

Terms & Conditions

RAMPIT, LLC (“RAMPIT”) provides an online platform for skill-based competitions through various websites, including but not limited to this Website, as defined below, which are subject to the following terms and conditions (the “Terms”). RAMPIT has contracted with Lever for Change to host the Challenge, as defined below, on this online platform. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. THESE TERMS SET OUT THE TERMS OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND RAMPIT FOR YOUR USE OF THIS WEBSITE AND THE RELATED SERVICES. BY RECOGNIZING YOUR ACCEPTANCE OF THESE TERMS, EITHER BY REGISTERING A USER ACCOUNT AND/OR BY ACCESSING AND USING THIS WEBSITE, AS APPLICABLE, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE, YOU MUST CEASE USING THIS WEBSITE AND THE RELATED SERVICES.

1. Definitions and interpretation

In this document, the following capitalized terms have the following meanings, unless otherwise expressly indicated:

1.1 “Affiliated Persons” means:

a. The respective officers, directors, trustees, employees, contractors, agents, representatives and affiliates of the Challenge Sponsor, Lever for Change, and any entity associated with the funding, administration, or processing of the Challenge, including, without limitation, the W.K. Kellogg Foundation Trust; and

- b. the members of the Immediate Family (as defined below) of any of the persons identified in the foregoing clause (a). The term “Immediate Family” includes a person’s spouse/domestic partner and the parents, grandparents, siblings, children and grandchildren of the person and their respective spouses/domestic partners.

1.2 "Agreement" means:

- a. these Terms;
- b. any amendments subsequently made to these Terms;
- c. any replacement or novation of this Agreement;
- d. terms and conditions incorporated into this Agreement by reference; and,
- e. any policies, including the Privacy Policy available at <http://www.racialequity2030.org/privacy-policy>, rules, including the Rules, terms, notices and disclaimers contained elsewhere on this Website or provided by RAMPIT or the Challenge Sponsor in connection with the Services.

1.3 "Applicant" means an Entity that meets the eligibility requirements of the Challenge and that submits or proposes to submit an Entry to the Challenge. See the Rules for the eligibility requirements.

1.4 "Award" means any form of benefit or other forms of recognition to declared or selected Finalists and/or Awardees, as set out in these Terms.

1.5 "Awardee" means an Applicant whose Entry is selected by the Challenge Sponsor to receive a final Award in accordance with the Rules.

1.6 “Challenge” means Racial Equity 2030 posted on this Website, however expressed.

1.7 "Challenge Information" means all Content provided in relation to the Challenge, including the Challenge Terms and Conditions.

1.8 "Challenge Sponsor" means the W.K. Kellogg Foundation.

1.9 "Challenge Terms and Conditions" has the meaning given to that term in Clause 2.2.

1.10 "Content" means any information, files, text, code, material, images, data, sounds, graphics, software, photos, designs, software downloads, goods, services documents, layouts, applet, CGI interfaces, descriptions, illustrations, catalogues, advertisements, audio and video material or specifications contained in or referred to in this Website, obtained through or via this Website or available to be viewed by accessing any part of this Website (which may be out of date or superseded), whether it be obtained directly or indirectly, in any machine or human readable format. Without limiting the foregoing, "Content" includes any Entry submitted through or via this Website.

1.11 "Entity" means an entity duly organized and validly existing under state or federal law in the United States of America or duly organized and validly existing under the laws of another nation and that is represented on this Website by a person at least 18 years of age.

1.12 "Entry" means an entry by an Applicant in response to the Challenge.

1.13 "Entry Content" means all Content used, in whole or in part, directly or indirectly, in describing, drafting, developing, devising, calibrating, testing, evaluating, analyzing or generating an Entry, or which itself constitutes the whole or part of an Entry, including any third party Content.

1.14 "Finalist" means an Applicant whose Entry is selected by the Challenge Sponsor to advance in the Challenge and be eligible for, and potentially be the recipient of, a final Award in accordance with the Rules.

1.15 "Intellectual Property Rights" means all intellectual property rights of any type whatsoever throughout the world including, without limitation, all rights which subsist in copyright, patent rights, or trademark rights, whether or not such rights are registered or capable of being registered, and all trade secret rights.

1.16 "Loss" means any direct, indirect, special, incidental or consequential liabilities, damages, claims, losses, costs, expenses, actions, demands or suits, whether in contract, tort (including liability due to infringement of Intellectual Property Rights or due to negligence), statute or otherwise and whether pecuniary or non-pecuniary. This includes, but is not limited to, loss of profits, legal costs and defense or settlement costs.

