

Last Updated: April 2020

Amazon Catalyst Funding Terms

These Amazon Catalyst Funding Terms are made by and between the organization you represent (“**you**” or “**Catalyst Applicant**”) and Amazon.com Services, LLC. (“**Amazon**,” “**we**,” or “**us**”), and contain the terms and conditions under which you may request funding for, and Amazon may agree to fund, your Event. You agree to be bound by these Amazon Catalyst Funding Terms, including any Program Policies (together, the “**Agreement**”). If there is a conflict between the Amazon Catalyst Funding Terms and the Program Policies, the Amazon Catalyst Funding Terms will prevail. This Agreement does not restrict or modify your or our rights under other agreements we may have with one another.

As used in this Agreement, “**Event**” means an event competition with a call to action for Participant Submissions (both as defined below) as described in your Application, and “**Program Policies**” means Application Responses and all conditions, policies, guidelines, rules, requirements, and other information on the Amazon Catalyst website catalyst.amazon.com (the “**Site**”).

1. **Application Process.** To apply for funding for your Event, visit catalyst.amazon.com/registration and download the application form. Submit your completed application form to catalyst-info@amazon.com (your “**Application**”). You agree that we are entitled to use any comments, suggestions, notes, feedback, content, materials, and other information you provide to us in any Application you submit for any purpose.
2. **Event Selection.**
 - a. We will review your Application and, if your Event is selected, we will send you an “**Application Response**” that will include (i) the conditions under which you may use Amazon Marks (defined below) in connection with your Event (the “**Marketing Toolkit**”); (ii) the amount of funding that you may award to your Event’s winners (the “**Award Amount**”); and (iii) the amount and conditions of funding that we will provide you to market your Event (the “**Marketing Amount**”).
3. **Event Operation.**
 - a. You are responsible for organizing and administering your Event, including reviewing the eligibility of each participant in your Event (a “**Participant**”) and the quality of each Participant’s submission to your Event (a “**Submission**”). Except for the Award Amount and Marketing Amount, you are responsible for any costs or expenses you incur in connection with your Event. You will ensure that your Event complies with, and that Submissions meet, the requirements of this Agreement. If you reschedule, relocate, or cancel your Event, or if you make modifications to your Event such that the description you provided in your Application is no longer accurate, you will promptly email Amazon a summary of the changes at Catalyst-info@Amazon.com. In the event of any such modifications, Amazon may, in its sole discretion, reject the changes and terminate this Agreement.
 - b. You will review the Submissions, and select one or more Submissions as potential winners pursuant to Rules (defined below) you make available to your Participants (each a “**Proposed Winner**”). Once you have made your selection(s), you will promptly send to us (i) a list of the Proposed Winners, (ii) the Submissions for each Proposed Winner and (iii) the amount of funding you intend to award each Proposed Winner. The aggregate amount of funding you intend to award the Proposed Winners will not exceed the Award Amount specified in your Application. Amazon will review the Proposed Winners and the Submissions and will provide written notice of approval or rejection of such Proposed Winners. Amazon may reject any Proposed Winner at its discretion (e.g., if Amazon believes any Proposed Winner’s Submission contains illegal, obscene, disparaging, defamatory, infringing, injurious, or otherwise objectionable content), which will result in you selecting an alternate Proposed Winner for Amazon’s review and written approval. Amazon will notify you of each Proposed Winner that has been approved for funding (each approved Proposed Winner, a “**Award Recipient**”), and provide you with instructions for sending an invoice to us for an amount equal to the aggregate of the proposed award amount for each Award Recipient (the “**Funded Amount**”). Amazon will disburse to you the Funded Amount within 60 days following receipt of a valid invoice from you. You will disburse the entirety of the Funded Amounts to the Award Recipient(s) within 30 days following receipt of the Funded Amount from Amazon and may not change such disbursement (including the Award Recipient(s) or Funded Amount) in any way.
 - c. You will prepare a list summarizing all Valid Submissions, consisting of the “Title” and “One-Liner” sections of the Submissions, which we may publish on the History Page of the Amazon Catalyst website. “**Valid Submissions**” means Submissions that provide all the requested information in the Idea Description template, comply with all the Rules, respond to your Event’s call to action, and do not contain illegal, obscene, disparaging, defamatory, infringing, injurious, or otherwise objectionable content.

