

Future Is Clean - Terms of Service

Last updated: [6 March 2015]

The Future Is Clean campaign (the "Campaign") is a movement created by the Fondation Solar Impulse (the "SI Foundation").

These terms of service (the "Terms of Service") outline the rights and responsibilities linked to your use of the platform and services provided on this website for the Campaign by the SI Foundation and/or by Solar Impulse SA (collectively with the SI Foundation, "Solar Impulse", "We", "we" or "us")

1. Account

1.1 Account Creation

Your activities on the Campaign platform and access to the services require the creation of an account (the "**Account**"). When you participate in the Campaign, an Account is created for you automatically. You acknowledge and agree that some or all your Campaign activities shall be recorded in the Account.

For the purposes of these Terms of Service, "participation" in the Campaign includes without limitation all activities that you undertake in relation to the Campaign, including without limitation clicking "I Agree" on the Campaign call to action, participating gathering voices in support of the Campaign, and all activities undertaken on the Campaign platform via social networks and associated user accounts (such as Facebook, Twitter, Google+, or otherwise).

The Account is created regardless of whether you share your activity on the social networks associated with said Account or not.

1.2 Responsibility

You have to be at least 13 (thirteen) years or older to participate in the Campaign.

When setting up your Account, you must provide accurate and complete information as requested.

You have complete responsibility for your Account and everything that happens on your Account, including without limitation for any harm or damage to Solar Impulse or to any third party caused by someone using your Account without your permission.

You may not transfer your Account to someone else or use someone else's account without such person's permission. You undertake to inform Solar Impulse immediately upon learning that someone else may be using your Account without your permission by contacting us through the following email [contact@futureisclean.com].

2. Content

The objective of the Campaign is to collect voices agreeing with the Campaign's call to action: "*I want my government to act for a clean future*" (the "**Call to Action**"). By participating in the Campaign, you agree that your Account will be counted towards the total number of voices agreeing with the Call to Action and that such results may be presented in individual or aggregate form in public media and forums at the discretion of Solar Impulse and the organizers of the Campaign.

As a participant in the Campaign, you agree that information associated with your Account, including without limitation any public profile pictures and information provided by social networks associated with your Account or pictures or information submitted privately specifically for the Account, may be used in the context of the Campaign and displayed publicly, in any media, including without limitation the Campaign website, or to other Account holders in association with the Campaign, as is or as freely modified by Solar Impulse from time to time. You acknowledge and agree that the Account information and any other information you submit in the context of the Campaign is not confidential. You retain ownership over your images associated with your public profile, but acknowledge and agree that no fee, compensation or any other consideration shall be due by Solar Impulse for the use that may be made of said images in the context of the Campaign in conformity with these Terms of Service.

3. Discretionary Use

Solar Impulse has full discretion to make use of the information provided in the Account, including without limitation full discretion not to make use of such information. In particular, participation in the Campaign does not give you the right to be associated with the Campaign in any form or manner, any such association remaining at the sole discretion of Solar Impulse at all times.

Solar Impulse may terminate or suspend your permission to use the Campaign platform and services or disable your Account at any time, with or without notice, at its sole discretion. You may request Solar Impulse to remove your Account and information associated with it. Solar Impulse shall take steps towards effecting such removal within a reasonable timeframe.

4. No Liability

We are not responsible for the content of our users, and we do not monitor user content: Content posted by users comes from people, organizations and other various sources. We make no promises about the reliability of any source or the accuracy, usefulness, safety, or intellectual property rights of any user content nor do we endorse or support any views, opinions, recommendations, or advice that may be posted by users. You acknowledge that certain participants may have commercial interests in their campaigns. We do not monitor or review petitions or other content submitted by users, or evaluate them for compliance with foreign or domestic laws and regulations. You therefore use the Campaign platform and rely on any content you find at your own risk.

5. Solar Impulse Rights

All right, title, and interest in and to the Campaign platform and services including without limitation the website, existing or future applications, APIs, databases, and content submitted or provided through our service (but excluding content provided by users) are and will remain the exclusive property of Solar Impulse and its licensors.

