



2021 GYEC Terms and Conditions

Global Youth Entrepreneurship Competition (henceforth known as the "Competition") admit students of any sex, race, color, religion, national or ethnic origin. It does not discriminate on the basis of sex, race, color, religion, handicap, and sexual orientation, national or ethnic origin in the administration of its admission process, education policies, scholarship programs, athletic and other school-administered programs.

The following Terms and Conditions constitute a legally binding contract between our institution and you (the "Parent" or "you"), in connection with the enrollment of your child as a participant in the Competition's online program. You represent and warrant that you are the parent or legal guardian of the student, or that you are otherwise acting as the agent of the student's parent or legal guardian and are fully authorized to consent to these Terms and Conditions on behalf of the student's parent or legal guardian.

1. Enrollment and Tuition Policy:

All tuition fees are due before a participant is able to fully enroll and begin his or her online program(s). Upon the successful submission of tuition/fee, participants will participate in an orientation session in order to understand how to enroll in courses and how to access their programs/courses. Only after tuition has been submitted will participant be given access to their chosen courses.

1.1 Cancellation/Withdrawal Policy:

1.1.1 2021 GYEC Preliminary Round and Final Round

Cancellation/Withdrawal Policy:

If you cancel your child's enrollment before being invited to competition platform, we will refund you 80% of application fee and remove your child's progress with the Competition (only if you have not entered the competition platform). If you cancel an enrollment after entering the competition platform, we will not be able to make any refund.

1.1.2 UCSB Entrepreneurial Pre-College Program

Cancellation/Withdrawal Policy:

If you cancel an enrollment before starting your child's class(es), we will refund you 100% tuition minus the nonrefundable \$250 enrollment fee and remove your child's educational progress with the UCSB (only if you have not attended any classes). If you cancel your child's enrollment after starting your child's class(es), we will provide a pro-rated refund based on the number of classes taken minus the nonrefundable \$250 enrollment fee.

2. Accurate Records:

The Competition is not responsible for damages or expenses due to inaccurate information provided by the student. Lost or damaged mail, wrong name, wrong date of birth, or invalid shipping address, may require a replacement fee for the cost of that item.

3. Computer Skills Notification:

It is assumed that your child has basic computer skills and thus knows how to use a computer's basic functions. There are no refunds given based on your child's inability to navigate through the Internet or not understanding the basics of how to navigate a website or use a computer. This website is designed for children with average user experience and skill level.

4. Violation of Terms & Indemnity:

If your child violates the Terms and Conditions, his or her permitted use is automatically terminated. You agree to indemnify, hold harmless and defend the Competition from all loss, liability, damage, or claims, including reasonable attorneys' fees arising out of your or your child's act(s) or omission(s), any breach of the Terms and Conditions, or any unauthorized use of this website.

5. Legal Proceedings:

In the event either party brings any lawsuit, claim or action for any relief, declaratory or otherwise, arising out of this website, these Terms and Conditions, and/or on account of any breach or default hereof, the prevailing party shall be entitled to receive reimbursement from the other party for all the attorneys' fees, costs, and expenses that the prevailing party has incurred.

6. Public Forum:

This website may utilize message boards, and/or news groups available to its users. Please remember that the information that is disclosed in these forums becomes public information. You should not disclose your personal information which you do not wish to become public information when using these forums. In addition, any conduct or content that is illegal or inappropriate is strictly prohibited in the website. The views, content and opinions expressed in the public forums do not necessarily represent the views and opinions of the Competition.

7. User Submissions & Student Behavior Policy:

Generally, any communication posted on platform is considered to be non-confidential. By posting communications to the website, you and your child automatically grant the Competition an irrevocable nonexclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed and to sublicense such rights through multiple tiers of sub-licenses. As a user, you and your child are responsible for your own communications and are responsible for the consequences of their posting. You and your child must refrain from the following: post material that is copyrighted, unless you and your child are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you and your child own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image; post advertisements or solicitations of business; post chain letters or pyramid schemes; or impersonate another person. The Competition does not represent or guarantee the truthfulness, accuracy, or reliability of any of communications posted by other users or endorses any opinions expressed by users.



You acknowledge that any reliance on material posted by other users will be at your and your child's own risk. The Competition does not screen communications in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications, which allegedly do not conform to this Agreement, the Competition may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. The Competition has no liability or responsibility to users for performance or nonperformance of such activities. The "Competition" reserves the right to expel users and prevent their further access to the website for violating the Competition's Terms and Conditions, or Applicable Law (as defined in Section 10 below) and the right to remove communications that are abusive, illegal, or disruptive in Competition's sole and absolute judgment.

8. Agreement to the Terms and Conditions:

By accessing this Competition, you acknowledge and consent to these Terms and Conditions and all Applicable Law (as defined in Section 10 below) are governing this website and the delivery of services to your child by the Competition. Please make sure you and your child have fully reviewed and agreed with these Terms and Conditions, prior to accessing the coursework.

