

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

By entering this Challenge, Participants accept and agree to be bound by these Official Rules, as well as any rules or requirements, including the Terms of Service, posted on the PGC Website (www.projectgreenchallenge.com), or in connection with any Challenge Task. Any violation of any of these rules or terms may result in disqualification. All decisions of the judges regarding this Challenge are final and binding in all respects.

1. CHALLENGE PERIOD.

The Challenge begins October 1 and ends October 30, 2024. If you are selected as a finalist, your Challenge Period ends on April 20, 2025.

2. ELIGIBILITY.

Project Green Challenge (the “Challenge”) is open to anyone, but only students who are at least 16 years old by October 1, 2024 and enrolled at a high school, college or university, graduate school or are home schooled at high school level are eligible to win daily prizes. Officers, directors, advisory board, PGC interns, prior PGC Challenge finalists or winners and employees of Turning Green (the “Sponsor”), or any other party associated with the development or administration of this Challenge, and any of their immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, are not eligible to participate or win. If you are a minor, you must have your parent’s or legal guardian’s permission to participate in the Challenge.

Note: Only students 16 years old by October 1, 2024 and enrolled in high school, college or university, or graduate school are eligible to be selected as a Challenge Finalist. Each Challenge Finalist must be available to travel November 21 - 25, 2024. Finalists from prior years, siblings of finalists, and TG interns are not eligible to participate.

3. HOW TO PARTICIPATE.

Beginning on November 1, 2023 at 6am Pacific Time, participants can register for Project Green Challenge 2024. Participants can sign up as an individual or a team but you cannot participate as both. If you are participating as a team, please see the following rules:

- Each team can be no more than 4 people. There may be multiple teams from a particular school but an individual may only register for and participate on one team. An individual can compete on their own or as a team but not both. Any member of the team can upload deliverables each day under the team name.
- If the team wins a prize, the team leader would receive one prize for the team.

- If a team applies and is selected for the Challenge Finals, the team shall choose one person to represent them at the Challenge Finals and to accept any awarded prize items on behalf of the team.

Each day of October, at 6am PT a new challenge theme is posted. Registered participants will receive an email with a link to the day's challenge. Participants may also go directly to projectgreenchallenge.com to view the day's challenge. There are up to four (4) different challenge levels daily – green, greener, greenest and extra credit. The specific actions required for each challenge task will be explained on the PGC website. Each participant must start with the green challenge and complete the levels in order. Green must be completed before greener, greener before greenest, greenest before extra credit. Every task completed is worth points.

Each challenge will remain live for 24 hours and participants must complete challenge tasks during that time frame unless otherwise noted. Some greenest and extra credit challenges will have an extended deadline allowing additional time to complete. Once the next challenge is posted, there is no going back!

4. POINT STRUCTURE

– Point values will be identified on each Challenge based on the difficulty of the Challenge Task and awarded upon completion: Green = 20 points, Greener = 40 points, Greenest = 60 points.

– Challenge submissions will be judged by the TG team with points awarded based on creativity of submission, depth of engagement, quality of work, content accuracy, and relevance to the theme of the day. Bonus points may be awarded for outstanding work at TG's discretion.

The points are one of a series of components considered in the selection of Challenge Finalists once the Challenge is completed on October 30, 2024.

5. WINNER SELECTION AND NOTIFICATION.

Daily Winners: October 1 – 30

Challenge submissions will be awarded points based on creativity of submission, depth of engagement, quality of work, content accuracy, and relevance to the theme of the day as determined by the Challenge Judges. Prizes for individuals or teams will be distributed proportionally based on number of eligible entries. If an individual or team wins both the Greener and Greenest levels of one challenge, they will receive the higher value Greenest prize.

Any potential winner (either an individual participant or a team leader) will be notified by email.

- If a potential winner cannot be contacted, does not respond within two (2) days from the date that the Sponsor first tries to notify them, and/or the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Challenge or receive the prize.

Upon contacting a potential winner and determining that they have met all eligibility requirements of the challenge, such individual will be declared a “winner” in the challenge. Winning entries will be posted on projectgreenchallenge.com the following day.

