



THE BUCKMINSTER FULLER CHALLENGE TERMS AND CONDITIONS OF SUBMISSION

The goals of The Buckminster Fuller Challenge are to recognize and support the on-going development and implementation of winning solutions that meet the criteria of the Buckminster Fuller Challenge. The Challenge Program will enable innovative ideas for solving the world's problems to receive recognition by providing an opportunity for selected participants to publish their solutions via the websites, print publications, outreach materials, and through public presentations, educational programs, etc. produced by The Buckminster Fuller Institute (BFI).

BFI does not seek any ownership interests in your ideas or inventions. You retain all interests in your intellectual property and BFI strongly encourages all participants to begin the intellectual property protection process as soon as possible.

The Entry Form includes Terms and Conditions to help enable BFI to achieve the aforementioned goals while limiting its exposure to certain liabilities, which may arise when conducting the Challenge Program.

The undersigned applicant or team of applicants ("Submitter"), hereby submits to the Buckminster Fuller Institute together with its donors, sponsors, jurors, subsidiaries, affiliates, shareholders, directors, officers, and employees (collectively "BFI") the Buckminster Fuller Challenge Entry Form and supplemental materials, if any, (collectively the "Material") for the purpose of BFI reading and evaluating the Material with a view to deciding whether or not to award a \$100,000 cash prize to the Submitter.

Submitter has been advised that BFI will only proceed with such evaluation subject to Submitter agreeing to and accepting the following Terms and Conditions:

1. Submitter acknowledges that BFI receives numerous submissions of inventions, ideas, stories, projects, suggestions, business plans, business strategies, proposed investments, and the like and that many such submissions received by BFI, including possibly the Material, are similar to or identical to those considered by BFI in the past or generated independently by BFI. Submitter agrees that Submitter is not entitled to any compensation because of the use by BFI of any such similar or identical material.
2. Submitter acknowledges that no fiduciary or confidential relationship exists between BFI and Submitter, and that no such relationships are established by reason of Submitter accepting these Terms and Conditions and any the subsequent evaluation or use of the Material by BFI.
3. Submitter acknowledges that, in connection with BFI's evaluation of the Material, BFI may discuss the Material with its employees and affiliated persons, the jurors for the Buckminster Fuller Challenge and their employees and affiliates, and possibly with others.
4. SUBMITTER REPRESENTS AND WARRANTS THAT SUBMITTER OR HIS/HER TEAM IS THE SOLE OWNER OF ALL RIGHT, TITLE, AND INTEREST IN AND TO THE MATERIAL AND THAT SUBMITTER HAS THE EXCLUSIVE, UNCONDITIONAL RIGHT, PERMISSION AND AUTHORITY TO SUBMIT ON BEHALF OF HIM/HERSELF OR ON BEHALF OF THE TEAM THE MATERIAL TO BFI UPON THE TERMS AND CONDITIONS SET FORTH HEREIN. Nothing contained herein shall be deemed to limit or waive BFI's rights generally at law to contest ownership by Submitter or others of any patent, copyright, trademark, or other intellectual property rights in the Material.



5. SUBMITTER INDEMNIFIES BFI, ITS DONORS, EMPLOYEES AND AFFILIATED PERSONS, THE JURORS FOR THE BUCKMINSTER FULLER CHALLENGE AND THEIR EMPLOYEES AND AFFILIATES (THE “RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES, LOSSES OR LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY’S FEES AND EXPENSES) ARISING FROM ANY BREACH OF THE WARRANTIES AND UNDERTAKINGS GIVEN BY SUBMITTER HEREUNDER. SUBMITTER WARRANTS AND AGREES THAT IN NO EVENT SHALL SUBMITTER ASSERT AGAINST THE RELEASED PARTIES ANY CLAIM OR ACTION BASED ON PLAGIARISM, IDEA THEFT, INFRINGEMENT, CONFIDENTIAL RELATIONSHIP, IMPLIED CONTRACT, UNFAIR COMPETITION OR ANY OTHER THEORY ARISING OUT OF THE RELEASED PARTIES EXAMINATION OF THE MATERIAL OR ANY OTHER ALLEGED USE BY THE RELEASED PARTIES OF THE MATERIAL.
6. BFI may without any obligation or payment to Submitter use any of the Material which is in the public domain, commonly known or available, or otherwise not new or unique.
7. All decisions of BFI concerning selection of the winning entry are final and not subject to challenge or appeal. Submitter acknowledges that BFI is not obligated to return the Material to Submitter, and that Submitter has retained at least one copy of the Material. Submitter releases BFI from any and all liability for loss or other damage to copies of the Material submitted hereunder.
8. Submitter hereby authorizes BFI the right to publish any of the Material as well as Submitter’s name, likeness and biographical information on its website and in all other media now known or hereafter devised throughout the universe in perpetuity without compensation to Submitter. Submitter acknowledges that such publication will make the Material accessible to a wide audience and that such disclosure may adversely affect Submitter’s interests in the Material, including the ability to prevent against theft of the Material, and the protection of the Material through the acquisition of U.S. and foreign intellectual property rights, such as patents, trademarks and/or copyrights.
9. Submitter acknowledges that BFI reserves the right to request a project financial statement, conduct additional due diligence, request letters of reference from the references provided by Submitter in the Entry Form, and to contact those references. Submitter agrees to promptly comply with such requests and failure to do so may result in disqualification.
10. Acceptance and performance of the Terms and Conditions herein shall be governed by the laws of the state of New York applicable to agreements wholly executed and performed therein.
11. The Terms and Conditions herein state the entire understanding of the parties with reference to the subject matter hereof. Any modification or waiver of any of the provisions of these Terms and Conditions must be in writing and accepted by both parties.



I represent that I have read, understood, voluntarily accepted and agreed to abide by the Terms and Conditions herein and the eligibility and application requirements for the Buckminster Fuller Challenge. I will answer the questions in the Entry Form truthfully, accurately and completely. I deem it to be in my best interest to accept these Terms and Conditions, and acknowledge that by doing so I may be giving up certain legal rights I may have against BFI. I acknowledge that I am solely responsible for, and have had ample opportunity to, seek my own legal counsel and other advisors to ensure that my rights and obligations are protected and discharged.

Please complete all fields below:

Date:

Please sign name:

Please print name:

Title:

Address:

City:

State:

Postal Code:

Country: