

# Google “Giving Through Glass” Program 2014

## Official Rules

THIS PROGRAM IS OPEN ONLY TO ORGANIZATIONS THAT ARE RECOGNIZED AS US 501c3 PUBLIC CHARITIES ACCORDING TO THE ELIGIBILITY CRITERIA DESCRIBED BELOW (“**ORGANIZATION**”). ENTRY IN THIS PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The **Giving Through Glass project** (the “**Program**”) is a challenge where participating Organizations submit grant applications which include a description of their mission, specific project idea, and implementation plan, all as detailed in an essay totaling no more than 250 words that answers the question: “how would you use Glass to amplify your organization’s impact in the world in the next six (6) months?” (together, the “**Application**”), for the chance of being awarded a monetary grant and Glass device as described below (the “**Award**”). The grant Applications will be evaluated by a team of Google employees in collaboration with Marden-Kane, World Wildlife Fund, Samasource, GiveDirectly, Do Something Inc., and Charity:Water, and Google will choose five (5) Program winners (“**Winners**”). See below for the complete details.

**1. BINDING AGREEMENT:** In order to enter the Program, you must agree to these Official Rules (“**Rules**”) on behalf of your Organization. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an Application in the Program constitutes your and your Organization’s agreement to these Rules. You may not submit an Application to the Program and your Organization is not eligible to receive an Award described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between your Organization and Google with respect to the Program.

**2. ELIGIBILITY:** To be eligible to enter the Program, you must:

- (a) be 18 years or older and an authorized representative of an Organization;
- (b) be a registered US 501c3 public charity;
- (c) have access to the Internet as of May 20, 2014 in order to submit an Application and participate in other online aspects of the Program;
- (d) not discriminate on any unlawful basis in either hiring/employment practices or in the administration of programs and services;
- (e) not discriminate on the basis of sexual orientation or gender identity in hiring/employment practices; and
- (f) agree that if you receive an Award, it will be used for programs open to all persons regardless of religion and will not be used for religious instruction.

The Program is void where prohibited by law. Google reserves the right to verify eligibility and to adjudicate on any dispute at any time. These rules are binding on you, individually, and your Organization. You warrant that you are acting within the scope of your employment, as an employee, officer or director of Organization, and that such Organization has full knowledge of your actions and has consented thereto, including the Organization’s potential receipt of an Award. You further warrant that your actions do not violate your Organization’s policies and procedures.

**3. PROGRAM ORGANIZATION AND ADMINISTRATION:** The Program is organized by Google Inc. (“**Google**”), a company incorporated under the laws of the United States whose principal place of business

is at 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA. The Program is administered by Marden-Kane, Inc. ("**Marden-Kane**"), an independent judging organization whose principal place of business is at 1055 Franklin Avenue, Suite 300, Garden City, NY 11530. Additional Judging services are being provided by World Wildlife Fund, Samasource, GiveDirectly, Do Something Inc., and Charity:Water.

**4. APPLICATION PERIOD:** The Program begins at 8:00pm PT on April 22, 2014, and ends at 11:59pm PT on May 20, 2014 ("**Application Period**").

**5. HOW TO ENTER:** To enter the Program, visit the Program website located at [g.co/givingthroughglass](http://g.co/givingthroughglass) ("**Program Site**") during the Application Period and follow the instructions for submitting an Application that includes information about your Organization, your specific project idea, and implementation plan. The Application must meet the **Application Requirements** described below.

Organizations may submit multiple Applications. All Applications must be received during the Application Period. Applications are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All Applications will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the person submitting an Application may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person authorized by the Organization to submit an Application and assigned to an email address by an Internet service provider, online service provider, or other Organization responsible for assigning email address for the domain.

**6. APPLICATION REQUIREMENTS:** The Application must meet the following requirements ("**Application Requirements**"):

- (a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Program;
- (b) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state or local laws and regulations where the Application is created;
- (c) It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Program, as determined by Google, in its sole discretion;
- (d) It must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity;
- (e) It cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights;
- (f) It must be in English; and
- (g) It must be submitted on behalf of an Organization that is a registered US 501c3 public charity.

