

Innovate for Impact: Siemens Design Challenge

Terms of Use

By participating in the Siemens Design Challenge project (“Project”) you agree to be bound by the following legal terms:

In consideration of your participation in the Project you represent that you are of legal age to form a binding contract and are not a person barred from participation in the Project under the laws of the United States or any other applicable jurisdiction.

INTELLECTUAL PROPERTY. You acknowledge and agree that Siemens and all other participants in the Project have the unrestricted right to use the Intellectual Property contributed to the Project (“Project IP”). You acknowledge and agree that the intended outcome of the Project is a design, which will be freely available for any person or entity to manufacture. You will not hold any rights in the Project IP you contribute.

WARRANTIES. By participating in the Project, you represent and warrant that all information and materials you submit are true and complete to the best of your knowledge and that the Project IP:

- (a) Is your own original work;
- (b) Contains no confidential information or trade secrets (yours or anyone else’s);
- (c) Does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- (d) Contains no malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- (e) Does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement; and
- (f) Does not trigger any reporting or royalty or other obligation to any third party.

INDEMNIFICATION. By participating in the Project, you agree to release, indemnify and hold harmless Siemens and its respective parents, affiliates, subsidiaries, contractors and licensees and other business partners (collectively, “Siemens”) from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys’ fees) resulting from or arising out of your participation in the Project.

LIMITATION OF LIABILITY. You understand and agree that Siemens shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from your participation in the Project.

SEVERABILITY. The invalidity or unenforceability of any provision of these terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these terms shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

WAIVER. By participating in the Project, you waive all rights to seek injunctive relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.

APPLICABLE LAW. You agree that these terms and the relationship between you and Siemens shall be governed by the laws of the United States and the State of Texas.

You acknowledge and agree that all aspects and content of your participation, including the Project IP, shall be treated as if made in the United States and United States laws relating to patents, inventions, assignments and compensation shall supersede the relevant laws of any country in which the Project IP may have been conceived and/or made.

For participants living outside the United States, you specifically acknowledge that you accept the practices and policies outlined in these terms and consent to having your data transferred to and processed in the United States and in other countries as needed for Siemens' business purposes.