

2015 Global Space Balloon Challenge Terms and Conditions

I.

PARTICIPANT AGREEMENT

- (a) Acceptance of Terms. Registering for this challenge constitutes entering into a legal agreement (the “Agreement”) between you, the participant (“Participant”), and GSBC (the “Organizer”) (each a “Party” and collectively the “Parties”). By executing this Agreement electronically, Participant hereby agrees to all terms, conditions and obligations of this Agreement. The purpose of this Agreement is to establish the conditions for Participant to participate in the Global Space Balloon Challenge (the “Competition”) to be conducted between April 10 and April 27, 2015, and which is intended to encourage people to build their own space hardware, and to promote the spirit of hardware hacking and international STEM collaboration.
- (b) In order to be eligible for the Competition, Participant must be a member of a team, which must consist of at least two (2) participants (“Team”). Participant must be of legal age to form a binding contract under the Laws (as defined below) of the United States and any other applicable jurisdiction. In the event Participant is considered a minor under the Laws of the United States or any other applicable jurisdiction, such minor’s parent or legal guardian hereby acknowledges and agrees to such minor’s participation in the Competition, and all references herein to the agreement or consent of “Participant” shall mean that such parent or legal guardian agrees or consents. Participant must provide name when registering. Each Team shall designate one leader to serve as the liaison between the Organizer and the Team (“Team Leader”).

II. THE WINNING TEAM(S) OF THE COMPETITION (“WINNER”) WILL BE SELECTED BY A PANEL OF JUDGES, CONVENED BY THE ORGANIZER IN ITS SOLE DISCRETION (THE “JUDGES”). BEFORE A TEAM IS ELIGIBLE TO BE A WINNER, EVERY PARTICIPANT ON THE TEAM MUST INDIVIDUALLY REGISTER AT [HTTP://WWW.BALLOONCHALLENGE.ORG/](http://WWW.BALLOONCHALLENGE.ORG/) (THE “WEBSITE”) AND AGREE TO THE RULES, TERMS AND CONDITIONS THEREIN, AS MAY BE AMENDED FROM TIME TO TIME, AND THOSE RULES AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. PARTICIPANT ACKNOWLEDGES AND AGREES THAT, WHILE THERE IS NO COST TO ENTER THE COMPETITION, PARTICIPANT AND/OR THE TEAM WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH PARTICIPANT’S ACTIVITIES IN CONNECTION WITH THE PREPARATION FOR OR PARTICIPATION IN THE COMPETITION AND PARTICIPANT WILL NOT RECEIVE PAYMENT OR REIMBURSEMENT OF ANY KIND IN CONNECTION THEREWITH. EXECUTION OF THIS AGREEMENT INDICATES THE WILLINGNESS AND INTENT OF PARTICIPANT (AND, IF NECESSARY, THE CONSENT OF PARTICIPANT’S PARENT OR LEGAL GUARDIAN) TO PARTICIPATE IN THE COMPETITION AND TO FOLLOW AND ABIDE BY ALL THE TERMS, CONDITIONS AND REQUIREMENTS IN THIS AGREEMENT, THE RULES SET FORTH IN SECTION 2.2 (THE “RULES”), AND ANY APPLICABLE FEDERAL, NATIONAL, SUPRANATIONAL, STATE, PROVINCIAL, LOCAL OR SIMILAR STATUTE, LAW, ORDINANCE, REGULATION, RULE, CODE, ORDER, TREATY REQUIREMENT OR RULE OF LAW (“LAW”) THAT IS IN EFFECT IN PARTICIPANT’S JURISDICTION OR ANY OTHER RELEVANT JURISDICTION.

COMPETITION DETAILS

II.1. Overview.

- (a) The Competition is the coming together of people around the world to simultaneously fly high altitude balloons from every corner of the globe, celebrating an age where anyone can reach the edge of space for a few hundred dollars and a few weekends of work. By providing a specified launch window and central online platform, the Competition enables teams to showcase their unique cultures while working together to educate the next generation and push the boundaries of what is technologically feasible.
- (b) The Competition will be conducted by the Organizer and will be sponsored by those sponsors and partners, as may be amended from time to time, listed at the Website (collectively, “Sponsors”) (including but not limited to Stanford University, University of Michigan, Massachusetts Institute of Technology, Sparkfun, Zero2Infinity, ChemChina, HAB Supplies, Students for the Exploration and Development of Space, Space Generation Advisory Council, Yuri’s Night, World Space Week, Arduino). The Team or Teams that best meet the judging criteria in the Rules (set forth in Section 2.2) and meet all other terms, conditions

and requirements in this Agreement will be declared a Winner by the Judges and will be eligible to receive the stated prizes.

