



## **Big Bets Fellowship: Economic Opportunity | United States**

### **Terms & Conditions**

1/14/2025

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### **Big Bets Fellowship: Economic Opportunity | United States Official Rules, Terms, and Conditions**

NO FEE, DONATION, OR PURCHASE IS REQUIRED TO ENTER OR TO BE SELECTED FOR THE BIG BETS FELLOWSHIP: ECONOMIC OPPORTUNITY | UNITED STATES

The following rules, terms, and conditions (“Fellowship Terms and Conditions”) govern participation in the Big Bets Fellowship: Economic Opportunity | United States (the “Fellowship”).

By checking the acceptance box and submitting an application or otherwise participating in the Fellowship you expressly, fully and unconditionally agree to be bound by, and to at all times be in full compliance with, the Fellowship Terms and Conditions. Further, you



indicate that you understand and intend the Fellowship Terms and Conditions to be the legal equivalent of a signed, written contract between you and the Funder (as defined below) and equally binding, and you accept the Fellowship Terms and Conditions without limitation or qualification. If you do not agree and accept the Fellowship Terms and Conditions, you are not eligible for the Fellowship and you should proceed no further with the application process and exit the website immediately.

The Fellowship is void where prohibited by law.

Please direct any questions or communications about the Fellowship Terms and Conditions or the Fellowship to [BigBetsFellowship@rockfound.org](mailto:BigBetsFellowship@rockfound.org). During the duration of the Fellowship, there may be clarifications issued applicable to the Fellowship Terms and Conditions, which will be updated on this website and communicated to Applicants via the email they have provided.

## **1. DESCRIPTION OF FELLOWSHIP**

The Rockefeller Foundation, with a domicile at 420 Fifth Avenue, New York, NY (“the Foundation” or “Funder”), the funder of the Fellowship, is a charitable foundation headquartered in New York.

The Foundation is sponsoring the Fellowship. The goal of the Fellowship is to equip leaders with the [Big Bets mindset and skills](#) needed to advance their identified solutions with breakthrough potential to help underserved or vulnerable communities.

The Fellowship will bring together a diverse and interdisciplinary cohort of emerging leaders working to transform economic systems fostering the development of sustainable solutions, resilient communities, and policies that advance economic prosperity. In 2025, the program will be focused on solutions to tackle economic opportunity challenges facing underserved communities in the United States of America (“US”).

The Fellowship welcomes applications that are implementing solutions from a range of potential angles in the US, as described in the Section 3 of these Terms and Conditions, with an emphasis on scalable impact to provide services to or improve the lives of underserved and vulnerable communities.

The Fellowship is targeted at emerging leaders who are eager to develop their leadership alongside a cohort of other ambitious leaders. Through a combination of inspirational and applied programming, network building, and personal development, the Fellowship is a



four-month program designed to set leaders and their solutions on a trajectory for bold impact now and into the future.

The Fellowship program is anchored on a week-long convening at The Rockefeller Foundation's Bellagio Center in Lake Como, Italy. Additional programming over the four months will include virtual and in-person gatherings, cohort and network building, integrative curriculum, and focused strategic guidance from experts and peers to advance the fellows' solutions.

The Fellowship is open to individuals representing visionary projects that agree to be, and can be legally bound by these Fellowship Terms and Conditions (hereinafter "Applicant(s)" or "you/your"). Please see Section 4 for detailed Eligibility criteria.

## **2. APPLICATION PROCESS**

The Rockefeller Foundation will source Applicants through two distinct pipelines:

- **RF-network:** The Rockefeller Foundation has identified and set up a network of senior experts working in the US to act as nominators for this Program. Nominators are responsible for putting forward names of potential Applicants by January 26, 2025. All names put forward through nomination will receive an Eligibility Form (defined below) for initial evaluation.
- **Big Bets Community:** All Members of the Big Bets Community who sign up by February 5, 2025, will receive an Eligibility Form for initial evaluation.

All potential Applicants who are interested in applying for the Fellowship must complete the Eligibility Form.

The "Eligibility Form" is a short survey to assess eligibility for the Fellowship, covering the Applicant's age, availability to participate in in-person gatherings, and years of experience.

All Applicants who successfully pass the eligibility criteria set in the Eligibility Form will be invited to apply.

The application will consist of two parts. The first part of the Application will be sent immediately upon confirmation of eligibility. The application will cover the following items relating to the Applicant's project ("Pre-Application Form"):

- Name
- Description of project



- Fit as a Big Bet
- Project impact in the US
- Impact of the Fellowship on your project
- Project purpose
- Project focus
- Project stage
- Signs of traction
- If the Applicant is affiliated with or employed by an organization, details on the organization and the Applicant's role in the organization.

The complete Pre-Application Form questions can be found [here](#).

Answers to the Pre-Application Form will be evaluated against the Project Selection Criteria, specifically the project's Charitability, Regional Relevance, Economic Opportunity Focus, and Viability, as defined in Section 3 of these Terms and Conditions.

The Rockefeller Foundation will select finalist candidates (expected to be no more than 36) who best meet the Project Selection Criteria detailed below in Section 3.

These finalists will be invited to the second part of the Application process ("Full Application Form") by early March. The second part of the Application will cover the following areas relating to the Applicant's professional experience and their project:

- Applicant's professional background
- Applicant's previous experience driving impact
- Applicant's preparedness to deliver on the project's goals
- Applicant's motivation to drive the project
- Project's relation to other solutions and the broader ecosystem
- Expected challenges
- Vision for the future
- Resource plan
- Fit with the Big Bets mindset and the program

The complete Full Application Form questions can be found [here](#).

In addition to completing the Full Application Form, all Applicants who wish to be considered for the Fellowship must provide a reference letter from an expert, who is a recognized leader in their field with at least 15 years of work experience, using the Reference Form (defined below).



The Reference Form is a short form where senior experts are asked to provide a rationale as to why a given Applicant should be considered for the Fellowship (“Reference Form”).

All Applicants who wish to be considered for the Fellowship must complete the Full Application Form and submit their Reference Form by March 23, 2025.

Answers to the Full Application Form will be evaluated against the Fellowship Candidate Selection Criteria and Project Fit (as defined below) by the Foundation, with support from the Judges (as defined below).

As part of this final evaluation conducted by the Foundation, all finalists will be invited for an online interview to assess their compatibility with the Fellowship’s objectives and determine the Applicant’s suitability for the program. All interviews will be conducted in English, by the end of April.

During the Application process, the Foundation may ask Applicants to answer clarifying questions about their projects or eligibility. The answers to these questions might also be included as part of the Full Application Form and evaluation of finalists.

Final selection will be made by the Foundation. Successful fellows will be notified via the email they have provided by mid-May 2025. The Foundation expects to select 12 fellows.

The application process to obtain the Fellowship will be held from late January 2025 to mid-May 2025.

All Application Materials (as defined below) must be submitted online through the Submittable platform in accordance with the Fellowship Timeline. (terms and conditions for the submission platform can be found [here](#)).

Applications include the Eligibility Form, Pre-Application Form, Full Application Form, a Reference Form as well as all other communications, materials, and activities relating to or arising from the Fellowship Application (“Application Materials”). No one will be entitled to compensation of any type for participation or preparation of any Application Materials, nor will the Applicant or the authorized representative of the Applicant be considered an employee, agent, representative, independent contractor, or consultant of any of the Foundation. Further, the Applicant acknowledges that if selected as a Fellow, they are not an employee, agent, partner or joint venturer of the Foundation. Fellows are solely responsible for their own acts and omissions in implementing their projects and the Fellowship does not include any monetary grants for project implementation other than as described hereunder.



Applicants will be required to submit their Application Materials in English. The Fellowship Program’s written communications will be provided in English. It is important to highlight that a significant value of this Fellowship is in the connections with the broader Bellagio Network, which primarily operates in English. As such, only Applicants who have a conversational English ability, consistent with a B1 level or higher in the Common European Framework of Reference (“CEFR”) will be considered eligible for this program.

All application fields that are marked as “\*required” in the application materials need to be fully completed for eligibility. If these requirements are not met, the Application Materials will not be reviewed.