6. PRIZE DESCRIPTION.

Daily Prizes

Each daily prize will be clearly indicated on the challenge page and featured on the PGC/TG Facebook and Instagram platforms.

- Should the prizes become unavailable, the Sponsor may select another prize of equal or greater value.

7. PGC CHALLENGE FINALS

Challenge participants will be invited to apply for the finals with applications due November 1, 2024.

The application criteria for selection of up to 16 Challenge Finalists includes:

- total cumulative points from the 30-day Challenge (October 1 – October 30)
- completion of a final exam developed by Turning Green
- depth of engagement and quality of work submitted
- a Final Exam
- a Climate Action Project Proposal (delivered by November 10, 2024) with completed project (delivered electronically by April 10, 2025)
- An up to 2-minute video recorded by each applicant highlighting their PGC experience and sharing why they should be selected for the PGC Finals

Only students enrolled in high school, college or university, or graduate school are eligible to be selected for the Challenge Finals and must be available to travel to California to attend the PGC Finals November 21 – November 25, 2024, available to complete a Climate Action Project between December 2024 and April 2025, and available to attend a Virtual Finals Part 2 April 20, 2025 to present their Climate Action Project.

- Students must be 16 years old by October 1, 2024.
- Only one student will be selected from each school to attend the Finals.
- Only one student will represent each team for the Finals.

Challenge Finals Prize and Grand Prize

Grand Prize and Finalist prizes are featured here: projectgreenchallenge.com/prizes.

- Should any of the prizes become unavailable, the Sponsor may select another prize of equal or greater value.

The PGC Champion as part of the Grand Prize package is eligible to win a \$5000 Green Award. The receipt of this award is subject to the completion and presentation of their Climate Action Project as well as the PGC Champion's participation in the November PGC Finals and PGC Finals, Part 2 in April, 2024. Each Challenge Finalist will be required to sign an agreement that sets forth the \$5,000 Green Award payment requirements once finalists are selected.

8. TAXES.

All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility. A potential winner may be required to provide tax reporting information prior to the award of the prize.

9. CHALLENGE SUBMISSIONS REQUIREMENTS AND PERMISSIONS

By making a Submission to the challenge, you represent and warrant that:

(a) all information that you have provided in the registration or the Submission is and will remain true, accurate, and complete;

(b) the Submission is your or your team's original, sole work and is owned solely by you (or your team as a whole).

(c) the Submission is not identical to any work produced by you or your team as a whole in any previous year;

(d) the Submission was not created in any part by any team member in a previous year if that team member is no longer working with you;

(d) you have the full right to grant all rights and licenses for Sponsor or its designees to display the Submission, including on the Internet, and to otherwise use the materials provided in the Submission;

(e) the Submission and the use thereof by Sponsor and its respective designees, do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, publicity, or other intellectual property rights or other rights of any third party; and

(f) the Submission is not confidential or private and does not contain any confidential or private information.

10. ZERO TOLERANCE POLICY

Project Green Challenge has a zero tolerance policy for work that has been plagiarized or is otherwise not original. This includes submissions that excerpt heavily from other sources and submissions that are updated from previous years but fail to include proper citations. Participants who plagiarize or submit work that is not entirely their own will be disqualified from Project Green Challenge without warning. Turning Green reserves the right to determine whether a submission is dishonest, and may disqualify any participant at any point during the competition as a result.

You further represent and warrant that any person depicted in the Submission (or, if a minor, the minor's parent or guardian) consents to Sponsor's use of the Submission and you will obtain and provide appropriate written releases as required by Sponsor promptly upon request.

By making a Submission to the challenge, you grant Sponsor an exclusive, world-wide, royalty free, fully paid-up, perpetual, irrevocable, transferable, and fully sublicensable license, without additional consideration to you or any third party, to:

(a) reproduce, distribute, transmit, perform and display (publicly or otherwise) and otherwise use and exploit (and have others exercise such rights on behalf of Sponsor) your Submission, any ideas accompanying, related to, or embodied in your Submission, and any materials embodying, incorporating, or derived from your Submission, in any format or media now known or hereafter developed (including without limitation Internet, cable, satellite, and wireless media);

(b) adapt (including edit, modify, translate, and reformat) your Submission, create derivative works from your Submission, and incorporate your Submission into other works or into Sponsor's or its designees' products or services;

(c) use your Submission for the purpose of promoting Sponsor and for any other advertising or promotional purposes; and

(d) exercise all other copyright, trademark, publicity and other proprietary rights with regard to your Submission.