During the Application Period, Google and/or its agents will be evaluating each Application to ensure that it meets the Application Requirements. Google reserves the right, in its sole discretion, to disqualify any Organization which submits an Application that does not meet the Application Requirements.

**7. JUDGING:** Applications will be reviewed by a team of employees from Google, Marden-Kane, World Wildlife Fund, Samasource, GiveDirectly, Do Something Inc., and Charity:Water (collectively, the "**Advisors**"). The Advisors will evaluate each Application based on the following criteria ("**Criteria**"):

**(a) Glass Implementation.** Does the Organization clearly communicate their understanding of how Glass works, and why Glass uniquely helps them achieve their goals?

**(b) Impact.** How many people will be affected if successful and to what extent?

**(c) Innovation.** Does the project tackle the issue it seeks to address in a new and creative way?

**(d) Feasibility.** Does the team have a well-developed, realistic plan to execute on the proposal within a six (6) month time frame?

In order to permit Google to select the Winners, an Organization may be required to submit additional information. During the period of May 20, 2014, to June 4, 2014, Organizations may be contacted via telephone and/or email at Google's discretion to provide such information, which may include but is not limited to the following:

- (a) An affidavit of eligibility;
- (b) A release of liability/publicity;
- (c) a W9 form;
- (d) Audited financial statements;
- (e) Relevant bank wire information;
- (f) Recent bank statements;
- (g) Full list of full legal names of senior leadership, trustees, and board members;
- (h) Relevant information on any government affiliation or public funding;
- (i) Further details or information on Organization's project idea and implementation plan; and
- (j) If the Application is being submitted by an Organization in the capacity of a fiscal sponsor, further information regarding the relationship between the Organization and the sponsored group.

If an Organization does not respond to the request for additional information within the timeline specified in the first notification attempt, then such Organization will be disqualified.

During the period of June 9, 2014 to June 17, 2014, the Winners will be selected by Google and notified by telephone and/or email, at Google's discretion. Non-Winners will not be notified. All Winners will be required to sign a grant agreement, as described below. If a Winner does not sign a grant agreement, or does not respond within the timeline specified in the first notification attempt, then such Winner will be disqualified and an alternate Winner will be selected from among all eligible Applications received based on the judging criteria described herein. With respect to notification by telephone, such notification will be deemed given when the Winner engages in a live conversation with Google or when a message is left on the Winner's voicemail service or answering machine by Google, whichever occurs first. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

**9. AWARDS:** Each of the five (5) Winners will receive the following Award:

- A Glass device
- \$25,000 grant funding to implement the project described in their Application
- A trip to Google, during which they will learn to use their Glass device
- The opportunity to be connected to the Glassware developer network

All Awards will be awarded, provided more than enough qualified Applications have been received.

Decisions of Google and/or its agents are final and binding in all respects of the Program and no correspondence shall be entered into.

**10. AGREEMENTS:** All selections of Winners are subject to a legal due diligence review of each Organization, and the execution of a grant agreement between Google and each Organization. If the Organization does not pass the legal due diligence review as determined by Google in its sole discretion, or if the Organization does not sign a grant agreement, Google will select an alternative Winner.

No transfer, substitution or cash equivalent for Awards is allowed, except at Google's sole discretion. Google reserves the right to substitute an Award, in whole or in part, of equal or greater monetary value if an Award cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and approximate retail value will not be awarded.

**11. TAXES:** AWARDS TO WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL AWARDS WILL BE NET OF ANY TAXES GOOGLE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON AWARDS ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive an Award, Winners must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law. The Winner is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If a Winner fails to provide such documentation or comply with such laws, the award may be forfeited and Google may, in its sole discretion, select an alternative Winner.

**12. GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. Google reserves the right to disqualify any Organization from the Program if, in Google's sole discretion, it reasonably believes that the Organization has attempted to undermine the legitimate operation of the Program by cheating, deception, or other unfair practices or annoys, abuses, threatens or harasses any other Organizations, Google, or the Advisors.