1.17 "Posting(s)" means any addition, insertion or uploading of content to this Website, as well as any submission or communication made through or via this Website. For the avoidance of doubt, this includes (in the case of an Applicant) all Entries and Entry Content posted by that Applicant.

1.18 "Project" means a proposed solution submitted as an Entry to the Challenge.

1.19 "Privacy Policy" means RAMPIT's privacy policies and notices posted on this Website, specific pages thereof, and/or provided by RAMPIT in connection with the Services.

1.20 "Rules" means any set of rules or other provisions that establish specific conditions, under which Applicants are bound, that are posted on this Website, either as a notice of an extension of these Terms or in

addition to these Terms, including but not limited to the Rules available at <http://www.racialequity2030.org/rules>

1.21 "RAMPIT" means RAMPIT, LLC, a Tennessee limited liability company, with a place of business at 11205 Lebanon Road, Suite 515, Mount Juliet, TN 37122-5545.

1.22 "RAMPIT Affiliate" means an entity affiliated with RAMPIT by ownership or common ownership (including The Common Pool, LLC, and 23Com Software, LLC) or any subsidiary of RAMPIT.

1.23 "Services" means the services provided by RAMPIT on or via this Website and includes the Challenge.

1.24 "Third Party Sites" means sites and resources located on servers maintained by others over whom RAMPIT has no control.

1.25 "User" means any individual who has registered a User Account on this Website. The term "User" includes, without limitation, any individual who accesses or uses this Website on behalf of an Applicant or other Entity.

1.26 "User Account" means Your online account with RAMPIT which enables You to use this Website and includes (but is not limited to) Your username, password, rating score and feedback.

1.27 "Website" means any web pages contained within this domain and any sub-domains and all underlying software and infrastructure which permits the holding of the Challenge. Where the context permits, 'Website' or 'website' includes the Services provided on this Website.

1.28 "You" means a User and, if the User has accepted these Terms on behalf of an Applicant or other Entity, such Entity.

1.29 "Your" means the possessive of a User and, if the User has accepted these Terms on behalf of an Applicant or other Entity, such Entity.

2 Agreement to be bound

Use of this Website is subject to this Agreement. You agree to be bound by this Agreement and any subsequent amendments to this Agreement, as set forth below. A User who represents an Entity agrees to be bound by this Agreement on the User's own behalf and on behalf of such Entity.

2.1 RAMPIT reserves the right to amend or modify this Agreement at any time, provided that if such modifications materially limit Your rights and/or expand Your obligations hereunder, RAMPIT will notify You electronically, such as by email or through this Website. Such material modifications will take effect on the earlier of the date You indicate Your assent (by clicking "Accept" or otherwise) or use this Website following receipt of such notice. No modification of the Agreement will apply to any dispute between You and RAMPIT that arose prior to the effective date of the modification. If at any time You disagree with the Agreement or any modifications thereof, You may terminate this Agreement and shall cease using this Website. Your continued use of this Website after the revised Agreement becomes effective (such as following notice as set forth above) indicates that You have read, understood, and agreed to the revised Agreement. Any new or different terms supplied by You are specifically rejected by RAMPIT unless RAMPIT agrees to them in a signed writing specifically including those new or different terms.

2.2 The Challenge may be subject to additional terms and conditions ("Challenge Terms and Conditions"). Challenge Terms and Conditions will apply in addition to this Agreement and will not limit this Agreement in any way unless RAMPIT notifies the parties to the Challenge that this Agreement is amended by the Challenge Terms and Conditions. If RAMPIT

does not provide such notification to the parties, this Agreement will prevail in the event of any inconsistency between it and the Challenge Terms and Conditions.

2.3 RAMPIT may alter this Website from time to time by adding or removing features. This Agreement will not be affected by any alterations to this Website.

2.4 Users may use this Website, including but not limited to those in the capacity of an Applicant. This Agreement will apply to Your use of this Website in that capacity, but Users may also include Challenge administrators or representatives of the Challenge Sponsor. However, notwithstanding anything to the contrary in the Agreement, the terms of the Agreement apply to the Challenge Sponsor and its representatives only to the extent expressly specified in the Agreement.

3 Participation

3.1 In order for an Entity to participate in the Challenge, a User representing the Entity must create a User Account. Participation on this Website is free.

3.2 Participation in the Challenge is available only to Entities that are able to form legally binding contracts under applicable law.

