

## RODDENBERRY PRIZE RULES

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### RULES

Thank you for your interest in the Roddenberry Prize (the “Competition”). The Competition is sponsored by The Roddenberry Foundation. The Rules governing this Competition (“RULES”) are stated here as an extension of the Program Terms & Conditions. The full TERMS are available for your review by accessing them on this Website. The RULES constitute “Competition Terms and Conditions” under Clause 2.3 of the Terms. Capitalized words used but not defined in the RULES have meanings given to them in the TERMS.

#### **1. Eligibility**

The Roddenberry Foundation welcomes applications from organizations or entities that have a recognized legal existence and structure under applicable law (State, Federal or Country) and that are in good standing in the jurisdiction under which they are organized. Organizations in the following categories are eligible organizations and may submit proposals:

- a. An organization that has been nominated by approved institutional investors, including impact investors, venture capitalists, accelerators, and other similar institutions.
- b. An organization recognized as a 501(c)3 organization by the Internal Revenue Service under the United States Internal Revenue Code (the “Code”).
- c. An organization organized under the laws of a foreign jurisdiction which has received a tax determination letter from the IRS or has been determined to be the equivalent of a section 501(c)(3) and 509(a)(1) or (2) organization by a qualified tax practitioner for which an equivalency determination has not expired.
- d. An entity that is recognized under the law of the applicable jurisdiction as a non-governmental organization, an educational organization, a charitable organization, a social welfare organization, a not-for-profit organization, or similar-type entity that is not a for-profit organization or government agency.
- e. A for-profit organization and in good standing under the laws of the local jurisdiction in which it operates that is not a charitable organization but whose proposal has as its primary purpose the accomplishment of a charitable or educational purpose under Section 501(c)(3) of the Code and with respect to which no private interests will receive more than an incidental private benefit as determined by The Roddenberry Foundation.

Organizations may be required to certify that the laws of their governing jurisdiction do not prohibit or restrict the receipt of the Award under this Competition. The Roddenberry Foundation reserves the right to reject the Application of an organization if, in the Foundation’s sole discretion, the laws of the governing jurisdiction applicable to the organization would prohibit or limit the Roddenberry Foundation from proceeding with the Competition as intended or the consideration or making of any

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Award would impose additional administrative, tax, operational, or legal burdens on the Competition Sponsor.

### **2. Ineligible Persons or Entities**

The following persons or entities are ineligible to apply for the Prize:

- Organizations comprised entirely of government officials or employees are not eligible to submit applications. Individuals who submit applications on behalf of an eligible organization and are also government officials or employees will be responsible for ensuring that their participation in the Competition is permitted by the rules and regulations relevant to their position and that they have obtained any authorization that may be required by virtue of their government position.
- Current and former directors, officers, employees or agents of The Roddenberry Foundation, and any of their subsidiaries and affiliates; Immediate Family (spouse, parent, child, sibling and their respective spouses, regardless of where they live) of such persons; or any persons living in the same households of such persons.
- Persons who are members of the Advisory council, judges or other reviewers of Prize Entries.

### **3. Guidance Related to Non-Charitable Applicants**

Organizations applying to the Competition that are not recognized as charitable Section 501(c)(3) organizations under the Code must ensure that any Award funds will be used solely for charitable purposes and will not result in private benefit to other people, organizations, or entities other than incidental benefit that is a necessary byproduct of the accomplishment of the charitable or educational purpose.

### **4. Supporting Documentation**

In addition to the application requirements published on this website, all applicant organizations will be required to submit the following documents before they are considered for any Grant:

- Tax determination letter, if applicable.
- If You are not a public charity exempt from taxation under Section 501(c)(3) of the Code, a statement that The Roddenberry Foundation grant funds will be spent only for charitable, religious, scientific, literary or educational purposes, and that The Roddenberry Foundation grant funds will not be used for lobbying purposes.
- Any other legal documentation governing the organization that will receive and be responsible for the Grant Award – the need for any additional documents will be determined on a case-by-case basis.

### **5. Financial and Organizational Capacity**

All applicants must demonstrate their financial and organizational capacity to carry out the proposed project and to appropriately manage any Grant Award.

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### 6. Treatment and Use of Intellectual Property

Each application should reflect the anticipated ownership, use, and licensing of any Intellectual Property Rights. You represent and warrant that Your Entry is an original work created solely by You, that You own all Intellectual Property Rights in and to the Entry, and that no other party has any right, title, claim or interest in the Entry, except as expressly identified by You to us in writing in Your application. You retain all right, title and interest in any inventions, software or work of authorship You invent or create. The ownership and use of Intellectual Property Rights arising from this competition remains with You.

### 7. License to Use Entry

Portions of Your application, including *Organization Name*, *Proposal Title*, and *Vision*, may be published on this website; the remainder of Your application will only be viewed by prize administrators, peer reviewers, and the Evaluation Panel judges.

### 8. Prohibited Use of Award Funds

Grant Award funds must be used for the project for which they are awarded, and may not be used:

- For non-charitable or non-educational purposes;
- To carry on propaganda or otherwise to attempt to influence legislation within the meaning of Code Section 4945(d)(1);
- To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of Code Section 4945(d)(2); or
- To pay fees or wages for the services of fundraising or fundraising consulting firms.
- To make a grant to any individual for travel, study, or other similar purposes, or to make a grant to any organization, except in compliance with the provisions of Sections 4945(g) or (h), as the case may be.