4. Requirements for Participants and Submissions. Your Event will have terms and conditions (“**Rules**”) for Participants and Submissions that must be agreed to by Participants. Your Event’s Rules must include the following (along with other relevant terms and conditions):

- a. Participants are not current employees of Amazon or its affiliates or subsidiaries.
- b. Participants have not participated in or had decision-making authority over any Amazon-related procurement within the previous 24 months.
- c. Participants must not be restricted by any applicable laws, rules, regulations, or policies from accepting the Funded Amount.
- d. Participants will not participate in reviewing or selecting the Proposed Winner(s).
- e. Participants warrant that they are the creators and owners of the data and other information and materials included in the Submission (“**Content**”) or otherwise have sufficient rights to be able to make the Content available under the [Creative Commons Attribution 4.0 International Public License](https://creativecommons.org/licenses/by/4.0/) (“CC BY 4.0”).
- f. By submitting Content to you, Participants grant you irrevocable permission to make the Submission available to us and the public under CC BY 4.0.
- g. Participants represent and warrant that the publication and other use of the Content does not infringe on any third-party rights, including copyrights (including the rights of co-authors or co-creators), trademark rights, rights of privacy and publicity, and other intellectual property rights and proprietary rights, and that distribution of the Content under CC BY 4.0 complies with all relevant laws and publisher, funder, and employer guidelines and/or contractual restrictions.
- h. Submissions will follow the Idea Description template and should not include any other documentation, prototypes, software code, or media. (Sample template available at https://catalyst.amazon.com/sample_submission/)
- i. Submissions and Content are deemed public upon submission to you.
- j. Participants represent and warrant that Submissions do not contain Content that is illegal, obscene, threatening, disparaging, defamatory, or otherwise injurious to third parties or objectionable.
- k. You and Amazon may publish and otherwise use Submissions, Content, and information about Participants, including in marketing and advertising. For clarity, the Rules will specify that by participating, Participants grant a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license for you and Amazon to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense the Content, or any portion thereof (including the Participant’s name and likeness as shown and conveyed in the Content), in connection with the Event and for other advertising, marketing, and promotional purposes, and to incorporate Content, in whole or in part, into other works in any manner, form, media or technology now known or later developed.
- l. A statement that by participating, you and Amazon may communicate with the Participants via email in connection with the Event or for marketing and advertising purposes.
- m. A statement that you are the “sponsor” of the Event and that Amazon is not a sponsor or administrator of the Event.
- n. A release of Amazon from liability related to the Event and related promotional activities.
- o. To the extent the Submission will be posted on social media or any other digital platform, Participants must comply with laws, rules, and regulations concerning the use of endorsements and testimonials, including the requirement to disclose their material connection to you (e.g., by posting #contest).
- p. A statement that a Proposed Winner is not an Award Recipient until they have been verified by you and are informed that no additional actions are needed.

5. Representations and Warranties. You represent, warrant, and covenant to us that (i) you have the full power and authority necessary to enter into this Agreement and to make it a binding and enforceable obligation; (ii) except for the Award Amount and Marketing Amount, at your expense, you are solely responsible for all aspects of the Event, including (i) drafting and posting applicable Rules and disclosures, selecting Proposed Winners (without limiting Amazon’s proposed right to reject Proposed Winners as stated above), and obtaining all necessary third-party permissions and approvals, including filing all necessary registrations and bonds; and (ii) deducting and withholding of applicable taxes in compliance with any applicable

law; the preparing and furnishing to each Award Recipient of any return, report or other written statement relating to taxes as required by any applicable law; and obtaining an executed tax forms, as appropriate and applicable, and such other documents and information from each Proposed Winner as necessary for you to comply with any tax reporting and withholding obligations associated with the Event; (iii) Amazon will not be indicated or described in any advertising, marketing, regulatory filings, other materials as a sponsor, co-sponsor, or administrator of the Event; (iv) your Event and your performance under this Agreement will comply with all applicable laws, rules, and regulations, (v) your participation as an Event Sponsor will not create a conflict of interest for Amazon in any ongoing or future procurements; and (vi) you will obtain all permissions necessary from Participants and other persons to perform your obligations under this Agreement.