3.3 If You do not accept this Agreement, You will not be permitted to participate in the Challenge or otherwise access or use this Website in any way.

3.4 By participating in the Challenge, You represent that you are not:

- a. An individual under the age of 18 years;
- b. A person whose participation has been permanently suspended or terminated under Section 4 below; or

- c. An individual who resides in or is a citizen of, or an organization organized or operating in, any country that is 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 or its citizens.

3.5 When registering as a User, You represent and warrant to RAMPIT and the Challenge Sponsor in your individual capacity that:

- a. You are 18 years of age or older, and You are registering as a User on Your own behalf and in Your own name as a representative of an Entity (and not on behalf of and/or in the name of a third person);
- b. If You are representing an Entity, You have full legal capacity and power to enter into and perform Your obligations under this Agreement on behalf of the Entity; and
- c. You agree to act in good faith and in accordance with this Agreement.

3.6 No individual may register as a User more than once (for example, by using a different username/email), and no Applicant may be represented by more than one User on this Website.

3.7 Acceptance of registration is at the sole discretion of RAMPIT. If RAMPIT believes that any registration has been made in contravention of clauses 3.1, 3.2, 3.3, 3.4, 3.5, or 3.6 above (or otherwise in breach of this Agreement), it may refuse to accept the registration.

3.8 You are responsible for all use of this Website made using Your User Account (and/or username/email or password), whether or not You are aware of that use or could reasonably have been aware of that use. You agree to notify RAMPIT immediately if You become aware of any unauthorized use of Your User Account.

3.9 Your User Account is personal to You and may not be sold, assigned or transferred to a third party. If You attempt to sell, assign or transfer Your User Account to a third party, RAMPIT may suspend or terminate Your participation at its sole discretion.

3.10 RAMPIT may communicate with You through the username/email that You provide at registration. You agree to notify RAMPIT within a reasonable time if there are any changes to Your details. If You fail to notify RAMPIT of any changes to Your details, You agree to waive any objection, claim, defense or recourse You might have had as a consequence of RAMPIT failing to communicate with You. If You change Your email address and fail to notify RAMPIT of the change, RAMPIT will be deemed to have communicated with You on the date on which it communicated with the email address most recently provided by You.

3.11 You warrant to RAMPIT and the Challenge Sponsor that any Content provided or posted by You (through registration or otherwise):

- a. is not false, inaccurate, misleading or fraudulent;
- b. does not infringe any third party's Intellectual Property Rights or other rights arising at law or otherwise;
- c. is not obscene, defamatory, libelous, threatening or harassing;
- d. does not violate any applicable law;
- e. does not contain or describe pornography and is not otherwise harmful to persons under the age of 18 years;
- f. will not create liability for RAMPIT or cause it to lose the services of its internet service providers or other suppliers (in whole or in part);

- g. will not create liability for the Challenge Sponsor or RAMPIT of any kind.

Entries that are unlawful, plagiarized, unintelligible, illegible, obscene, indecent or incomplete, or that infringe or misappropriate third-party Intellectual Property Rights, will be disqualified in the Challenge Sponsor's or RAMPIT's sole discretion. The Challenge Sponsor and RAMPIT reserve the right to scrutinize all new Entries for these requirements at any time during or after the Challenge.

3.12 If RAMPIT or Challenge Sponsor believes that any Content contravenes Clause 3.11 (or any other provision of this Agreement), it may remove that Content and/or take any other steps as it deems necessary to protect itself or third parties against any Loss. To the maximum extent permitted by law, neither RAMPIT nor Challenge Sponsor will be liable for any Loss to any User, Entity or other person arising from the removal of Content under this Section.

4 Terminating Your Participation

4.1 Subject to Clause 4.2, You may terminate Your participation at any time and without cause by notifying RAMPIT through this Website.

4.2 If You terminate Your participation, this Agreement and any other applicable terms and conditions will continue to apply to any Postings made by You prior to giving the notice described in Clause 4.1 above.

4.3 RAMPIT may, in its absolute discretion, terminate or suspend Your participation at any time and without notice if it believes that:

- a. You have breached this Agreement or any other applicable terms and conditions;

- b. You have acted in a way which is unlawful, or which may create liability for You, RAMPIT, our Users, our internet service providers or any other supplier, or the Challenge Sponsor;
- c. RAMPIT is unable to verify any information provided by You;
- d. RAMPIT receives negative feedback about You, which RAMPIT determines in its absolute discretion is worthy of termination;
- e. You have acted or represented Yourself in any way that RAMPIT or the Challenge Sponsor determine that Your termination is necessary.