Participation in the Campaign or otherwise does not give you a right to use the Solar Impulse name or any of the Solar Impulse or Future Is Clean name, trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may

provide regarding Solar Impulse or Future Is Clean is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

6. Competition

Your participation in the Campaign will entitle you to participate in the competition organized in the context of the Campaign (the "**Competition**") under the following terms and conditions:

- (i) You are at least 18 (eighteen) years old and above legal age in your home jurisdiction or your participation both in the Campaign and in the Competition are approved in the form required by us by your legal guardian.
- (ii) You acknowledge and agree that the prize list provided on the Campaign website and/or through other sources by the Campaign organizers is indicative only. In particular, neither Solar Impulse nor any other person or entity associated with the Campaign guarantees that you will receive the advertised prizes, or that the prizes will be available once the Campaign concludes and the prizes are awarded. Given the nature of the prizes, you acknowledge and agree that Solar Impulse shall have the discretionary right to provide alternate prizes or withhold them if it appears for whatever reason that the prize is not available for any reason.
- (iii) If the prize consists in or includes your being on site in any location in the world, then you acknowledge and agree that such prize shall be subject to your having valid travel papers, including without limitation passports, visas and any other required documents. Neither Solar Impulse nor any other party may be required to provide you with financial or legal assistance in obtaining such documents beyond the confirmation that you have been awarded a prize.
- (iv) Only one Account shall be accepted for participation in the Competition per person. Points accumulated over several accounts shall not be added.
- (v) The prize is not transferable to any person or entity. Should you decide not to claim your prize within the allotted timeframe, the Campaign organizers shall be entitled to attribute the prize to a new winner at their discretion.
- (vi) No part of the prize is exchangeable or otherwise redeemable for any form of cash or other compensation.
- (vii) Solar Impulse is under no obligation to communicate with you with respect to the Competition.

You acknowledge and agree that Solar Impulse is entitled to change any of the rules pertaining to the Competition at its discretion and without notice.

Solar Impulse reserves the right to refuse any person's participation in the Competition, at its sole discretion.

7. No liability

YOU ACKNOWLEDGE AND AGREE THAT NEITHER SOLAR IMPULSE NOR ANY THIRD PARTY SHALL HAVE ANY LIABILITY, DIRECT OR INDIRECT, TO YOU OR ANY OTHER PERSON OR ENTITY AS A RESULT OF THE USE OF THE ACCOUNT AND INFORMATION ASSOCIATED THEREWITH BY ANY AUTHORIZED OR UNAUTHORIZED PERSON OR ENTITY, OR AS A RESULT OF YOUR PARTICIPATION IN THE COMPETITION OR IN ANY OTHER ASPECT OF THE CAMPAIGN.

8. Miscellaneous

8.1 Severability

If any provision of these Terms of Service is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the fullest extent possible. In any event, all other provisions of these Terms of Service shall remain valid and enforceable to the fullest extent possible.

8.2 No Waiver

The failure of any of Solar Impulse to exercise or enforce any of the provisions of these Terms of Service or any rights with respect thereto shall in no way be deemed as a waiver of such provisions or rights or in any way affect the validity of these Terms of Service. The waiver of any breach of these Terms of Service by Solar Impulse shall not operate to be construed as a waiver of any other prior or subsequent breach.

8.3 "As is" Service

Usage of the Campaign platform and of the Account is provided on an "as is" basis. Solar Impulse and the Campaign partners and agents expressly disclaim all warranties of any kind, whether express or implied, including without limitation the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Neither Solar Impulse nor any other party makes any warranty as to the error-free nature of the Campaign platform or that any errors will be fixed, or that the contents of the Campaign platform are accurate. Any content obtained through use of the platform is obtained at your own risk. Neither Solar Impulse nor any Campaign partners shall be responsible for any damage caused to your computer or data or for any bugs, viruses, Trojan horses or other destructive code resulting from use of the platform or any content obtained from the platform.

8.4 No Guarantee of Continuity

Solar Impulse may discontinue the Campaign at any time at its discretion without notice.

9. Applicable Law - Dispute Resolution

These Terms shall be governed by Swiss substantive law, without regard to conflict of laws rules.

Any dispute or difference arising out of or in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts of Lausanne, Switzerland, subject to the right of appeal to the Federal Tribunal.