11. NO PRIZE TRANSFER OR SUBSTITUTION.

No prize or any portion thereof is transferable or redeemable for cash or any other instrument of value. Any portion of the prize that is not used is forfeited. There will be no substitutions for a prize, except in Sponsor's sole discretion. No prize (or any portion thereof) will be awarded to any recipient unless and until such recipient has fully complied with all rules and requirements of the Challenge, including these Official Rules, as determined by Sponsor.

12. CONSENT AND RELEASE.

By participating in the Challenge, each participant releases and discharges the Sponsor, judging organization (if applicable), Instagram, Facebook, Inc., Twitter, and any other party associated with the development or administration of this Challenge, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Challenge, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Challenge, and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility and compliance with rules, tax reporting documents, and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within two (2) days from the date that Sponsor provides such documents to the potential winner.

If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

Travel provided by Sponsor is for enrolled high school and college students only who are eligible to be Challenge finalists.

If the winner is registered as a team, only one member of the team will be eligible to attend the Challenge Finals in San Francisco, CA. If a team applies and is selected for the Challenge Finals at the end of October, the team shall select one person to represent the team at the Challenge Finals and to accept any awarded prize package on behalf of the team.

13. DISCLAIMERS.

(i) Registrations or submissions that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere, will not be eligible. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at

the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning email addresses for the domain associated with the submitted e-mail address.

(ii) Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Submission process or the operation of the Challenge or the PGC Website; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Use of bots or other automated process to participate is prohibited and may result in disqualification at the sole discretion of Sponsor.

(iii) Sponsor further reserves the right to cancel, terminate or modify the Challenge if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort; notifications of cancellation, termination or modification will be posted on the PGC Website.

(iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Challenge, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Challenge based upon such error at its sole discretion without liability.

(v) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS CHALLENGE OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE.

(vi) CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

14. APPLICABLE LAWS AND JURISDICTION.

This Challenge is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of California. All disputes

arising out of or connected with this Challenge will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Marin County, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Challenge and shall not include any indirect, punitive, incidental and/or consequential damages.

15. PRIVACY.

Information provided by participants during the registration process will be treated in accordance with Sponsor's Privacy Policy (turninggreen.org) except that a potential winner's contact information may be provided to a partner or prize provider solely for purposes of prize fulfillment.

16. SPONSORSHIP.

This Challenge is sponsored by Turning Green, 2330 Marinship Way, Suite 205 Sausalito, CA 94965

17. CONTACT INFORMATION.

email: info@turninggreen.org

FB: <https://www.facebook.com/TGreenOrg> twitter: @TurningGreenOrg IG

@TurningGreenOrg

Phone: (415) 289-1001

Project Green Challenge 2024 Terms of Service

All participants in Project Green Challenge 2024 must agree to this Terms of Service agreement (the "Agreement") concerning use of the Project Green Challenge online site, currently located at <http://projectgreenchallenge.com/> (together with any successor site(s) and all Services (as defined below), the "Site"). This Agreement is between you ("you") and Turning Green (including its affiliates, licensees, successors and assigns, "TG," "we," "us") concerning your use of the Site. IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "I ACCEPT" BUTTON LOCATED ON THE BOTTOM OF THIS PAGE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT,

PLEASE CLICK THE DO NOT ACCEPT" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN PROJECT GREEN CHALLENGE.

1. Acceptance of Terms. The Site is made available by TG subject to this Agreement. When using any Services (as defined below), you agree that you are subject to any

additional posted guidelines, rules, terms and conditions applicable to such Services, which are hereby incorporated by reference into this Agreement. We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any Service, content, feature or product offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

2. Jurisdictional Issues. The Site is controlled and operated by TG from the United States, and is not intended to subject TG to the laws or jurisdiction of any state, country or territory other than that of the United States. TG does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and at our sole discretion.

