

a. **GENERAL**

All visitors, users and others who sign-up, login, register and/or continue to browse and use this website are agreeing to comply with and be bound by the following terms and conditions (also refers to as “**Terms**“, “**Rules**” or “**Official Rules**”) of use, which together with our privacy policy govern Pensole’s relationship with you in relation to this website. The term “**Pensole**” or “**us**” or “**we**” refers to Pensole, LLC. The term “**you**” refers to the visitors, users and/or others who visit, use and/or browse our website.

b. **SIGN-UP AND REGISTRATION**

By signing up on our website, you guarantee that you are: (i) fully able and competent to accept the terms and conditions and that the information you provide us is accurate and up to date. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account, (ii) you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

By registering for any of our classes, contests, competitions, and/or tournaments (“**PROGRAMS**”), you guarantee that you are more than 18 years of age, and that you agree to comply with and be bound by this Terms and Conditions as well as any additional Rules, Terms and Conditions, and/or any legal documentations provided by our partners, sponsors and/or other entities we work with/for. To the extent that any conflict exists between these Terms and Conditions and any specific Official Rules and Regulations, such documentations provided, for the Programs in which you choose to participate, by our partners, sponsors and/or other entities we work with/for shall govern. Specifically, in registering for one or more of the Programs, you acknowledge and agree that: (i) you are an existing HBCU student / or recent student (within last 2 years), (ii) you are not currently employed as a product designer (apparel, accessories, soft goods, or footwear) for any third party; (iii) you do not have more than five (5) years of experience in the fashion industry, in any capacity; (iv) if you are currently an NCAA athlete, you must forfeit any prize money or other consideration you may receive as part of any Program; (v) Pensole and/or its partners have the sole discretion to determine the criteria for any advancement of any design you may submit in any competition and may modify, alter or amend any such design as we or they may determine; and (vi) with regard to any Program where Foot Locker or any affiliate of Foot Locker is a partner, you agree that (a) you may not participate if you are employed by any footwear brand or by Foot Locker; (b) you are restricted from employment with Foot Locker for a period of one (1) year after release of the product if your design is selected as the winner.

You agree to accept responsibility for any and all activities or actions that occur under your account and/or password.

**c. CONTENT PROVIDED BY PENSOLE**

This website and its content is the copyright of Pensole. All rights reserved. The content, including but not limited to the information, offerings, text, graphics, video, or other materials, provided by us on this website is for your general information and non-commercial use only. It is subject to change at any time without notice. We strive to maintain accuracy of content, in a timely manner. However, neither we, nor any third parties guarantee the completeness, timeliness, accuracy, reliability or availability of the content. You acknowledge that all content provided by us may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

We will not be liable for the website being unavailable due to technical issues beyond our control. Further, we shall not be liable to you or any third party for any modification, suspension or discontinuance of the website. We have no control over the content of the links to other websites; therefore, we will neither take responsibility nor be liable over the content and offerings, privacy policies, or practices of any third party web sites or services.

Our website may contain material found through search engine. Your use and sharing of any information or materials provided on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. The content provided on this website is owned by us, except where noted. You agree to not use, reproduce and/or modify the content provided by us for commercial purposes and/or personal gain without our written consent or complying to the rules, terms and conditions and/or copyright notice of the respective owners.

**d. CONTENT RECEIVED FROM YOU**

You warrant: (i) the rights of ownership of, or the permission to use, the content you publish and/or submit to us; (ii) that the content received from you does not violate the copyrights or any other rights of any person or entity; and (iii) that the content provided by you is legal, reliable, and appropriate.

Unless we accept your agreement to transfer the rights of ownership of any content you submit for the Program you choose to participate, you retain all the rights of ownership and are responsible to protect those rights. We assume no liability for any content you publish and/or submit to us with or without the transfer of the rights of ownership to us.

You grant us the rights and license without royalty fee(s) to: (i) perpetually and irrevocably use, reproduce, modify, publicly display and/or distribute the content you publish and/or submit to us; and (ii) be able, without the obligation, to monitor and edit the content you publish or submit to us.

e. **CONTENT CREATED FOR OR DURING THE PROGRAMS**

If you are accepted to join one or more of our Programs, you understand and agree that: (i) Pensole; (ii) the specified person and/or entity that works and/or partners with us; or (iii) the specified person and/or entity that sponsors the Program(s) (“**Companies**”) will have proprietary rights to all Creative Works generated for or during the programs. You are responsible to agree to, comply with and be bound by the provision of any Non-Disclosure Agreement provided to you by any of the Companies prior to joining any Program.

