



## TERMS & CONDITIONS

**The following describes the terms applicable to the use of the 49 website (the “Site”). Your use of the Site forms a legally binding contract with 49 based on these Terms of Use. If you have registered as a member, you will be bound to these Terms of Use as well as additional terms in any applicable Challenge-Specific Agreement. PLEASE READ THE FOLLOWING CAREFULLY. If you do not accept the Terms of Use as stated here, do not use the Site. 49 may revise these Terms of Use at any time by posting an updated version to this Web page.**

**User Registration.** To use the Site, you must register as a member. Your site usage membership will remain active until 1-month after the social distancing challenge. You may cancel your membership at any time by contacting [morgan@fiftyminusone.com](mailto:morgan@fiftyminusone.com) As part of the registration process, you will select a password and a login name. You agree that your registration information will at all times correctly represent your true identity and age and you also confirm that if you are under the age of 16 you have express permission from a parent / guardian to enter this competition. You may not use a login name of another entity or person. You may not disclose or share your password to any third parties or use your password for any unauthorised purpose. You agree to notify 49 of any unauthorized use of your account or breach of security, including loss, theft, or unauthorised disclosure of your password or credit card information. You will be responsible for maintaining the confidentiality of your password(s).

**The Site.** This Site provides a service whereby entities may post a challenge. By using this site, you acknowledge that 49 does not control in any manner the nature, quality, legality or timing of any challenge. You agree that 49 is a neutral forum for any challenge posted on this site. 49 will use diligent efforts to maintain the Site; however, operation of the Site and Services available over the Internet may be interfered with by numerous factors outside of 49’s control and it cannot guarantee continuous, uninterrupted access to such Services. 49 reserves the right to add, delete or change Services available through the Site at any time.

**Eligibility.** This challenge has age-groups ranging from 11-26. If you are under 16 years of age you must have express permission to enter the competition from a parent or legal guardian. By accepting these terms and conditions you confirm that you have asked for and received that express permission. If you have not asked or have not been granted permission please do not use the Site. In addition, if you reside in a country that is prohibited by law, regulation, treaty or administrative act from entering into trade relations with the United States or its citizens, you may not use this Site.

**Others' Information.** 49 does not guarantee the accuracy of the information on the Site or ownership of any information in any challenge posted on the Site. While 49 believes such

information to be posted in good faith, 49 does not control the information provided by others that is made available through the Site. You agree to look solely to the posting party for any claims you may have regarding their information.

**Your Information.** You may have the opportunity to communicate with other users. Any information you provide to 49 during your registration or use of 49 Services, in any public message area, through any mail feature, or which is otherwise generated out of your use of the Services, is subject to the following:

1. *Your Content.* You are solely responsible for the content of your information or Proposed Solutions. 49 acts merely as a conduit for the distribution and/or publication of that information. 49 reserves the right to take any action with respect to such information that it deems necessary or appropriate in its sole discretion if 49 believes information is inappropriate for the Site or the Services, may create liability for 49, or may cause 49 to lose (in whole or in part) the services of its Internet service provider, advertisers, or other suppliers. You agree that your information will be accurate and will not, to the best of your knowledge: (a) infringe any third party's copyright, trademark, patent or other proprietary rights or rights of publicity or privacy, (b) violate any law (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), or (c) be libelous, unlawfully threatening, or unlawfully harassing
2. 49 will only use your information in accordance with its Privacy Policy

**Responses to Challenges.** If you respond with a submission to any posted challenge you agree that all information provided to 49 as part of your registration and your submitted response can be shared with the party posting the challenge. You also agree that your Proposed Solution is subject to any additional terms and conditions in any applicable Challenge-Specific Agreement. You agree that all submissions are voluntary and submitted on a NON-CONFIDENTIAL basis on your part and that no confidential or contractual relationship is to be established by the submissions or implied from consideration of the submissions. 49 will consider this information otherwise private and will not share this information with any party other than the party posting the challenge.

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**System Integrity/Compliance.** You agree not to use any device, software or routine to interfere with the proper working of the Site or which is intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. You agree not to take any action that imposes an unreasonable load on our infrastructure. You agree not to take any actions which may undermine the integrity of any feedback system, such as: leaving feedback for yourself; leaving feedback for other users using secondary accounts or third parties; or leaving feedback intended to influence action that is outside the scope of the Site. You are solely responsible for compliance with all applicable laws and regulations regarding your use of the Services and transfers of technologies in which you are involved, including without limitation all applicable import/export requirements, and 49 will have no responsibility with respect thereto.

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responsible for, and at INSERT 49's request defend 49 from, third party claims arising out of the information you provide to 49 for publication or any breach by you of this agreement.

**General.** This Agreement shall be interpreted in accordance with the laws of England and Wales and any legal proceeding arising out of this Agreement will occur in England. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors, and assigns of the parties hereto. This Agreement (and the policies referenced herein and incorporated by reference) constitutes the entire agreement between 49 and you with respect to the subject matter hereof, and you have not relied upon any promises or representations by 49 with respect to the subject matter except as set forth herein. You shall not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law. The governing language of these Terms of Use, each Solver Agreement or Challenge-Specific Agreement, and the Privacy Policy is English.