3. Description of the Services. We provide users of the Site with access to certain content and services related to Project Green Challenge, which may include, without limitation:

- (a) services such as registration functionality, Promotions (as defined below), photos, video, blogs, and links to third party websites; and
- (b) content such as audio and video clips, photographs, graphics, images, text, data, user comments, opinions, postings and messages and other similar content (such content and services, collectively, the "Services").

4. Information Submitted Through the Site. Your submission of information through the Site is governed by the TG Privacy Policy, which is located at www.turninggreen.org (the "Privacy Policy"), which is hereby incorporated into this Agreement by this reference. You represent and warrant that any information you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your use of the Site and/or any of the Services.

5. Rules of Conduct. While using the Site you will comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in

termination of your access to the Site pursuant to Section 17 below. You agree that you will not:

- Post, transmit, or otherwise make available, through or in connection with the Site:
 - Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.
 - Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking.”
 - Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
 - Any unsolicited or unauthorized advertising, promotional material, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
 - Any material, non-public information about a company without the proper authorization to do so.
- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others’ privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including without limitation any representative of TG; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Site (including without limitation by hacking or defacing any portion of the Site).
- Use the Site to advertise or offer to sell or buy any goods or services without TG’s express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without TG’s express prior written consent.
- Create a database by systematically downloading and storing Site content.

- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without TG’s express prior written consent.

Additionally, you acknowledge and agree that you (and not TG) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Site, and paying all charges related thereto.

6. Accuracy of Information. We attempt to ensure that information on this Site is complete, accurate and current. Despite our efforts, the information on this Site may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currentness of any information on this Site.

7. Registration.

Usernames and Passwords. You may be required to register with TG in order to access certain Services or areas of the Site. With respect to any such registration, we may refuse to grant you, and you may not use, a username (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. Your user name and password are for your personal/team use only, and not for use by any other person/team. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name (including, without limitation, all Transactions). You agree to immediately notify TG of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you “log off”/exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

8. Profiles and Social Media. You may post certain information and materials on your “profile page” (your “Profile”). Further, you may have the opportunity to use the Project Green Challenge Facebook, Twitter and YouTube pages on which you may post information and materials (each, a “Social Media Site”). If you do choose to use these Social Media Sites, be aware that each Social Media Site has its own terms of service, and your use of the Social Media Sites is subject to those terms of service in addition to this Agreement. Further, because TG has no control over the Social Media Sites beyond its limited functionality as a user, you acknowledge and agree that TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers are not responsible for the availability of such external sites or resources, and TG and its respective employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible or liable for any content, advertising, products or other materials on or

available through the Social Media Sites beyond what is posted by TG employees. Information contained in the Profiles and Social Media Sites may be provided by employees of TG as well as by third party visitors to the Site or the Social Media Sites. Please note that Site visitors or visitors to the Social Media Sites, including users like you, may post messages or make statements in the Profiles and Social Media Sites that are inaccurate, misleading or deceptive. TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible for any opinion, advice, information or statements made in the Profiles and Social Media Sites by any users outside of TG. Without limitation, TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers are not responsible for any information or materials made available through the Profiles and Social Media Sites (including without limitation errors or omissions in Profiles and Social Media Site postings or links or images embedded in a Profile or in Social Media Site messages) or results obtained by using any such information or materials. Under no circumstances will TG or its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers or service providers, be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Profiles and Social Media Sites reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of TG.

In addition, TG, and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers have no control over, and shall have no liability for, any damages resulting from the use (including without limitation republication) or misuse by any third party of information voluntarily made public through a Profile or a Social Media Site or any other part of the Site. If you choose to make any of your personally identifiable or other information publicly available in a PROFILE OR A SOCIAL MEDIA SITE or otherwise ON THE SITE, you do so at your own risk.

9. License. For purposes of clarity, you retain ownership of any information, content and/or materials you submit through a Profile or Social Media Site or otherwise through the Site (each, a "Submission"). However, please note that we need certain rights to your Submissions to be able to make them available on the Site. As such, you hereby grant to TG and its service providers and designees a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), royalty-free, perpetual, irrevocable right and license, without compensation to you: to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit, publicly display and publicly perform such Submission, in any media now known or hereafter developed. This license is non-exclusive (so you can license your Submissions to others), worldwide (as the Internet is global in its reach), fully-paid up and royalty-free (so that we do not have to pay you for posting your Submissions), sublicensable through multiple tiers (so that we can use our service providers and subcontractors to provide Services).

