By registering to participate in the Prize, each Team agrees (and all Team members agree) to be bound by the Call and these Terms and Conditions.
- 3.2 Climate Action Foundation may, at any time in its sole discretion, amend all or any portion of the Call or Terms and Conditions as it deems necessary or advisable without incurring any liability or obligation to any Team whatsoever. In addition, Climate Action Foundation may, at any time in its sole discretion, change any deadlines, or postpone, suspend and resume activities. In any such circumstances, the Qualifying Organizations or the Teams or any others on their behalf will not have any claim, demand or lawsuit against Climate Action Foundation or the Released Parties.
- 3.3 Teams will be provided with notice of the amendments. If a Team is not satisfied with any amendments to the Call or Terms and Conditions, its sole remedy is to withdraw from the Prize.



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The Awards

- 4.1 Climate Action Foundation, in its sole discretion, will determine the amount of the Awards, and may decide not to make an Award, or cancel the Prize at any time and for any reason. No Team or Qualifying Organization will have any recourse against Climate Action Foundation or the Released Parties in the event it does not award or it cancels the Prize.
- 4.2 Climate Action Foundation, its partners, and sponsors have no responsibility to Qualifying Organizations, Teams and Team members for their costs in participating in or preparing for the Prize. Only the winning Team(s) will be paid by Climate Action Foundation upon the Award.
- 4.3 For greater certainty, any Award to a Team or Teams will only be provided to the relevant Qualifying Organization(s). A Team Leader or member has no right to personally claim an Award. The entrant in the Prize is the Qualifying Organization. Each Qualifying Organization is responsible for allocating the amount of the Award among the members of the Team. For the avoidance of any doubt, Climate Action Foundation will not intervene in any decision of a Qualifying Organization with respect to the allocation of an Award among the members of a Team.
- 4.4 No Team will be declared a winning Team or receive an Award until Climate Action Foundation officially confirms the Team as a winning Team in accordance with the Call and Terms and Conditions. Before being declared as a winning Team, the Team will be required to sign and return within five (14) business days of notification Climate Action Foundation's form of award agreement, which (among other things):
- (a) requires the Team to continue to advance research on the solution;
 - (b) requires the Team to publish their research;
 - (c) requires the Team to participate in speaking engagements to be determined by Climate Action Foundation;
 - (d) provides Climate Action Foundation with an ownership interest in the resulting intellectual property that is proportionate to the amount of the



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Award only in the case where the winning team is NOT affiliated to a Qualified Donnee under CRA;

- (e) provides for the payment of the Award in instalments (based upon evidence of performance);
- (f) contains reporting obligations on the research being advanced, including without limitation how the Award amounts are being spent;
- (g) requires the Team to attend the Award ceremony;
- (h) provides for an expectation of a donation to Climate Action Foundation if the research that it funds hereunder is commercialized; and contains other standard terms and conditions for agreements of this nature. The award agreement may also include terms to address instances where the Team Leader moves to another Qualifying Organization during the term of the award agreement, and Climate Action Foundation believes it is advisable for the remaining Award amounts to be provided to the new Qualifying Organization (provided it agrees to an award agreement and that the new Qualified Organization meets the eligibility criteria in the Call).

4.5 If a Team that is eligible to receive an Award: (a) fails to have its Team Leader return the properly executed award agreement within the specified time; (b) cannot accept (or is unwilling to accept) the applicable Award or award agreement for any reason; and/or (c) is determined to be in violation of the Call or Terms and Conditions (all as determined by Climate Action Foundation in its sole and absolute discretion), then the Team will be disqualified (and will forfeit an Award) and Climate Action Foundation reserves the right, in its sole and absolute discretion, to select (or not select) an alternate eligible Team from among the remaining eligible Submissions (in which case the foregoing provisions shall apply to such newly selected eligible Team).

Verification

5.1 All Submissions, Qualifying Organizations, Teams and Team members are subject to verification at any time and for any reason. Climate Action Foundation reserves



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the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Climate Action Foundation – including, without limitation, government-issued photo identification): (a) for the purposes of verifying an individual’s eligibility to participate in this Prize; (b) for the purposes of verifying the eligibility and/or legitimacy of any Submission and/or other information entered (or purportedly entered) for the purposes of the Prize; and/or (c) for any other reason Climate Action Foundation deems necessary, in its sole and absolute discretion, for the purposes of administering the Prize in accordance with Climate Action Foundation’s interpretation of the letter and spirit of the Call or these Terms and Conditions. Failure to provide such proof to the complete satisfaction of Climate Action Foundation within the timeline specified by Climate Action Foundation may result in disqualification in the sole and absolute discretion of Climate Action Foundation. The Qualifying Organizations or the Team or Team members or any others on their behalf will not have any claim, demand or lawsuit against Climate Action Foundation or any Released Parties in connection with any disqualification.