II.2. Challenge Rules.

- (a) Each high altitude balloon launched by a Team for the Competition must carry at least a GPS device and a camera to take photographs or video footage. In order to be eligible to be a Winner, Teams must submit at least one photograph taken during the Competition to the Organizer by email to the Contact Person (as defined below) listed in Section 6.3 on or before May 18, 2015, unless local Law requires delay due to weather, in which case the Team Leader must contact the Contact Person within a reasonable period of time, but in no event later than May 18, 2015. All photographs submitted may be used by the Organizer on terms pursuant to Section 4.3 below.
- (b) The specific criteria on which Teams will be judged is available at the Website and shall be incorporated herein by reference. In the event of any inconsistency between the Website and the provisions of this Agreement, the latter shall prevail.
- (c) Each Team is responsible for meeting Federal Aviation Administration airspace regulations, or equivalent regulations for a given area. This includes notifying the appropriate authorities before launch, as applicable in Team's launching jurisdiction.
- (d) The Organizer may, in its sole and absolute discretion, implement such additional terms and rules (herein or <http://www.balloonchallenge.org/>) as it deems appropriate to administer the Competition. Such amended rules shall become Rules and shall be binding on Teams as if set forth fully herein.
- (e) The final interpretation of all Rules is at the discretion of the Organizer and the Judges. The Organizer reserves the right to change the Judges or number of Judges involved in the Competition at any time and for any reason.

II.3. Competition Period. The Competition will be conducted from April 10 to April 27, 2015, unless extended in the Organizer's sole discretion.

II.4. Government Regulations and Licensing. By registering for, and participating in, this Competition, Participant agrees to comply with all Laws, including those relating to export control and nonproliferation, and the Laws of any relevant state or local jurisdiction that pertain to or govern any activities conducted by Team in connection with the Competition. This Competition is void where prohibited by Law.

II.5. Prize Distribution.

- (a) The Organizer will issue prizes to the Winner no later than sixty (60) days after the announcement of the Winner and submission by the Team Leader of such Winner of a mailing address and verification of age.
- (b) Participant acknowledges that the Organizer shall only be obligated to distribute prizes to the designated Team Leader. Participant further acknowledges that any failure of the Team Leader to make distributions of any kind to the rest of the Team is the responsibility of the Team Leader, and not the responsibility of the Organizer.
- (c) If applicable, Participant agrees to report any prize winnings to any and all relevant tax authorities, as required by Law in any applicable jurisdiction.

II.6. Disclosure of Confidential Information. Participant understands that he or she may be sharing information with the public about themselves, their Team, their technology designs, and other information as part of the Competition. Except where prohibited by Law, by participating in the Competition, Participant hereby consents to the storage, use and disclosure of the information provided by Participant, including under Section 1.1(c).

III. TERMINATION AND ELIMINATION

- III.1. Grounds for Elimination. The Organizer reserves the right to eliminate any Team from the Competition at the Organizer's sole discretion (including, but not limited to failure to meet any material term of this Agreement or the Rules or any behavior described in Section 3.2), at which point, this Agreement shall terminate with respect to each participant of such Team (such act (an "Elimination") and such Team, an "Eliminated Team"). Members of an Eliminated Team may not further participate in the Competition and an Eliminated Team shall no longer be eligible as a Winner. Participant agrees to abide by a decision for removal made by the Organizer, without contest, legal recourse, or any other action of protest of the decision.
- III.2. Prohibited Conduct. Participant agrees to refrain from any unsafe, unethical or unsportsmanlike conduct. Unsportsmanlike conduct includes, but is not limited to, derision of others, public release of misleading or inaccurate information about the Competition or other Teams, and any attempt to delay Competition operations.
- III.3. Delay or Cancellation. Participant acknowledges that circumstances may arise that require the Competition to be delayed indefinitely or cancelled. Such delay or cancellation, and/or the termination of this Agreement, shall be within the full discretion of the Organizer and its assignees, and Participant accepts any risk of damage or loss due to such delay, cancellation, and/or termination.

IV.

INTELLECTUAL PROPERTY RIGHTS

IV.1. Use of Names, Trademarks and Insignias. Participant may not use the names, trademarks or insignias of the Organizer or Sponsors, or their respective collaborators, affiliates, or other related entities (“Partners”), on Participant’s hardware and printed materials related to the participation in the Competition without the prior written consent of the Organizer or Sponsors, as the case may be. Participant agrees that unauthorized use of such names, trademarks and insignias may result in an Elimination.

