

SuitUp Terms and Conditions

These are the terms and conditions (the “Terms”) governing your participation in any SuitUp owned and operated event, meeting, conference, or activity (“SuitUp Competition”). By registering for the SuitUp Competition you agree to all terms outlined below, which create a binding legal contract between the SuitUp Competition owner and host of activity, SuitUp Incorporated, (“SuitUp” or “Owner”, “Organizer”, “Organization”), the registered participant (“you” or “Participant”), and corporate sponsors (“Representatives”). The internet-based applications, software, services and websites (the “Services”) offered by SuitUp are displayed through a platform called Bevy. If you are registering on behalf of another individual (i.e. parent registering for a student or assistant registering for a supervisor), it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are wholly responsible for ensuring that you have made the Participant aware of these terms and that they have accepted these terms. If the Participant does not agree to these terms, then they may not access or use the service.

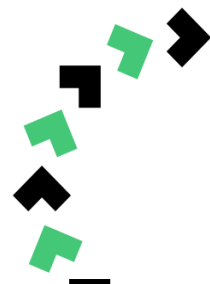
WAIVER AND RELEASE

1. **Waiver and Release of Claims.** In consideration for the Participant’s participation in the SuitUp Competition, I hereby unconditionally and forever release and discharge the Organization and the Representatives (together, the “**Released Parties**”) from any and all liability, loss, damages, claims, proceedings, and attorney’s fees of any kind and of whatever nature, and whether in law or in equity which I or the Participant may have or which may accrue as a result from the Participant’s participation in the SuitUp Competition. This release and waiver includes, in each such case, all claims in respect of the risks noted above, whether caused by the negligent acts or omissions of the Released Parties, or otherwise. I agree not to sue, for any reason, any of the Released Parties.

0. **Publicity:** I understand and agree that while participating in the SuitUp Competition, the Participant may be photographed, videotaped, filmed or interviewed by the Organization or its Representatives. In connection therewith, I hereby irrevocably authorize and grant the Organization and its Representatives the perpetual, worldwide, fully paid-up, royalty-free right and license to (i) record my participation and appearance at the SuitUp Competition on photography, video, audio or any other medium; (ii) use my name, image/likeness, voice, and/or attributed statements and all materials created by or on behalf of the Organization or the Representatives at the SuitUp Competition that incorporate any of the foregoing (the “**Materials**”) in or for the Organization’s publications (including, but not limited to, brochures, newsletters, email blasts, the Organization’s website, Facebook, Twitter, Instagram and any other social media platforms) and for any purpose; and (iii) reproduce, modify, create derivative works of, distribute, publicly display and otherwise commercially exploit, in print, electronic or any other medium, now or hereinafter devised, copies of the Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Organization, and that the Organization has no liability for any editing or alteration of the Materials or for any other effects resulting from the Organization’s use of the Materials, or the Organization’s presentation of me. I hereby irrevocably waive any and all rights of privacy or publicity, or other rights of a similar nature. **If you do not wish to agree to this publicity consent, or wish to withdraw your consent, please email admin@volunteersuitup.org.**

0. **SMS Communications: To the extent that the Participant is over the age of thirteen (13) years old as of the event date,** I agree that the Organization and its Representatives may contact the Participant by way of SMS messages (including text messages), and if the Participant is under the age of thirteen (13) years old, then the Organization and its Representatives may instead contact me via SMS messages (including text messages) regarding the same. In connection with the foregoing, I understand that the Participant or I may receive such SMS message (including text messages), from the Organization or from our Representatives.

0. **Use of Ideas:** While involved in the SuitUp Competition, the Participant will be interacting, brain- storming, and problem-solving with other participants, Representatives and third-parties under the Organization’s supervision. Any idea, invention, development or know-how conceived, developed or reduced to practice or disclosed by the Participant during the SuitUp Competition (collectively, “**Inventions**”) may be used and commercially exploited by the Organization and any of its Representatives without need for any specific action or notice or any consideration to the Participant other than as provided for by in this agreement. I hereby grant the Organization a perpetual, irrevocable, non-terminable, worldwide royalty-free, sublicensable, transferable license to all Inventions and all intellectual property rights therein import, use, offer for sale, sell, license, distribute and otherwise commercially exploit the Inventions and p that use, incorporate or practice any Inventions. I agree to execute any documentation requested by the C





confirm, perfect or record such license and the Organization's rights in Inventions and rights to use Materials.

0. General Provisions. This Liability Waiver and Release will be legally binding to the fullest extent permitted by law on the Participant and on me, my heirs, next of kin, assigns and legal representatives, and will run in favor of, and may be enforced by, each of the Organization and the Representatives. If any provision of this Liability Waiver and Release is found to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

0. Consent to share personal data. In order for SuitUp to operate and manage the SuitUp Competition, SuitUp gathers certain limited information which it may share with its partners and Representatives. We will use your personal data in accordance with the privacy practices that we describe in our privacy notice at Annex A (please request a copy if needed).