4.4 If RAMPIT terminates Your participation, RAMPIT may in its absolute discretion withdraw any Postings submitted or made by You. If RAMPIT terminates Your participation, RAMPIT may, at its sole discretion, immediately withdraw any Entries submitted by You, which Entries will have no force and effect from the date on which Your participation was terminated.

4.5 Subject to Clause 4.4, if RAMPIT suspends Your participation, any Entries or other Postings submitted or made by You may be suspended for the period in which Your participation is suspended.

4.6 If Your participation is terminated, either by You or by RAMPIT:

- a. You are no longer authorized to access this Website;
- b. all restrictions imposed on You, licenses granted by You and all indemnities, disclaimers and limitations of liability set out in this Agreement, including clauses 10 (Limitation of Liability) and 11 (Indemnity), will survive, along with clauses 13 (Intellectual Property), 15 (Arbitration) and 17 (Miscellaneous).

5 Use of this Website

5.1 You must not use this Website to facilitate or participate in any illegal activity or engage in any activity which RAMPIT, in its absolute discretion, considers inappropriate. RAMPIT reserves the right to terminate or restrict Your access to this Website immediately and indefinitely if it suspects that You are engaging in any such behavior or are in breach of any terms of this Agreement. You agree that You will only use Your User Account and this Website for the purposes of using the Services and for no other purpose. Without limiting the foregoing, in using Your User Account and accessing this Website, You agree not to:

- a. use Your User Account in a fraudulent or illegal manner, or email or otherwise send any materials from Your User Account which are offensive, unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable;
- b. use Your User Account to stalk or harass another person;
- c. use Your User Account to impersonate any person in any way whatsoever;
- d. use Your User Account to infringe the copyright, trademark, patent or other Intellectual Property Rights of any person or entity;
- e. use Your User Account to send advertising, chain letters, junk mail, spam or any other type of unsolicited electronic communications;
- f. use Your User Account to send or distribute any Content of any kind which contains a virus, spyware, malware or other harmful, disruptive or destructive component;
- g. intentionally or negligently use Your User Account in a way that degrades performance of this Website to other persons;
- h. manipulate, or attempt to manipulate, the Challenge;

- i. use Your User Account or any mechanism, software or other scripts in relation to this Website which could disrupt or interfere with this Website or any servers, software, hardware or equipment connected to or via this Website;
- j. restrict or inhibit any other User from using or enjoying this Website;
- k. distribute any pornographic, extremist or racist material or any material which might otherwise be harmful to persons under the age of 18 years;
- l. violate any applicable law relating to Your use of this Website.

6 Terms Specific to Applicants

6.1 If You are an Applicant, You agree and acknowledge that:

- a. in making an Entry, You are bound by this Agreement and all Challenge Information (including, without limitation, the Challenge Terms and Conditions);
- b. RAMPIT does not guarantee the accuracy of the Challenge Information (or other Content posted on this Website), ownership of any Content, or the availability of any Award(s);
- c. any leader board appearing in connection with the Challenge is indicative only and makes no representations and creates no entitlements in relation to any Award(s);
- d. RAMPIT does not control the decisions of the Challenge Sponsor, and You release, discharge and hold harmless the Challenge Sponsor, Lever for Change, The Common Pool, LLC, and RAMPIT, their respective partners, affiliates, subsidiaries, advertising agencies, and agents (including but not limited to the W.K. Kellogg Foundation Trust), and each of their respective employees, officers, directors,

trustees and representatives from any claims or Losses You may have in relation to the decisions of the Challenge Sponsor (including the selection of Finalists, the Awardees and ranking of Applicants), including, without limitation, any defamation or other claims arising from its ranking of Applicants;

- e. RAMPIT is not responsible for any Postings provided by other Users or for the accuracy of Content provided by other Users;
- f. RAMPIT is not liable to bestow any Award(s), and You will look solely to the Challenge Sponsor and any designated administrating entity for the payment of any Award(s) once final and binding;
- g. in the event that You have any dispute with another User, You release RAMPIT from all claims of any kind arising from that dispute;
- h. You will not initiate contact with the Challenge Sponsor for the purpose of contracting separately with the Challenge Sponsor to circumvent the Challenge or for any other purpose; and,
- i. an Entry will be deemed to have been logged at the time that it is received by RAMPIT. You agree that neither RAMPIT nor the Challenge Sponsor are responsible for any Entry not being received due to technical reasons or otherwise.