For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Site, comply with all applicable laws, rules and

regulations. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory. We request this waiver to help ensure that we have all the rights we may need to provide the Services available through the Site.

10. Monitoring. You acknowledge and agree that (a) we reserve the right (but have no obligation) to do any or all of the following, at our discretion:

- (i) monitor Submissions;
- (ii) alter, remove, or refuse to post or allow to be posted any Submission; and/or
- (iii) disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to operate the Site; to protect TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers, and the Site’s users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.

11. TG’s Proprietary Rights. The information and materials made available through the Site, including the Services, are and shall remain the property of TG and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Subject to your compliance with this Agreement, and solely for so long as you are permitted by TG to access and use the Site, you may view one (1) copy of any content on the Site to which we provide you access hereunder on any single computer solely for your personal, non-commercial home use, provided that you keep intact all copyright and other proprietary notices. Except as expressly authorized in advance by TG in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any materials made available through the Site.

All trademarks and service marks on the Site not owned by TG are the property of their respective owners. The trade names, trademarks, service marks and logos owned by TG, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of TG’s trade names, trademarks, service marks or logos without our express prior written consent.

12. Links. The Site may provide links to other websites and online resources. Because TG has no control over such sites and resources, you acknowledge and agree that TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers are not responsible for the availability of such external sites or resources, and TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other web sites may provide links to the Site with or without our authorization. You acknowledge and agree that TG and its

employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith. YOU AGREE THAT YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

TG shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means without prior notice.

13. Promotions. In addition to the terms and conditions of this Agreement, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions"), including all of the challenges involved in Project Green Challenge, made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. TG urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control.

14. Disclaimer of Warranties. THE SITE AND ANY GOODS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. TG and ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY PRODUCT OR SERVICE (INCLUDING WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES) OBTAINED THROUGH THE SITE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE.

15. Limitation of Liability. TG and ITS employees, officers, directors, affiliates, agents, representatives, LICENSORS, suppliers AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT

LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, TG and ITS employees, officers, directors, affiliates, agents, representatives, LICENSORS, suppliers AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY TG OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF TG FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO TG TO ACCESS AND USE THE SITE.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we do not guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site, contact us at info@turninggreen.org with a description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

16. Indemnity. You agree to defend, indemnify and hold harmless TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers, from and against all claims, losses, costs and expenses (including attorneys fees) arising out of (a) your use of, or activities in connection with, the Site; or (b) any violation of this Agreement by you.

17. Termination. This Agreement is effective until terminated. TG, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if TG believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that TG may immediately deactivate or delete your password and username, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that TG shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 2, 6, 9, 11, 14-18, 20, 22 and 23 shall survive any expiration or termination of this Agreement.

18. Governing Law; Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws of the State of California, U.S.A., without regard to its principles of conflicts of law.

19. Contact Us. If you have any questions regarding the meaning of application of this Agreement, please direct such questions to info@turninggreen.org. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

20. Filtering. Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that TG does not endorse any of the products or services listed at such site.

21. Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to info@turninggreen.org. You may also contact us by writing to TG P.O. Box 1146, Ross, CA 94957, or by calling us at (415) 289-1001. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

22. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send TG a notice requesting that TG remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send TG a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to: Judi Shils, Turning Green, PO Box 1146, Ross, CA 94957, (phone) 415.289.1001, email info@turninggreen.org. We suggest that you consult your legal advisor before filing a notice or counter-notice.

23. Ability to Enter Into This Agreement. By using the Site, you affirm that you are of legal age to enter into this Agreement or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement.

24. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and TG. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining

provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between you and TG relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and TG relating to such subject matter. Notices to you may be made via posting to the Site, by email, or by regular mail, in TG's discretion. The Site may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. TG will not be responsible for failures to fulfill any obligations due to causes beyond its control.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THE AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THE AGREEMENT, (3) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO AGREE TO THE AGREEMENT ON BEHALF OF YOU AND, AND (4) BY SO CLICKING, THE AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS OF YOU.

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