**13. INTELLECTUAL PROPERTY RIGHTS:** The Organization retains ownership of all intellectual and industry property rights (including moral rights) in all materials submitted to the Program Site or to Google, Marden-Kane, or their representatives as part of its Application, including, without limitation, photographs, comments, information, text, video, feedback, creative ideas, suggestions, or other materials (each a "Submission" and collectively, the "Submissions"). All Finalists hereby grant to Google, Marden-Kane, and their affiliates, partners, and representatives, a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display the Finalist's Submission, in whole or in part, throughout the world in any form, media, or technology, including all promotion, marketing, publicity, and any other uses thereof related to the Program, without notice or attribution to you, the Organization, or any other entity or person and without obtaining any further permission or license or making any payment whatsoever, to the maximum extent permitted by law, and you acknowledge that Google and Marden-Kane have no obligation to use your Submission.

**Any material an Organization submits to the Program Site or to Google, Marden-Kane, or their representatives and partners is not confidential or proprietary and Google and its representatives and partners shall be under no obligation to maintain the confidentiality of any content submitted.**

**All Winners will be required to sign a grant agreement, which will include a provision requiring that any intellectual property rights created with Award funds must be placed and widely disseminated in the public domain, free for any use.**

**14. PRIVACY:** Organization acknowledges and agrees that Google may collect, store, share and otherwise use personally identifiable information provided during the Application process and the Program, including, but not limited to, name, mailing address, phone number, and email address. Google will use this information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>), including for administering the contest and verifying Organization's identity, postal address and telephone number in the event an Application qualifies for an Award. Organization has the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Program by writing to Google at this email address [givingthroughglass@google.com](mailto:givingthroughglass@google.com).

**15. PUBLICITY:** By accepting an Award, Organization agrees and consents to Google and its agencies' use of Organization's name and/or likeness to name the Organization for a reasonable time during and after completion of the Program without additional compensation in promotional material of Google (or its agents) as a Winner of the Program without additional compensation, unless prohibited by law. Organization's information may also be transferred to countries outside the country of Organization's incorporation. Such other countries may not have privacy laws and regulations similar to those of the country of Organization's incorporation.

**16. WARRANTY AND INDEMNITY:** Organizations warrant that their Applications are their Organization's original work and, as such, the Organization is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Program and grant all required licenses. Each Organization agrees not to submit any Application that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) is confidential or proprietary information; or (3) otherwise violates the applicable state, federal or local law. To the maximum extent permitted by law, each Organization indemnifies and agrees to keep indemnified employees, interns, contractors, and official office-holders of Google, Marden-Kane, World Wildlife Fund, Samasource, GiveDirectly, Do Something Inc., Charity:Water, or their parent companies, subsidiaries, affiliates ("**Program Entities**") at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Organization and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Organization agrees to defend, indemnify and hold harmless the Program Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Application or other material uploaded or otherwise provided by the Organization that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Organization in connection with the Program; (c) any non-compliance by the Organization with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Organization's involvement with the Program; (e) acceptance, possession, misuse or use of any award or participation in any Program-related activity or participation in this Program; (f) any malfunction or other problem with the Program Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any award or Winners.

**17. ELIMINATION:** Any false information provided within the context of the Program by any Organization concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Organization from the Program.

**18. INTERNET:** Program Entities are not responsible for any malfunction of the entire Program Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Applications due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Program Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an Organization's ability to participate.

**19. RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program. Google further reserves the right to disqualify any Organization which tampers with the submission process or any other part of the Program or Program Site. Any attempt by an Organization to deliberately damage any web site, including the Program Site, or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such Organization to the fullest extent of the applicable law.

**20. NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an Application into the Program, the awarding of an Award, or anything in these Rules be construed as an offer or contract of employment with the Program Entities. You acknowledge that you have submitted your Application voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you or your Organization and the Program Entities and that no such relationship is established by your submission of an Application under these Rules.

**21. FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Program are hereby excluded, and all Organizations expressly waive any and all such rights.

**22. ARBITRATION:** By entering the Program, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Program will be decided by binding arbitration. All disputes between you and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The

parties agree to share equally in the arbitration costs incurred.

**23. WINNERS:** The five (5) Winners will be announced on the Program Site on or about June 17, 2014.