### **3. SELECTION**

Selection, through the process outlined above, will focus on evaluating the solution as a potential Big Bet, its potential positive impact on economic opportunity, and its charitability. It will also assess the leadership potential of the individual applicant as a driver of the solution and their fit with the program.

Specifically, Applicants will be evaluated against the following criteria:

#### **3.1. BASIC ELIGIBILITY**

Applicants must:

- Be appointed by a senior expert (through the Reference Form detailed in Section 2, above);
- 18 years of age or older;
- At least 5 and no more than 15 years of relevant work experience in the project area;
- Conversant in English, consistent with a B1 level or higher in the Common European Framework of Reference (“CEFR”). According to the official CEFR guidelines, someone at the B1 level in English can 1) understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc.; 2) deal with most situations likely to arise while traveling; 3) produce simple connected text on topics which are familiar or of personal interest; and 4) describe experiences and events, dreams, hopes, and ambitions and briefly give reasons and explanations for opinions and plans;
- Confirm that they can participate fully in the Fellowship under the laws of the jurisdiction(s) in which they reside. Any entry received from an Applicant residing



in a country where the Fellowship is not legal in all regards shall be ineligible to enter the Fellowship; and

- Own or otherwise have and maintain all necessary rights, licenses, authorizations, and consents with respect to any and all intellectual property and other proprietary rights (including the rights of publicity and privacy) in connection with their respective projects.

The following individuals may NOT apply:

- Employees, officers, and directors of the Foundation (including of their subsidiaries or affiliates);
- Judges;
- Individuals from U.S. embargo and sanctioned countries/regions, or any person appearing on the lists provided by the United Nations, the European Union, Member States of the European Union, the United Kingdom, Switzerland, the United States, and other authorities maintain economic and trade sanctions that prohibit regulated persons from transacting or dealing, either directly or indirectly (i.e., through a grantee or other third party), with any person on a sanctions-related list of designated persons that they maintain, whether currently listed or subsequently listed at any time during the Fellowship's duration.

The Foundation reserves the right in their sole discretion to verify the eligibility of any Applicant and/or any Applicant's compliance in full with these Fellowship Terms and Conditions. At all times, the decision of the Foundation as to eligibility shall be final and binding.

### 3.2. PROJECT SELECTION CRITERIA

- Charitability: Project must have a charitable purpose, such as improving the lives of underserved and vulnerable communities, education, research, or preservation of the natural environment. Projects that have a primary purpose to provide a for-profit company with a service or benefit (e.g., preparation of a plan or production of a product that will aid the bottom line of the for-profit entity) are not eligible.
- Regional Relevance: Project must impact the US and must be informed by the communities that the Applicant is part of.
- Economic Opportunity Focus: Project reimagines an existing system and/or represents a novel solution that directly creates economic opportunity for underserved workers and their families in the United States and improves people's lives. For example, we are interested in solutions including, but not limited to:



- Creating quality jobs and/or helping to place low-wage workers and their families into quality jobs that increase earnings; OR
- Fixing supply-side issues that increase the cost of living for working families, such as making it easier to build affordable housing, lower the cost of healthcare or provide quality, low-cost higher-education pathways that lead to quality jobs; OR
- Improving family supports, such as public benefits, that eligible workers and their families can access when in a crisis; OR
- Implementing models that generate revenue to invest in underserved workers and their communities, such as generating state revenue from climate and economic diversification investments and government incentives; OR
- Transforming food and health systems to ensure underserved workers have access to food as medicine.
- **Impact Potential**: Project must have the potential for measurable breakthrough impact for people and/or the planet within 5-7 years.
- **Viability**: Project is clear and well-defined, technically realizable, has strong signs of traction and has an attainable path forward.

### 3.3. CANDIDATE CRITERIA

- **Regional Experience**: Candidate must demonstrate strong, ongoing engagement within the US.
- **Influence**: Candidate is a recognized leader with evidence of contributions to their field and is well-placed to influence relevant levers of change, with proven ability to engage multiple stakeholders, and build alliances within a community or ecosystem.
- **Track Record of Success**: Candidate has demonstrated experience leading a project and bringing different stakeholders together to achieve a goal.