9. Permitted Use & Access:

Your child is permitted a limited, revocable authorization to access, utilize, browse or simply view this website solely for your own personal, non-commercial use. Your use and conduct are strictly regulated by Applicable Law as defined in Section 10 below. Any other use is strictly prohibited.

10. Jurisdiction, Venue & Disputes:

This website is operated by the Competition who makes no representation that the Materials, Terms and Conditions, or website are legal or appropriate for use in all countries. If you choose to access this website, you do so at your own risk. You agree that any dispute whatsoever arising under our Terms and Conditions, the use or access of and/or involving this website, shall be governed by and construed in accordance with the laws of the State of California, United States (collectively referred to herein as "Applicable Law") without regard to its conflict of law provisions. Any and all lawsuits, actions or proceedings are subject to the exclusive jurisdiction of the state and federal courts located in San Jose, California.

11. IP & Publicity Provision:

11.1 For the Competition:

This website and all materials, including but not limited to, images, content, illustrations, design, posts, audio clips, video clips, operation, structure, "look and feel", software, logos, pictures, trade names, trademarks, other commercial or product designations of the Competition, and any other related property ("Materials") are the property of the Competition and/or third-party licensors. These Materials are protected from unauthorized copying and/or dissemination by copyrights that are owned or licensed by the Competition. You and your child are strictly prohibited from modifying and/or altering Materials including but not limited to the Materials'

copyright legends and/or proprietary notices. You and your child may not reproduce, sell, perform, create derivative works from, republish, upload, post, transmit, frame, display, publicly perform, or distribute in any way whatsoever Materials from this website (including but not limited to the use of the Materials on any other website and/or in a networked computer environment) without the prior written consent of the Competition. Any modifications or use of Materials in any manner not provided herein shall constitute an infringement of the Competition's rights. Separately, you and your child shall not identify or refer to the Competition in any public announcement, communication, press release, advertising or other promotional modality regardless of its form without the prior written consent from the Competition.

11.2 For Participants:

Projects submission and all presentation material must be the original work of team members. Team members are responsible for ensure that the TEAM owns or has the right to use any intellectual property included in its project. Each participant further represents that, to the best of his or her knowledge, any submission by the team does not violate the patent, copyright, trademark trade secret or any other intellectual property right or right of privacy or publicity of any third party.

If a team utilizes or is dependent upon a website, each participant represents that such partipant has secured all necessary rights and permissions in the domain name and any other materials utilized on such website, and that, to the best of his or her knowledge, such website and domain name do not violate the trademark or any other intellectual property right or right of privacy or publicity of any third party.

Each participant/team is responsible for:

- a. Protecting the intellectual property of his, hers or the team's.
- b. Setting protocols to define procedures should the team disband, including but not limited to appropriate protective provisions in the team's bylaws or operating agreement.
- c. Consulting its own attorney for intellectual protection. The Competition does not provide any legal advice to any participant or such participant's team.

Competition judges, and the Competition understand the need for confidentiality. However, the Competition does not require any individual participating in the Competition or attending the pitch events to sign non-disclosure agreements as a condition to participate in the Competition. **THE TEAM AND ITS MEMBERS SHOULD TAKE APPROPRIATE ACTION TO PROTECT THEIR INTELLECTUAL PROPERTY AND CONFIDENTILIATY PRIOR TO THE COMPETITION.**

If team members are concerned about confidentiality and they have not taken steps to protect their intellectual property and/or confidential information, they are strongly encouraged to consult with their own attorney(s) **PRIOR** to the Competition, and/or not to disclose information during the Competition that is considered to be trade secret or confidential. Any information withheld during the Competition may result in a lower score by the judging panels.

12. Privacy:

By submitting an application, each participant agrees to the Competition disclosing the participant's personal information to its sponsors, contractors, agents to assist in conducting the Competition.

13. Publicity and Promotional Activities:

Each participant acknowledges and agrees that the non-confidential elements of the submitted material connected with the Competition, including publication of the projects, name and logo can be used in the public domain on the Competition website and all other forms of advertising.

The prize winner(s) must, at the Competition request, participate in all promotional activity (such as publicity, photography, or interview) surrounding the award. Winners consent to the Competition using their name and image in promotional materials.

14. Disclaimers:

The Competition does not promise that this website or its materials shall be complete, reliable, error free, free of contamination, or uninterrupted. The website and its materials are provided on "as is" and "as available" basis. The Competition and its suppliers, to the fullest extent permitted by law, specifically disclaim all warranties, expressed or implied of any nature whatsoever related to every aspect and element of this website including but not limited to the warranty of merchantability and fitness for a particular purpose. If your and your child's use of the website or the materials results in the destruction of software and/or hardware, or the need for servicing or replacing equipment or data, the Competition is not and shall not be responsible for any of those costs whatsoever. Further, in no event shall the Competition, its suppliers, or any third parties mentioned at this site be liable for any damages whatsoever (including, without limitation, direct, foreseeable, special, incidental and/or consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use and/or inability to use the web site and/or the material, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Competition is advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you or your child.