### 9. Grant Agreement

The successful applicant or Awardee will be expected to enter into a written grant agreement with The Roddenberry Foundation containing key terms and conditions which are separate from these RULES and TERMS posted on this Website for this Competition. To ensure that You are prepared to enter into such a separate agreement, guidance is provided. **NOTE:** Each grant agreement governing the use of Awards may vary, depending on the nature of the project and the organization receiving the Award.

### 10. Reporting

Any Grantee who enters into a grant agreement to receive funding will be required to submit annual reports to The Roddenberry Foundation. In addition, Grantees will meet with the Roddenberry Board of Directors regularly to share updates.

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### 11. Other Rules

- 12.1** Your application must be in English.
- 12.2** You must complete registration to participate in the Competition. Individuals representing an applicable organization must be 18 years of age or older at the time of entry. You cannot reside in nor be governed by countries that are prohibited by law, regulation (including United States or other applicable export laws and regulations), treaty or administrative act from entering into trade relations (including export of technology) with the United States of America or its citizens.
- 12.3** Your Entry must meet the application requirements stipulated on this Website. You must comply with all deadlines posted on this Website. Your Entry may not, in the sole and unfettered discretion of the Roddenberry Foundation contain obscene, provocative, defamatory, or otherwise objectionable or inappropriate content. The Roddenberry Foundation reserves the right to cancel, modify or suspend Competition in whole or in part without liability to You. The Roddenberry Foundation also reserves the right to disqualify You from participating.
- 12.4** By participating in The Roddenberry Prize, You represent, warrant, and agree that:
- a. You are the sole author, creator, and owner of the Entry;
  - b. the Entry is not the subject of any actual or threatened litigation or claim;
  - c. the Entry does not and will not violate or infringe upon the Intellectual Property Rights, privacy rights, publicity rights, or other legal rights of any third party;
  - d. the Entry does not and will not contain any harmful computer code (sometimes referred to as "malware," "viruses" or "worms"); and
  - e. the Entry, and Your use of the Entry, does not and will not violate any applicable laws or regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions. If the Entry includes any third-party works (such as third-party content or open source code), You must provide the Roddenberry Foundation with all appropriate licenses and releases for such third party works. In the event You cannot provide all such required licenses and releases, the Roddenberry Foundation reserves the right, in the Competition Sponsor's sole discretion, to disqualify the applicable Entry.
- 12.5** By submitting Your Entry, You agree (on behalf of You and Your organization) irrevocably to release, discharge and hold harmless the Roddenberry Foundation and their employees, officers, directors and representatives from any Loss arising out of Your participation in the Competition and the acceptance and use, misuse, or possession of any Award(s). The
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Roddenberry Foundation does not assume responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Competition entries or entry forms; or alteration of entries or entry forms. The Roddenberry Foundation is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or any website, human errors of any kind, or any combination thereof, including any injury or damage to Competitors' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Competition. In the event of a dispute about the identity of any Competitor, an online registration will be declared as if made by the authorized account holder of the e-mail address submitted at time of entry.

- 12.6** THIS COMPETITION IS VOID WHERE PROHIBITED. Competitors agree that this Competition shall be subject to and governed by the laws of the United States of America and the forum of any dispute shall be in the courts of the United States of America.
- 12.7** If for any reason the Competition is not capable of running as planned, due to infection by computer virus, bugs, worms, Trojan horses, denial of service, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Roddenberry Foundation that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Competition, Roddenberry Foundation reserve the right, at their sole discretion, to disqualify any individual(s) who tamper with the process, and/or to cancel, terminate, modify, or suspend the Competition. If the Roddenberry Foundation terminates the Competition, Roddenberry Foundation will not retain any rights in the submitted Entries.
- 12.8** The Roddenberry Foundation reserves the right in their sole discretion to disqualify any Competitor who is found to be tampering with the entry process or the operation of the Roddenberry Prize, to be acting in violation of these RULES, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Roddenberry Prize, or to annoy, abuse, threaten, or harass any other person.
- 12.9** Entry into the Roddenberry Prize does not constitute entry into any other Roddenberry Foundation competition or promotion that may be offered by the Roddenberry Foundation and/or their affiliates.
- 12.10** The Roddenberry Foundation reserves the right to disqualify any participant who violates these RULES, the TERMS and any standards of behavior expressed or implied in them.
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- 12.11** The Roddenberry Foundation reserves the right to perform background checks prior to the determination of Awardees on key individuals associated with the proposed solution that will require authorization from the individuals and the disclosure of certain personal information. The refusal by the key individuals to provide necessary authorizations or information may disqualify the Application.
- 12.12** The names of the Awardees will be posted on this Website for such period of time as the Roddenberry Foundation deems reasonable.

**Contact Information:**

You may contact us with any questions or comments about these RULES. You may reach us at: [prize@roddenberryfoundation.org](mailto:prize@roddenberryfoundation.org).