Terms & Conditions

We promise to be brief, but this is important. The following terms and conditions apply to all applicants and applications.

**Ownership of Intellectual Property.** Applicants will not lose ownership of any intellectual property (business concepts, business plans, or product or service ideas) by virtue of submitting an UpPrize application, participating in our selection rounds or receiving prizes. Applicant will retain ownership of all Applicant’s intellectual property.

**Consent to Publicity.** UpPrize will share all applications, videos and photos Applicant submits via a website created for the Social Innovation Challenge. We also want to share Applicant’s success with the world. By entering the competition, Applicant consents to letting us and the UpPrize sponsors brag about the Applicant. We will use Applicant’s name, likeness, photograph, voice, opinions, hometown, videos, descriptions and commentary for promotional purposes. This could go worldwide, so Applicant’s consent extends to any media outlet.

**Video and Photographs.** Applicant acknowledges that Applicant has obtained permission from all people participating in the creation of all submitted videos and photographs. Applicant guarantees to us that Applicant has the right to use any elements of text, graphics, videos, music, photos, designs, trademarks, or other provided materials and agrees to indemnify us against any and all claims arising from the use of submitted videos and photographs.

**Public Domain.** Applicant’s videos, photographs and application materials will be placed in the public domain. It is the responsibility of the Applicant to ensure that making these materials public does not adversely impact the commercial potential of the project.

**Funds, Due Diligence and Contractual Terms.** The winners of the UpPrize 2024 Challenge, with prizes totaling approximately $300,000, are expected to be announced on or about October 17, 2024. Prior to receiving funding, each selected company must undergo a due diligence review to the satisfaction of Innovation Works, followed by the execution of an agreement detailing the essential terms of the award. It is strongly advised that companies review the Due Diligence Checklist. Innovation Works reserves the right to update and modify these documents as necessary.

**No Joint Venture or Employment.** Applicant acknowledges that by submitting an application to UpPrize, we are in no way offering Applicant employment, entering into a joint venture with Applicant or otherwise becoming obligated to Applicant. Applicant acknowledges that application materials are provided voluntarily and without expectation of remuneration or any future business relationship.

**Release:** Applicant agrees to release and hold harmless Innovation Works, BNY Mellon Foundation of Southwestern Pennsylvania, sponsors, administrators and their respective, affiliates, suppliers, distributors, advertising/promotion agencies, and award suppliers, and each of their respective parent companies and each such company’s officers, shareholders, directors, members, employees, licensors and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Challenge or receipt or use or misuse of any prize.
**Liability.** We will not be liable to Applicant or any third party for damages, including, but not limited to lost profits, physical or financial injury, or other incidental, consequential or special damages arising out of any aspect of the Challenge, even if Applicant has advised us of the possibilities of such damages.

**Disqualification.** We reserve the right to disqualify any applicant for any reason. We reserve the right to seek damages against those that deliberately undermine the legitimate operation of the Challenge.

**Modification, Suspension or Cancellation of Challenge.** The UpPrize sponsors reserve the right to cancel, suspend and/or modify the Challenge, or any part of it, for any reason whatsoever and will not be held liable to Applicant for any related damages.

**Additional Terms.** If any provision of these Terms and Conditions is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. The validity of these Terms and Conditions, the construction and meaning of its terms, and the rights of all the parties involved will be governed by the laws of the Commonwealth of Pennsylvania. Any court action based on these Terms and Conditions or participation in the UpPrize Challenge must be brought in the courts found in Allegheny County, Pennsylvania.

**Due Diligence**

**Alignment with Investment Criteria.** Please be prepared to provide us with information that we will need to investigate and evaluate whether we will make an investment in your organization. In particular, we will need information about relevant aspects of the past, present and predictable future of your organization to evaluate compliance with our investment criteria.

**Due Diligence Process.** If you make the narrowed down list of the most promising applicants, we will send you a checklist of information and documents that your organization will be required to provide within a relatively short time frame. This list will be created for your organization in such a way as to minimize the need to create or obtain documents that are not directly relevant to our investment decision (and whether your organization is a non-profit or for-profit entity). However, all applicants will be required to provide corporate/entity, governance and forward looking financial statements and to disclose information about the individuals involved in the organization, its assets, etc. As the decision process moves along, we may request additional documentation or information as we narrow the pool of applicants.

**Confidentiality.** All information your organization provides as part of the Due Diligence Process will be kept completely confidential.