6.2 Entries will be evaluated and reviewed in the manner described in the Agreement, including the Rules.

6.3 Applicants permit RAMPIT, the Challenge Sponsor, Lever for Change, and/or any entity or individual designated by the Challenge Sponsor, to publish any Entry, Entry Content, or Content (including the Proposal Title, Technical Abstract, and Video) on this Website and such parties and their representatives to review the Entry, Entry Content or Content.

6.4 By participating in the Challenge as an Applicant, You hereby irrevocably grant to the Challenge Sponsor and Lever for Change a non-exclusive, royalty free, sub-licensable, worldwide, license and right to use the Entry to the extent necessary to administer the Challenge, and to publicly perform and publicly display portions of the Entry (specifically, the Organization Name, Proposal Title, One-Sentence Description, Executive Summary, and Video Presentation), including, without limitation, for advertising and promotional purposes relating to the Challenge. If You are selected as a Finalist or Awardee, as a condition to accepting an Award, You hereby grant the Challenge Sponsor and Lever for Change a non-exclusive, perpetual, royalty free, sub-licensable, worldwide, license and right to post on the Challenge Sponsor's website portions of Your Entry, specifically, the Organization Name, Proposal Title, One-Sentence Description, Executive Summary, and Video Presentation.

8 Terms specific to Finalists and Awardees and Challenge Sponsor and Lever for Change

8.1 Finalists and Awardees agree that any Award is conditional upon receipt by the Challenge Sponsor of any Entry Content used or consulted by that Finalist or Awardee in generating the awarded Entry and that any Award will not be made or binding until this condition has been satisfied and all other conditions of receiving an Award set forth in the Agreement (including the Rules) have been satisfied.

8.2 By participating in the Challenge, in addition to any other rights granted herein or which may be granted in any other agreement entered into between the Challenge Sponsor and/or RAMPIT, on the one hand, and You, on the other hand, You, to the extent allowed by applicable law, hereby irrevocably (a) grant to each of the Challenge Sponsor and RAMPIT and Lever for Change the right to use Your name, likeness, image, and biographical information in any and all media for any purpose, including,

without limitation, advertising and promotional purposes relating to the Challenge and (b) release Challenge Sponsor from any liability with respect thereto.

8.3 Attempts to notify potential Finalists and Awardees will be made using the contact information provided on the Finalist's and Awardee's Entry. The Challenge Sponsor and RAMPIT are not responsible for e-mail or other communication problems of any kind. If, despite reasonable efforts, a potential Finalist or Awardee does not respond within five days of the first notification attempt (or a shorter time as exigencies may require), or if the Award or Award notification is returned as unclaimed or undeliverable to such potential Finalist or Awardee, such potential Finalist or Awardee will forfeit the Award and an alternate Finalist or Awardee may be selected. If any potential Finalist or Awardee is found to be ineligible or has not complied with the Agreement or declines the applicable Award for any reason, such potential Finalist or Awardee may be disqualified and an alternate Finalist or Awardee may be selected by Challenge Sponsor in its sole discretion.

8.4 The Challenge Sponsor acknowledges that RAMPIT does not make any warranties or representations as to the accuracy or utility of any Entry or associated Entry Content from an Awardee.

9 Taxes on Awards

9.1 You will be responsible for any tax, levy, or other charge that may arise under any applicable law from the use of this Website, including from receiving any Award(s). You acknowledge that You will not be entitled to demand any additional payment by reason of any Award(s) being subject to any tax, levy, or other charge in any jurisdiction.

10 Limitation of liability

10.1 THIS WEBSITE AND SERVICES, AND ALL CONTENT ASSOCIATED THEREWITH, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RAMPIT AND CHALLENGE SPONSOR AND THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OTHER AFFILIATED PERSONS, LICENSORS AND SUPPLIERS OF EACH EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RAMPIT DOES NOT WARRANT THIS WEBSITE AND RELATED SERVICES AND THE CONTENT PROVIDED THROUGH IT, INCLUDING THE ENTRIES AND ASSOCIATED ENTRY CONTENT, TO BE AVAILABLE, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, SOFTWARE, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR USE OF THIS WEBSITE (INCLUDING THE SERVICES).