### 3.4. PROGRAM FIT

- Project reimagines an existing system and/or represents a novel solution inspired by a technological advance or other method for harnessing the know-how, assets, capacities, and energies of others. Project engages multiple stakeholders and builds alliances within a community or ecosystem.
- Project is well-positioned to be improved and/or accelerated by the Fellowship.





While projects can evolve after selection over the course of the program, Applicants are required to submit any material changes to the Foundation for approval. If an Applicant is no longer pursuing their project or participating in the Fellowship in a meaningful way, the Funder or the Applicant may make a determination that the Applicant must withdraw from the Fellowship.

All projects must comply with restrictions on lobbying and political activity, detailed below:

- No Lobbying. The Fellowship cannot support activities that constitute lobbying as defined in Internal Revenue Code Section 4945(d)(1) and the regulations thereunder. Such prohibited activities include any attempt to influence any legislation – U.S. or non-U.S. – through communication with any member or employee of a legislative body or any other governmental official or employee who may participate in the formulation of legislation in which reference is made to specific legislation and a view on such legislation is expressed. Legislation refers to legislation that has already been introduced in a legislative body or to a specific legislative proposal that an organization supports or opposes. The regulations also prohibit support of “grass roots lobbying communications,” which are defined as communications that: (1) refer to specific legislation, (2) reflect a view on such legislation, and (3) encourage the recipient of the communication to take action with respect to such legislation. Further, the dissemination of the results of any activity that is designed to be nonpartisan analysis, research, or study may not be limited to or be directed toward persons who are interested solely in one side of a particular issue.
- No Political Activity. No Fellowship funds may be used to influence the outcome of any U.S. or non-U.S. public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Internal Revenue Code Section 4945(d)(2) and the regulations thereunder).

Applications will be evaluated by staff from the Foundation, along with select members of The Rockefeller Foundation Network, including the Bellagio Alumni Network with relevant experience, and an independent expert review panel with knowledge of the economic-related challenges unique to the US (collectively referred to as “Judges”). The Rockefeller Foundation will select the Judges and shall be responsible for: (i) allocating duties among



the Judges; (ii) operationalizing of the Judges’ review, including supporting them around how to apply the Selection Criteria described above; and (iii) identifying candidates for the Fellowship. Decisions of the Judges and of the Foundation shall be in their sole discretion and binding on each Applicant. The Applicants do not have the right to dispute any decision or ruling of any Judge or the Foundation and agree not to do so.

No Applicant shall have the right to be informed of the evaluation results for any Application Materials, whether their own or that of a third-party Applicant, except that Applicants who advance and who are ultimately selected will be notified of those decisions in due course.

Applicants must own or otherwise have and maintain all necessary rights, licenses, authorizations, and consents with respect to any and all intellectual property and other proprietary rights (including the rights of publicity and privacy) in connection with their respective projects.

Any levies, taxes and fees associated with submissions to and participation in the Fellowship are the sole responsibility of the Applicant. If the laws of any jurisdiction other than the United States govern the Applicant, the Applicant agrees that Applicant is solely responsible for any reporting obligations for, and for the payment of, any levies, taxes and fees to any governmental authorities or jurisdiction arising from or in connection with the Fellowship. Any such Applicant shall provide any supporting documentation requested to the Foundation confirming proof of legal status and taxation.

Further, before Applicants are selected as Fellows, the Foundation may request the Applicant to execute, a Fellow’s affidavit verifying identity, eligibility and acceptance of rules, a liability release and/or publicity release, and a grant of rights consistent with the provisions of these rules, and any other documents needed to satisfy these Fellowship Terms and Conditions (collectively, the “Documents”). The Documents must be completed and submitted by the deadline provided by the Funder in the notification, or the Fellowship may be forfeited and an alternate winner chosen, time and circumstances permitted. Chosen Fellows will also be required to sign a Fellowship Agreement before the beginning of the program that covers rules of participation in the Fellowship. The Foundation reserves the right in all cases to withhold the Fellowship decisions until the potential winner’s identity and eligibility are established.

All Applicants are subject to eligibility verification as described above and compliance with these rules. Fellowship positions are non-transferable.