Intellectual Property

6.1 Except for Climate Action Foundation’s ownership interest, as described in section 4.4(d) above, each Team retains all right, title and interest in and to its discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights, including without limitation patents, copyrights, trademarks, topographies, know-how and trade secrets (collectively, “**Intellectual Property Rights**”). If the Team is comprised of members from different organizations, the Team is responsible for determining the ownership of any Intellectual Property Rights that may arise in connection with the Prize or any background Intellectual Property Rights that are used by the Team in connection with the Prize.

6.2 Climate Action Foundation and its licensors retain all right, title and interest in and to any logos, names, images, trademarks (whether registered or unregistered), and any goodwill associated with the Prize. Each Team, as well as each individual Team Member, agrees that it will not, at any time, register or attempt to register Climate Action Foundation’s and any Released Parties’ logos or trademarks or



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any logos or trademarks associated with the Prize, or any domain name confusingly similar thereto.

- 6.3 With respect to those Submission Materials submitted to Climate Action Foundation by a Team that Climate Action Foundation and its agents are authorized to make public (the “**Public Materials**”), each Team, as well as each individual Team Member, grants to Climate Action Foundation a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, create derivative works from, publish, translate, license, transmit, distribute and otherwise exploit the Public Materials in any manner or media and by any means of technology now known or hereafter developed. In addition, each Team, as well as each individual Team Member, hereby waives all “moral rights” in the Public Materials, and confirms that the content of the Public Materials is wholly original and that Climate Action Foundation is free to use the Public Materials as aforesaid (or that the Team has secured all necessary rights to permit Climate Action Foundation to use the Public Materials as aforesaid). Upon Climate Action Foundation’s request, the Team and each individual Team Member agrees to sign any further document(s) as may be deemed necessary by Climate Action Foundation (in its sole and absolute discretion) to confirm, perfect, or give full effect, to such grant of rights and license.
- 6.4 In addition, without limiting the generality of the foregoing, each Team, as well as each individual Team Member, hereby grants to Climate Action Foundation a perpetual, worldwide, royaltyfree, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, create derivative works from, publish, translate, license, transmit, distribute and otherwise exploit each Team member’s name, likeness, and approved biographical information in any advertising, marketing, promotion, disclosure, programming, resources, or other materials relating to Prize or in any events held by Climate Action Foundation relating to the Prize. Upon Climate Action Foundation’s request, the Team and each individual Team Member agrees to sign any further document(s) as may be deemed necessary by Climate Action Foundation (in its sole and absolute discretion) to confirm, perfect, or give full effect, to such grant of rights and license.



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Representations and Warranties

7.1 Each Team and Team Member represents and warrants to Climate Action Foundation that:

- (a) it has the power enter into the agreements contemplated in the Call or Terms and Conditions and to perform the obligations therein;
- (b) the Submission submitted by the Team is original to the Team or the members thereof, and that it has obtained all rights and waivers necessary to submit the Submission and participate in the Prize;
- (c) the Submission does not violate any law, statute, ordinance or regulation;
- (d) the Submission does not contain any reference to or likeness of any identifiable third parties, unless written consent has been obtained from such third parties;
- (e) the Submission is not defamatory, trade libellous or obscene, and does not contain, depict, include, discuss or involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by Climate Action Foundation in its sole and absolute discretion;
- (f) the Submission submitted by the Team, and the solution proposed therein, does not infringe or misappropriate any third party Intellectual Property Rights; and
- (g) it owns, or will own, or has all necessary license rights in and to, all Intellectual Property Rights in the Submission Materials.

Personal Information

8.1 Climate Action Foundation will collect personal information from members of Teams as part of the registration process and may transmit such information to Canada or other countries for its internal purposes. Climate Action Foundation is committed to maintaining the confidentiality and privacy of the information that it collects and will treat such information as “Confidential Information”.



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8.2 For purposes of these Terms and Conditions, “**Confidential Information**” means any information that (a) is confidential in nature, is treated as confidential by a party (i.e., Climate Action Foundation or a Team, as applicable), or would be considered confidential by a party exercising reasonable business judgment, and (b) is provided or transferred by or on behalf of Climate Action Foundation or a Team, as applicable (the “**Disclosing Party**”), to the other party (the “**Receiving Party**”) in connection with the Prize, whether it is marked “confidential” or not, and includes trade secrets, inventions, drawings, designs, plans, specifications, personal information, prototypes and technical, financial or business information, data, ideas, concepts, know-how associated with the climate solutions developed by Teams. For greater certainty, until the Prize awards are announced publicly, the identity of the selected Team(s) is Confidential Information of Climate Action Foundation and the award agreements are Confidential Information. Notwithstanding the foregoing, “**Confidential Information**” does not include: (i) information that the Receiving Party can show, by documentary or other evidence, was rightfully known by the Receiving Party before the Disclosing Party disclosed it; (ii) information that is or becomes generally available to the public except as a result of a breach of these or other obligations of confidentiality; (iii) information that the Receiving Party can show, by documentary or other evidence, was developed independently by or for the Receiving Party without using the Disclosing Party’s Confidential Information; or (iv) information that the Disclosing Party is authorized to disclose or make public under the Call or these Terms and Conditions, including without limitation the Public Materials.