10.2 UNDER NO CIRCUMSTANCES WILL RAMPIT OR CHALLENGE SPONSOR OR THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OTHER AFFILIATED PERSONS, LICENSORS OR SUPPLIERS OF EITHER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THIS WEBSITE, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, EVEN IF RAMPIT OR CHALLENGE SPONSOR OR THE AUTHORIZED REPRESENTATIVE OF EITHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Without limiting the generality of the foregoing, You agree that neither RAMPIT nor the Challenge Sponsor nor the Affiliated Persons of either are responsible for any Loss arising out of, or in any way connected with:

- a. delay or inability to access or use this Website;
- b. reliance on any Challenge Information or other Content;
- c. the transmission of any computer virus, however occurring;
- d. any unauthorized access to, modification or alteration of Content;
- e. any Content sent or received or not sent or received;
- f. any transaction entered into through this Website;
- g. any infringement of rights, including Intellectual Property Rights;
- h. any threatening, defamatory, obscene, offensive, harmful, inappropriate or illegal Content or conduct of any party;
- i. any Content sent by any third party using and/or included in this Website;
- j. termination of Your participation; or,
- k. any delays, interruptions, inaccuracies, errors, omissions or cessation of services.

10.2.1 For the avoidance of doubt, You acknowledge that RAMPIT is a provider of an interactive computer service and that neither RAMPIT nor Challenge Sponsor is a publisher under Section 230 of the Communications Decency Act of 1996, and therefore not responsible for any of the Users' or Entities' Postings. If, notwithstanding the provisions of this Clause 10.3, a court of competent jurisdiction holds RAMPIT or Challenge Sponsor or any

of their Affiliated Persons liable in respect of any matters arising under or incidental to this Agreement, RAMPIT'S AND CHALLENGE SPONSOR'S AND THEIR AFFILIATED PERSONS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THIS WEBSITE OR RELATED SERVICES (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR USING THIS WEBSITE DURING THE 12 MONTHS PRECEDING YOUR CLAIM, OR, IF NO AMOUNT WAS PAID, SUCH LIABILITY WILL BE LIMITED TO \$100.

10.3 You agree that neither RAMPIT nor Challenge Sponsor nor the Affiliated Persons of either will be liable or responsible for any failure or delay, or in RAMPIT or Challenge Sponsor complying with any obligations under this Agreement, where such failure or delay has arisen as a direct or indirect result of:

10.3 You agree that neither RAMPIT nor Challenge Sponsor nor the Affiliated Persons of either will be liable or responsible for any failure or delay, or in RAMPIT or Challenge Sponsor complying with any obligations under this Agreement, where such failure or delay has arisen as a direct or indirect result of:

- a. fire, earthquake, storm, flood, hurricane, inclement weather or other act of God, epidemic, pandemic, war, terrorism, explosion, sabotage, industrial accident or industrial strike;
- b. telecommunications failure, hardware failure or software failure;
- c. the failure of any third party to fulfill any obligations to RAMPIT or Challenge Sponsor; or

- d. any other circumstance or event which is or is not within the reasonable control of RAMPIT or Challenge Sponsor.

10.4 In the event an insufficient number of eligible entries is received or the Challenge Sponsor is prevented from awarding an Award or continuing with the Challenge as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic or pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Challenge Sponsor's control ("Force Majeure"), the Challenge Sponsor shall have the right to modify, suspend, or terminate the Challenge. If the Challenge is terminated for Force Majeure before expiration of the Challenge, the Challenge Sponsor may (if it so chooses) select Finalists from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination.

10.5 All obligations of the Challenge Sponsor under or pursuant to this Agreement are subject to the availability of funds.

10.6 You agree that the Challenge Sponsor, Lever for Change, and RAMPIT, and their respective partners, affiliates, subsidiaries, advertising agencies, and agents (including but not limited to the W.K. Kellogg Foundation Trust), and each of their respective employees, officers, directors, trustees and representatives:

- a. shall not be responsible or liable for any Losses or injuries of any kind (including death) resulting from participation in the Challenge or any Challenge-related activity, or from Your acceptance, receipt, possession, use, or misuse of any Award, and

b. have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Award, including, without limitation, regarding such award's merchantability or fitness for a particular purpose. The Challenge Sponsor and RAMPIT assume no responsibility for any damage to Your computer system which is occasioned by accessing the Challenge Website or participating in the Challenge, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

11 Indemnity

11.1 You agree to indemnify and hold each of the Challenge Sponsor, RAMPIT, Lever for Change, and their respective owners, officers, employees, agents, Affiliated Persons and suppliers (including but not limited to the W.K. Kellogg Foundation Trust), harmless from all claims and Losses (including legal fees) due to or arising out of or in connection with Your Postings, Challenge, Challenge Information and other Content (as applicable), Your use of this Website, or Your breach of this Agreement.