#### 4. PARTICIPATION IN THE FELLOWSHIP PROGRAM

The Applicants who are selected will be invited to participate in the Program. Specific Program components include:

- **Integrative Curriculum** – an experiential and applied learning program equipping fellows with the leadership mindset and skill sets needed for driving meaningful systemic impact.
  - *Focus on (i) strengthening the solutions' theory of change, (ii) positioning the solution for success including learnings on change management, partnership building, and how to set and influence agendas, and (iii) storytelling.*
- **Impact Acceleration** - focused time with peers, mentors, and experts to sharpen, magnify, and accelerate solutions through virtual and in-person convenings.
- **Cohort Community** – connection to a regional group of 12 progressive innovators, thinkers, and builders for interdisciplinary and cross-cultural exchange. Fellows will also join a growing global network of leaders that have participated in other regional cohorts.
- **Network Access** - exclusive membership in The Rockefeller Foundation network (potential benefits include post-fellowship programming, convenings, consultation, facilitated connections with other charitable partners, and speaking engagements at global events).
- **Global Platform** - visible amplification for Fellows to share their voice and solution with a global audience during in New York in late-September.

At the end of the program, fellows will have a clarified theory of change to accelerate novel solutions and the skills to operationalize and adapt to achieve that vision; skills to build and navigate unlikely partnerships necessary to make transformative change; and supercharged storytelling capabilities to bring partners and funders into powering the work.

The program delivery will take place over the course of approximately four months, beginning in early June of 2025. The curriculum will be administered via a hybrid model of virtual and in-person methods. Fellows are expected to participate in all virtual and in-person convenings during the Program.

Fellows specifically are required to participate in a regional convening, a convening at The Bellagio Center in Lake Como, Italy in the Summer of 2025, and programming in New York City around late September. Exact dates are available [here](#).



Most reasonable travel expenses for participation in the in-person convenings will be covered by the Foundation. **The Fellowship does not cover medical care or insurance. The Applicant should take out adequate insurance to cover their trips and stays in the United States or Europe.**

While the Foundation will cover most reasonable expenses related to the visa application process, it is the Fellow's responsibility to secure the necessary visas ahead of traveling. Failure to obtain the visa or inability to attend the convening may result in forfeiture of the fellowship.

The Foundation will also provide a USD \$5,000 stipend shortly after signature of the Fellowship Agreement (subject to taxes and withholding, as may be applicable). **Selection into the Fellowship does not include monetary grant support for the implementation of the solution or the project.**

The Rockefeller Foundation aims to include all Fellows in events to amplify their solutions but reserves the right to decide how and when to include Fellows and/or projects to amplify, in their sole discretion.

## **5. TREATMENT AND USE OF INTELLECTUAL PROPERTY, PERSONAL DATA & PRIVACY**

The Foundation may collect personal data about an Applicant, including but not limited to the Applicant's first and last name and email address in accordance with the Privacy Policy applicable to the Fellowship website (available at <https://www.rockefellerfoundation.org/privacy-policy/>), applicable data protection laws and regulations, and as otherwise described in these Fellowship Terms and Conditions. Applicants may exercise their data privacy rights under their applicable data protection laws and regulations. If you submit materials that contain the personal information of any individuals other than yourself, you represent and warrant that you are authorized to do so and have all rights to enter this agreement on their behalf under applicable data privacy or data protection laws, including, without limitation, the data protection legislation in your jurisdiction.

Applicant agrees to defend, indemnify, and hold the Foundation, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the collection and use of



personal data.

By checking the acceptance box and signing up for the Fellowship or sending Application Materials, you expressly consent and agree to the collection and use of the personal information in those materials (1) as stated in the Privacy Policy in connection with the Fellowship website, (2) in connection with the activities and charitable missions of the Foundation in promoting and administering the Fellowship, (3) and for any activities of the Foundation connected to its charitable mission. For the avoidance of doubt, the Foundation may use your personal information to contact you about its charitable activities and organizational missions.

The Foundation may disclose the Applicants' personal data to third parties: (i) when required by law or by a judicial resolution authorizing it; (ii) to cooperate with government authorities in judicial investigations; (iii) to enforce or protect the intellectual property or rights of the Funder; (iv) to fulfill any obligations and/or commitments directly or indirectly related to this Fellowship. You expressly consent and agree that by making a submission to the Fellowship, your personal information may be transferred in or out of the European Union or your jurisdiction and to and from The Rockefeller Foundation or other partners for the aforementioned purposes and uses.