IV.2. Media Rights.

- (a) Team retains all media rights related to the story of its participation in the Competition. Team agrees that Partners will retain all media rights related to the story of the Competition.
- (b) Each Team agrees to let Partners use the name and likeness, as well as video footage and photographs or sound recordings of the Team (without charge) as may be reasonably required in connection with the media material prepared and distributed by the Organizer relating in any way to the Competition. Participant hereby releases Partners from any and all claims and demands arising out of or in connection with the use of such media material, including, but not limited to, any claims for libel, infringement of the right of publicity, invasion of privacy and portrayal in a false light.

IV.3. Intellectual Property Rights.

- (a) By participating in the Competition, Participant hereby grants Partners a non-exclusive, world-wide, perpetual, irrevocable and royalty-free license to reproduce, distribute, publicly display, publicly perform (including, as applicable, by means of a digital audio transmission), and create derivative works of all photographs, video, and other copyrightable material provided by Teams or Participant to the Organizer (including pursuant to Section 2.2) (such material, collectively, (“Licensed Works”), for use in connection with the Competition, including any marketing or promotion thereof.
- (b) Participant shall defend Partners thereof against any claim, demand, suit or proceeding made or brought against them by a third party alleging (i) that the Licensed Works infringe or misappropriate the intellectual property rights of a third party; (ii) libel, infringement of the right of publicity, invasion of privacy and portrayal in a false light arising out of the use of the Licensed Works; or (iii) that the Licensed Works violate any applicable law, and Participant shall indemnify Partners from any damages awarded against, and for reasonable attorney’s fees incurred by, Partners in connection with any such claim, demand, suit or proceeding.

V. INSURANCE, WAIVER AND INDEMNIFICATION

- V.1. Insurance and Indemnification. Participant agrees to obtain any and all insurance policies and coverage that may be required by local, state, or federal governments to conduct any and all activities related to the Competition. Participant shall indemnify and hold harmless the Organizer, Sponsors and their respective directors, members, staff, officers, agents, employees and related affiliates (“Releasees”) for any costs, claims or damages from any acts or omissions of such Participant or any damages arising therefrom related to Participant’s Competition activities.
- V.2. Waiver, Release, and Covenant Not to Sue. In consideration for the opportunity to compete in the Competition, Participant hereby releases, waives, discharges and covenants not to sue Releasees from any and all present and future liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, loss of property or revenue or profits, whether direct, indirect, or consequential, or injury, including death, that may be sustained by Participant, or to any property belonging to Participant, while participating in the Competition, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law, except in the case of gross negligence or willful misconduct on the part of the Releasees.
- V.3. Assumption of Risk. Participant hereby elects to voluntarily participate in the Competition, knowing that the activities may be hazardous to Participant and Participant’s property. Participant hereby assumes any and all risks arising from Participant’s participation in the Competition and voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by Participant, or any loss or damage to property owned by Participant, as a result of participating in the Competition, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES, whether such injury, death, damage or loss arises through negligence or otherwise, to the fullest extent allowed by law, except in the case of gross negligence or willful misconduct on the part of the Releasees.

VI. GENERAL PROVISIONS

- VI.1. Governing Law. Any dispute arising out of or relating to or in connection with this Agreement shall be governed by, and construed in accordance with, the Laws of the State of California and the exclusive jurisdiction and venue for any actions arising out of, relating to or in connection with this Agreement shall be the United States District Court for the Northern District of California or in a California State court located in the County of Santa Clara.
- VI.2. Effective Date. The effective date of this Agreement is the date on which the Participant executes this Agreement.

- VI.3. Notice. The following contact (or his designee) (the “Contact Person”) shall be available to Participant for purposes of providing periodically updated information, to coordinate planning of the Competition, and to perform other interfacing functions between Team and the Organizer as necessary. Any communication regarding the Competition or this Agreement should be directed to the Contact Person.

David Gerson
President of GSBC
spaceballoonchallenge@gmail.com

- VI.4. Complete Agreement. This Agreement constitutes the entire agreement between the contracting Parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. THERE ARE NO WARRANTIES, REPRESENTATIONS, COVENANTS OR AGREEMENTS, EXPRESS OR IMPLIED, BETWEEN THE PARTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. Any amendments or modifications of this Agreement shall be in writing and executed by the contracting Parties.
- VI.5. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the Law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- VI.6. Assignment. This Agreement may not be assigned by Participant to any party without the prior written consent of the Organizer. The Organizer may freely assign this Agreement to its designated agent.