You understand and agree that any and all revisions, modifications, alterations or improvements thereto at any time made by any of the Companies, shall be and remain the sole and exclusive property of such Companies. You will not, except upon the express written permission of the applicable Companies, make or file any applications or registrations for any legal protections to or for the Creative Works. All publications of the creative work or of any confidential information shall disclose that the legal protections are held by the Companies. All goodwill associated with the creative works and the legal protections shall belong directly and exclusively to the Companies. You shall assist the Companies in obtaining legal protections at the Companies’ discretion, including but not limited to executing any declarations, oaths, assignments, and/or other papers required for obtaining legal protections.

You agree to obtain written approval from the Companies for all accreditation you wish to publish, including but not limited to social media sites, your controlled websites, etc., for which the Companies’ approval shall not be unreasonably withheld.

As used in these Terms and Conditions, the term “**Creative Works**” shall mean any and all ideas, know-how, concepts, drawings, designs, plans, specifications models, finished or unfinished products, computer programs, written or recorded materials or information, and any and all other works involving mental or physical impressions or creativity, and including all improvements and inventions, conceived by you, or at your direction, or in which you have any involvement whatsoever for the Companies, during the term of the Program.

As used in these Terms and Conditions, the term “**Legal Protections**” shall mean all the rights of copyright, United States or foreign patents, rights of patent, pending patent applications, trademark, service mark and trade name protections and registrations, and all other statutory and common law legal protective rights to intellectual property and products.

As used in these Terms and Conditions, the term “**Companies**” shall mean either one or all of the following parties: (i) Pensole; (ii) the specified person and/or entity that works and/or partners with us; or (iii) the specified person and/or entity that sponsors the Program(s).

You may regain the right of ownership of the Creative Works generated under certain Programs, with the Companies' written consent.

f. **TERMINATION**

Pensole reserves the right to restrict and/or terminate the account, without prior notice, that: (i) contains illegal, fraudulent, and/or inappropriate text, information and/or activities; (ii) breaches or violations of these Terms and Conditions or any other incorporated agreements or guidelines; (iii) requests by law enforcement or other government agencies; (iv) is a request by you (self-initiated account deletions); (v) creates unexpected technical or security issues or problems; or (vi) any extended period of inactivity.

Pensole reserves the right, under certain circumstances and at any time without prior notice, to: (i) cancel any Programs and/or the promises and offerings pertaining to the Programs; (ii) immediately terminate you from the current or future Programs if we deem you inappropriate and/or incompetent to begin or continue to join and/or finish the Programs. We will not assume liability for any loss as a result of such termination.

g. **NOTIFICATION OF LOCAL LAW**

The use of the Pensole website is governed by the laws of the State of Oregon. Jurisdiction and venue for any cause of action related to these Terms and Conditions shall be with a federal or state court located in Multnomah County, Oregon. We do not guarantee that the website is appropriate or available for use in other locations. Those who access or use the website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**INDEMNIFICATION**

- h. You agree to defend, indemnify and hold harmless Pensole, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Pensole, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorneys' fees) arising from: (i) your use of and access to the website; (ii) your violation of any term of these Terms and Conditions; (iii) your violation of any third party rights, including without limitation any patent, copyright, property, trade secret or privacy rights; (iv) any claim that one of your user submissions caused damage to a third party. This defense and indemnification obligation will survive even if you discontinue use of the website for any reason.

i. **ASSIGNMENT**

You may not assign or delegate the obligations under these Terms and Conditions, either in whole or in part, without the prior written consent of Pensole. We may, in our discretion, assign any of our rights or obligations under

these Terms and Conditions to a third party, with or without notice, either in whole or in part.

j. **DISCLAIMER**

We reserve the right to modify these Terms and Conditions at any time. By continuing to access and use the content provided on this website and/or join our Program(s), after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are subject to termination.

k. **CONTACT US**

If you have any concerns or questions, please contact us at [programs@pensole.com](mailto:programs@pensole.com)