- 6. Amazon Marks.** Amazon may specify and make available to you trade names, trademarks, service marks, logos, or other commercial symbols of Amazon or any of its affiliates (collectively, “**Amazon Marks**”) in connection with your Event, and in doing so, Amazon grants you a nonexclusive, royalty-free, nontransferable, nonsublicensable, revocable license to use such Amazon Marks solely for the purpose of promoting the approved Event in accordance with the conditions we provide to you. You will not use any Amazon Marks except as set forth in this Agreement. Unless otherwise permitted by the Marketing Toolkit, you must submit to Amazon for prior written approval (not to be unreasonably withheld or delayed) all promotional, marketing, publicity, and/or similar materials that directly name Amazon or display any of the Amazon Marks before displaying, distributing, or publishing such materials in any medium or in any manner (including before posting any such materials in or on any webpage or e-mail or issuing a press release). Amazon reserves all right, title, and interest in and to the Amazon Marks, its copyrights, patents, and other intellectual property rights and associated goodwill, and, except as expressly described in this Section 6, no rights to Amazon Marks or Amazon’s copyrights, patents, or other intellectual property rights are transferred or licensed pursuant to this Agreement. You agree to comply with any brand or usage guidelines provided by Amazon to you in connection with use of the Amazon Marks.
- 7. Your Marks.** We may list your name, website, and other general contact information on the Site. You grant to us and our affiliates a non-exclusive, worldwide, royalty-free license to use any trademark, service mark, trade name, other proprietary logo or insignia, URL, domain name, or other source or business identifier that you provide to us (collectively, “**Your Marks**”) in connection with the advertisement, marketing or promotion of the Amazon Catalyst program, which may include the Site, Event lists, presentations, flyers, brochures, newsletters, and other similar resources. You may elect (but are not obligated) to provide to Amazon or its affiliates other text, images, web content, audio, video, or other content (excluding software) (“**Additional Materials**”), and you grant to us and our affiliates a non-exclusive, worldwide, royalty-free license to reproduce, publish, distribute and translate and otherwise use all or any part of such Additional Materials in connection with the development, support and marketing of Amazon Catalyst. You will ensure you have all rights necessary to grant to Amazon and its affiliates the rights described in this Section. Amazon may make reasonable changes or alterations to Your Marks or your Additional Materials. As between the parties, you own and reserve all right, title, and interest in and to Your Marks and your Additional Materials.
- 8. Term and Termination.** The term of this Agreement will start on the date you submit your Application, and continues until the parties have performed their obligations hereunder, unless terminated earlier by Amazon. Amazon may terminate this Agreement for convenience at any time.
- 9. Taxes.** You may charge and Amazon will pay applicable national, state or local sales or use taxes or value added taxes that you are legally obligated to charge (“**Taxes**”), provided that such Taxes are stated on the original invoice that you provide to Amazon and your invoices state such Taxes separately and meet the requirements for a valid tax invoice. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to you under this Agreement, and payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Agreement. Throughout the term of this Agreement, you will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.
- 10. Release from Liability; Indemnification.** TO THE FULL EXTENT PERMISSIBLE BY LAW, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THIS AGREEMENT AND THE EVENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, AMAZON WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT OR THE EVENT, INCLUDING DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. You will defend, indemnify and hold harmless Amazon, its parent companies, subsidiaries, and any affiliated company, and their respective directors, officers, employees, affiliates, agents, successors and assigns from and against any and all liabilities, claims, demands, losses, damages, causes of action and judgments arising out of or relating to your breach of this Agreement and/or the Event.

11. Disputes. Amazon and you both consent that any dispute with Amazon or its affiliates or claim relating in any way to this Agreement will be resolved by binding arbitration as described in this paragraph, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. Before you may begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, CSC Services of Nevada, Inc., 2215-B Renaissance Drive, Las Vegas, NV 89119. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. The expedited procedures of the AAA's rules will apply only in cases seeking exclusively monetary relief under \$50,000, and in such cases the hearing will be scheduled to take place within 90 days of the arbitrator's appointment. Likewise, Amazon will not seek attorneys' fees and costs from you in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location. **Amazon and you each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **Amazon and you each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

12. Applicable Law. You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Amazon.

13. Miscellaneous. The relationship of Amazon and you established by this Agreement is that of independent contractors, and nothing in this Agreement will create an employer-employee, partnership, or joint venture relationship between the parties. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. The use of the terms "including," "include," or "includes" in this Agreement is illustrative and not limiting. This Agreement will be construed without regard to any presumption or other rule regarding construction against the party causing this Agreement to be drafted. This Agreement represents the entire agreement between the parties with respect to the Event, the Amazon Catalyst Program, and related subject matter, and supersedes any previous or contemporaneous oral or written agreements and understandings. We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on the Site, and you are responsible for informing yourself of all applicable changes or notices. Your continued participation in the Amazon Catalyst Program after Amazon's posting of any changes will constitute your acceptance of such changes or modifications. Sections 4, 6, 7, 8, 9,10, 11, 12, and 13 will survive any termination of this Agreement.

14. Questions. For communications concerning the Amazon Catalyst program, please write to Catalyst-info@Amazon.com.

This Agreement is effective as of the date that this Agreement is fully executed.

Agreed to by both parties:

AMAZON	CATALYST APPLICANT
By: _____	By: _____
Name: _____	Name: _____
Title: _____ Authorized Signatory	Title: _____
Date Signed: _____	Date Signed: _____
Company: <u>Amazon.com Services, LLC</u>	Organization: _____
Address: <u>410 Terry Avenue North</u>	Address: _____
City/State/Zip: <u>Seattle, WA 98109-5210 U.S.A</u>	City/State/Zip: _____