11.2 You, by submitting an Entry, agree to indemnify, defend, and hold harmless each of the Challenge Sponsor, RAMPIT, and Lever for Change, and each of their respective directors, trustees, officers, employees, agents, Affiliated Persons, consultants, and successors and assigns (including but not limited to the W.K. Kellogg Foundation Trust), from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Applicant's entry or any breach or alleged breach of any of Your representations, warranties, and covenants in this Agreement.

11.3 You agree to obtain any and all insurance policies and coverage required by Your local, state, or federal governments to conduct any and all activities related to or required by Your participation in the Challenge.

12 Access to the Site outside of the United States

12.1 Neither RAMPIT nor CHALLENGE SPONSOR represents or warrants that the content on this Website complies with the laws of any nation other than the United States. If You access this Website from outside the United States, You do so at Your own risk.

13 Intellectual Property

13.1 You acknowledge that, as between You and RAMPIT, RAMPIT is the owner of all Intellectual Property Rights in and to this Website (excluding Postings). You acknowledge that You have no Intellectual Property Rights in or to this Website or to any Postings not made directly by You except for a limited license to use this Website as necessary to participate in the Challenge or evaluate the possibility of such participation.

13.2 You acknowledge that all text, graphics, user interfaces, photographs, trademarks, logos and artwork, including the design, structure, selection, coordination, expression, 'look and feel' and arrangement of such Content, provided by RAMPIT or its licensors on this Website is owned or licensed by or to RAMPIT and is protected by applicable copyright, patent and trademark laws and various other Intellectual Property Rights and unfair competition laws. No such Content can be copied, publicly displayed, modified, sold, licensed or distributed in any way by You without RAMPIT's prior written consent. You shall not use the names "Lever for Change," "Racial Equity 2030", "W.K. Kellogg Foundation", or any variation, adaptation, or abbreviation thereof, or the name of any of members, officers, employees, agents, other Affiliated Persons or other representative

of Challenge Sponsor, or any trademark, Insignia or program identifier-owned by Challenge Sponsor in any promotional material or other public announcement or disclosure, nor copied, publicly displayed, modified, sold, licensed or distributed in any way by You without the prior written consent of Challenge Sponsor, which consent the Challenge Sponsor may withhold in its sole discretion.

14 Third party sites

14.1 From time to time, RAMPIT may provide, or any Content may contain, links to Third Party Sites and resources. You acknowledge that:

- a. Third party sites are governed by different terms and policies, and You should refer to such terms and policies before accessing and using third party sites.
- b. Neither RAMPIT nor Challenge Sponsor have any control over Third Party Sites and resources;
- c. Neither RAMPIT nor Challenge Sponsor are responsible for the availability of such external sites or resources; and
- d. Neither RAMPIT nor Challenge Sponsor endorse nor is either responsible for any content, advertising, products, services or other materials on or available from such sites or resources.

14.2 You acknowledge and agree that neither RAMPIT nor Challenge Sponsor nor any of their Affiliated Persons will be responsible or liable, directly or indirectly, for any Loss caused or alleged to be caused by or in connection with Your use of or reliance on any Content or material available on or through any Third Party Sites or resource.

15 Arbitration

15.1 In the interest of resolving disputes between You and RAMPIT or Challenge Sponsor in the most expedient and cost-effective manner, You and RAMPIT or Challenge Sponsor agree that any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. You understand and agree that, by entering into these Terms, You and RAMPIT or Challenge Sponsor are each waiving the right to a trial by jury or to participate in a class action.

15.2 Any arbitration between You and RAMPIT or Challenge Sponsor will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879.

15.3 A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for You, by electronic mail ("Notice"). RAMPIT's address for Notice is: RAMPIT, LLC, 11205 Lebanon Road, Suite 515, Mount Juliet, TN 37122-5545 or support@rampit.com. Please also send to Lever for Change, 140 S. Dearborn Street, Chicago, IL 60603-5285. The Notice must: (a) describe

the nature and basis of the claim or dispute; and, (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 calendar days after the Notice is received, You may commence arbitration proceedings.

15.4 Any arbitration hearings will take place at a location to be agreed upon by the parties to the arbitration or, if a location cannot be agreed upon, then it will be agreed upon by the arbitrators, provided that if the claim is for \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance-based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 calendar days of the arbitrator's ruling on the merits.

