## **Terms and Conditions**

## 1. ACCEPTANCE OF TERMS

ASME Human Powered Vehicle (HPVC) Challenge is open to all ME/Multidisciplinary Engineering and Technology undergraduate students, subject to the following Terms and Conditions ("T&C"), which include our <u>Privacy Policy</u> and any other terms, guidelines, or rules incorporated herein by reference. ASME reserves the right, at its sole discretion, to update the T&C at any time. You can review the most current version of the T&C at any time at the URL for this page. In addition, when using ASME HPVC home page, you shall be subject to any posted guidelines or rules applicable to such challenge.

PLEASE REVIEW THESE TERMS CAREFULLY. BY participating in ASME HPVC (AS DEFINED BELOW) OR REGISTERING TO participate in ASME HPVC, YOU AGREE TO BE BOUND BY THE T&C, INCLUDING ANY POSTED REVISIONS THERETO.

## 2. RESPONSIBILITY FOR SUBMISSION

- 1. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials submitted to the ASME HPVC are the sole responsibility of the person from whom such ("Submission") originated. This means that you and not ASME are entirely responsible for the Submission that you upload, post, e-mail, transmit or otherwise make available through participation in ASME HPVC.
- 2. You acknowledge that ASME has no obligation to pre-screen your Submission, although it reserves the right in its sole discretion to pre-screen, refuse or remove any Submission. In the event that ASME pre-screens, refuses or removes any

Submission, you acknowledge that ASME will do so for ASME's benefit, not yours. Without limiting the foregoing, ASME shall have the right to remove any Submission that violates the T&C or is otherwise objectionable at any time.

### 3. RIGHTS TO SUBMISSION

- 1. ASME does not claim ownership of your Submission. However, you grant ASME and other authorized viewers of the Submission the rights set forth in this Section 3 with respect to your Submission.
- 2. If your Submission consists of information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other copyrightable works, you hereby grant ASME a perpetual, worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display your Submission in whole or in part in accordance with the Creative Commons Attribution-Share Alike 3.0 Unported License (CC-BY-SA), accessible at <a href="http://creativecommons.org/licenses/by-sa/3.0/legalcode">http://creativecommons.org/licenses/by-sa/3.0/legalcode</a>
- 3. To the extent that you believe that the use or implementation of any of your Submission would necessarily read or, infringe or otherwise implicate a patent held by you or any other person, you agree to disclose that position prominently when you upload/submit, post, e-mail, transmit or otherwise make available such Submission as part of participation in ASME HPVC.

# 4. Participant CONDUCT

1. In connection with the Submission for the HPVC, you agree not to:

- (1) upload, post, e-mail, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (2) harm minors in any way;
- (3) impersonate any person or entity, including, but not limited to, an ASME official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any design submission to ASME HPVC;
- (5) upload, post, e-mail, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (6) upload, post, e-mail, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (7) upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (8) upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any

- computer software or hardware or telecommunications equipment;
- (9) intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
- (10) provide material support or resources (or conceal or disguise the nature, location, source or ownership of material support or resources) to any organization designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act;
- (11) stalk or otherwise harass another person or entity;
- (12) reproduce, duplicate, copy, sell, trade, resell or exploit any Content for any commercial purpose.
- 2. You acknowledge, consent and agree that ASME may access, preserve and disclose your Submission if required to do so by law or in a good-faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any design violates the rights of third parties; (d) respond to your requests for customer service;

## 5. PRIVACY

ASME collects personal information when you register for the HPVC and when you use the Service. ASME automatically receives and records information from your computer and browser, including, but not limited to, your IP address, cookie information, software and hardware attributes. ASME will collect, use or share such information in accordance with the ASME <u>Privacy Policy</u>.

### 6. INDEMNIFICATION

You agree to release and hold ASME and its subsidiaries, affiliates, officers, employees, agents, partners and licensors harmless from and defend and indemnify them against any claim or demand, including reasonable attorneys' fees, due to or arising out of: (a) Submission you send, post, transmit or otherwise make available through participation in ASME HPVC; (b) your violation of the T&C; or (c) your violation of any rights of another party.

# 7. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that ASME may establish general practices and limits concerning use of ASME HPVC Submissions, including, without limitation, the maximum number of days that Submission will be retained by ASME; You agree that ASME has no responsibility or liability for the deletion of or failure to store any Submission and other communications or other Submission maintained or transmitted of part of ASME HPVC. You further acknowledge that ASME reserves the right to modify these general practices and limits from time to time.