8.3 The Receiving Party will hold the Disclosing Party’s Confidential Information in confidence and may only use it for purposes of performing its obligations in connection with the Prize. To the extent a Team gains access to the Confidential Information of another Team, the Team gaining such access agrees to promptly notify Climate Action Foundation, not to use or disclose such Confidential Information, and to destroy it when instructed by Climate Action Foundation. For greater certainty, each Team acknowledges that Climate Action Foundation may disclose the Submissions that it receives to the members of the Scientific Evaluation Committee, Enhanced Evaluation Committee, and the International Prize Jury (who shall each be obliged to enter into confidentiality agreements with Climate Action Foundation).

8.4 These obligations of confidentiality survive the award of the Prize.



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Liability

- 9.1 Each Team, as well as each individual Team Member, agrees that Released Parties (as defined below) shall not, to the maximum extent permitted by applicable law, be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the Team's participation in the Prize, including without limitation the failure of the Prize or the Prize process to meet the Team's needs, expectations, instructions or specifications or in relation to any late, lost, misdirected, incomplete or incompatible Submissions.
- 9.2 Without limiting the generality of the foregoing, the Released Parties will not be liable for: (a) any failure of the Climate Solutions Prize website or any other website or platform during the Prize competition; (b) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (c) the failure of any Submission, Submission Materials and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (d) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Prize; (e) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (f) any combination of the above.
- 9.3 EACH TEAM'S PARTICIPATION IN THE PRIZE IS AT ITS OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE PRIZE, AND ALL MATERIALS ON THE CLIMATE SOLUTIONS PRIZE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE RELEASED PARTIES DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED.
- 9.4 Each Team, as well as each individual Team Member, agrees to defend (at Climate Action Foundation's option), indemnify and hold harmless each of Climate Action Foundation, 2degrés and Cycle Momentum and any other Prize or related event sponsors, and each of their respective officers, directors, employees and agents (collectively, the "**Released Parties**"), from



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and against any and all claims, liability, losses, actions, proceedings, suits, damages, settlements, penalties, fines, costs, or demands, including without limitation reasonable legal and accounting fees, resulting from or related to:

- (a) the Team's breach of any provision of the Call or these Terms and Conditions; or
- (b) the Team's violation, alleged violation or misappropriation of any Intellectual Property Right.

9.5 The Climate Solutions Prize website may contain links to third party websites. Climate Action Foundation provides these links only as a convenience. If you decide to visit any linked site, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. Climate Action Foundation is not responsible for the content of any such linked sites or any other web page that is not part of a Climate Solutions Prize website and under Climate Action Foundation's control. Unless otherwise expressly provided, Climate Action Foundation makes no representation or warranty regarding, and does not endorse, any linked site or the information, products or services appearing on it. Accordingly, each Team and all users of the website agree that Climate Action Foundation will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from the Climate Solutions Prize website, or compliance of the site with any legal obligations with respect to privacy or other applicable laws.

9.6 For greater certainty, any indemnification, warranties and limitations of liability under the Call or these Terms and Conditions remain in effect following any disqualification or withdrawal of a Team and survive the Team's participation in the Prize.

9.7 In the event of any discrepancy or inconsistency between the Call, these Terms and Conditions and disclosures or other statements contained in any Prize-related materials, including, but not limited to: television, print or online advertising and/or any instructions or interpretations of these Terms and Conditions given by any representative of Climate Action Foundation; these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law. The invalidity or



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unenforceability of any provision of the Call or these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

General

10.1 The Call, the Terms and Conditions and the Prize are governed by the laws of Quebec. The decisions of Climate Action Foundation with respect to all aspects of the Prize are final and binding on all Teams (and Team members) without the right of appeal. No Team may assign its rights or obligations under the Call or Terms and Conditions to anyone. Climate Action Foundation may, without prior notice to a Team and without a Team's consent, assign the Call, Terms and Conditions and the Prize to another entity and upon such assignment the assignee shall assume all of Climate Action Foundation's rights and obligations hereunder and Climate Action Foundation shall be released. Climate Action Foundation may perform its obligations under the Prize through its agents, suppliers or subcontractors. Climate Action Foundation's failure to insist upon or enforce strict performance of any right or provision of the Call or the Terms and Conditions shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in the Call or Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. No waiver of any breach of any provision of the Call or Terms and Conditions by Climate Action Foundation shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. If any provision of the Call or Terms and Conditions is unlawful, void, or for any reason unenforceable, then that provision is deemed severable from the Call or Terms and Conditions and will not affect the validity and enforceability of any remaining provisions. The Call and Terms and Conditions shall not be modified except by Climate Action Foundation.