15.5 YOU AND RAMPIT AND CHALLENGE SPONSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and RAMPIT or Challenge Sponsor agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15.6 If only Clause 15.5 is found to be unenforceable, then the entirety of this Section 15 shall be null and void and, in such case, the parties agree

that the exclusive jurisdiction and venue described in Section 17.3 shall govern any action arising out of or related to the Agreement. In all other cases, this Section 15 shall apply to all disputes arising out of or related to the Agreement.

16 Digital Millennium Copyright Act

16.1 If You are a copyright owner or an agent thereof and believe that any Content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing RAMPIT's copyright agent (the "Copyright Agent") with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number, and, if available, an electronic mail;
- e. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- f. A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

16.2 RAMPIT's designated Copyright Agent to receive notifications of claimed infringement is Copyright Agent, RAMPIT, LLC, 11205 Lebanon Road, Suite 515, Mount Juliet, TN 37122-5545, email: support@rampit.com. You acknowledge that if You fail to comply with all of the requirements of this Section 16, Your DMCA notice may not be valid.

16.3 If You believe that Your Content that was removed (or to which access was disabled) is not infringing, or that You have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in Your Content, You may send a counter-notice containing the following information to the Copyright Agent:

- a. Your physical or electronic signature;
- b. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- c. A statement that You have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- d. Your name, address, telephone number, and e-mail address, a statement that You consent to the jurisdiction of the federal court in Nashville, Tennessee, and a statement that You will accept service of process from the person who provided notification of the alleged infringement.

16.4 If a counter-notice is received by the Copyright Agent, RAMPIT may send a copy of the counter-notice to the original complaining party informing

that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at RAMPIT's sole discretion.

17 Miscellaneous

17.1 As defined in Clause 1.2, this Agreement is the entire agreement between You and RAMPIT relating to the subject matter herein, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between You and RAMPIT with respect to said subject matter. This Agreement shall not be modified except in a writing signed by both parties, or by a change made as provided in Clause 2.2. If any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of this Agreement, which is severable from said provision and will remain in full force and effect.

17.2 If You breach any provision of this Agreement and RAMPIT or Challenge Sponsor has knowledge (either actual or constructive) of that breach, a failure to pursue legal action or to enforce any remedy against You will not constitute a waiver of its legal rights. Any waiver of rights under this Agreement must be in writing and signed by RAMPIT or Challenge Sponsor, as the case may be.

17.3 All matters relating to this Website and this Agreement are governed by and are to be construed according to the laws applicable in the state of Tennessee, United States (without regard to any rules governing choice of law). Solely in the circumstances described in Clause 15.6, You agree unconditionally to submit to the exclusive jurisdiction of the courts in

Davidson County, Tennessee, in relation to all matters arising out of or in any way connected with this Agreement or this Website.

17.4 RAMPIT may assign its rights and novate or transfer obligations which arise under this Agreement. You must not assign, novate or otherwise transfer Your rights or obligations under this Agreement without the prior written consent of RAMPIT. Any assignment attempted in violation of this Clause 17.4 shall be void.

17.5 The parties agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or part of it.

17.6 Unless otherwise requested in writing by You, RAMPIT may refer to You and Your corporate identity (if applicable) as part of promoting this Website and RAMPIT in the marketplace.

17.7 RAMPIT accepts Content uploaded from Users in good faith and on the basis of warranties provided by Users. It is Your responsibility at all times to investigate and become satisfied as to the accuracy of the information provided by any other party (including all Users) on this Website. RAMPIT at no time makes any representations as to the accuracy of any information provided on this Website.

17.8 You acknowledge and agree that to the extent that this Agreement relates to the Challenge or any Posting, this Agreement is intended also to be for the benefit of the Challenge Sponsor, the Applicants and other Users, and other third parties specified in the Agreement, who are entitled to enforce the provisions of this Agreement against You.

17.9 All notices, requests, demands, consents, approvals, offers, agreements or other communications given by You to RAMPIT must be emailed to RAMPIT at support@rampit.com.

17.10 In the interpretation of this Agreement, unless the contrary intention appears:

- a. the words 'includes' or 'including' mean 'includes without limitation' or 'including without limitation';
- b. a reference to a 'person' or 'entity' includes a reference to an individual, group of individuals, corporation, firm, association or other entity;
- c. the singular includes the plural and vice versa;
- d. an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally; and headings are inserted for convenience only and do not affect the interpretation of this Agreement.

17.11 The Challenge is a skills-based challenge to resolve bona fide requirements and not, for clarity, any game(s) of chance.

A competition by



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