The provision of personal data by Applicants is voluntary, notwithstanding being a necessary requirement for signing up for the Fellowship. In case of not providing personal data, or providing false or inaccurate data, the Applicant understands that they will not be able to participate in the Fellowship and/or may be disqualified.

The Applicant has the right to access their personal data. The Applicant may also request the rectification, updating, and deletion of their personal data by sending an email to the following email address: [BigBetsFellowship@rockfound.org](mailto:BigBetsFellowship@rockfound.org).

The Applicant consents to the Foundation's:

- collecting and processing the Applicant's personal data for the purposes of administering the Fellowship program, performing this agreement, and complying with applicable laws;
- retaining the Applicant's personal data for as long as reasonably necessary to fulfill these purposes;



- disclosing the Applicant’s personal data to the Foundation’s employees, agents, advisors, and third-party service providers, in Hong Kong or any other jurisdiction for the abovementioned purposes; and
- transferring to or making accessible to the Foundation, our other offices, and associated or affiliated entities in jurisdictions where data privacy laws may or may not be as advanced and comprehensive as those of Hong Kong.

The personal data of Applicants submitted to the Fellowship will be subject to applicable data privacy laws and regulations, as well as the individual Privacy Policies of the Foundation. Please read the privacy policies of the Foundation and other partners mentioned herein before submitting your personal information to the Fellowship (see privacy policies of [Submittable](#), [The Rockefeller Foundation](#)). The terms of the privacy policies of these entities may not be the same, and it is the Applicants’ responsibility to read the terms of each privacy policy.

## **6. PUBLICITY AND LICENSE GRANT**

Except where prohibited by law, by submitting Application Materials, each Applicant expressly consents to and hereby grants to the Foundation (and their respective licensees) the right and license to use, in their sole discretion, the name, image, voice, persona, likeness or other personal identifying characteristics, biographical information, testimonials and other statements, and trademark, if any, of the Applicant, the country location, and/or the background of the Applicant for promotional, educational or charitable purposes in connection with the Fellowship and/or the charitable mission of Funder, in any form of media, now known or hereafter created, worldwide, without further permission, payment, or consideration. No Application Materials will be returned to Applicants. Except as expressly provided in the Fellowship Terms and Conditions, Applicant retains all rights to Applicant’s Application Materials. Applicant hereby grants to the Foundation (and their respective licensees) a non-exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual and irrevocable license to copy, display, perform, distribute, create derivative works and otherwise use or exploit Applicant’s Application Materials for educational or charitable purposes in connection with the Fellowship and/or the charitable mission or work, including promotion of Funder.

If the laws of a Fellow’s country require permissions or rights that are not expressly set forth in the paragraph above, the Foundation will ensure that the permissions above are modified to accommodate.



## **7. INTELLECTUAL PROPERTY OF THE FUNDER**

Nothing in the Fellowship Terms and Conditions, the Fellowship website, in any Fellowship materials, or in any other statements made in connection with the Fellowship grants to you or any Applicant the right to use or license any intellectual property or other proprietary rights of the Funder. You shall not use the name, trademarks, service marks, logos or any copyrighted material of Funder without the express written consent of the Funder, which the Funder may withhold in its sole discretion.

## **8. REPRESENTATIONS & WARRANTIES**

By entering this Fellowship, you represent and warrant that your participation complies with the Fellowship Terms and Conditions and that you specifically have the necessary rights to (1) authorize the publication and dissemination of the Application Materials; and (2) allow the Foundation to use and authorize others to use the Application Materials.

By providing Application Materials, the Applicant represents and warrants that the Application Materials are original, not copied in whole or in part, and exclusively owned and gratuitously provided without any restriction or limitation on use. The Applicant further represents and warrants that the Application Materials do not contain or reference:

- Threatening, slanderous, disparaging, or obscene language; OR
- Discriminatory language (including hate speech) based on race, national origin, age, gender, gender expression, gender identity, sexual orientation, religion, size, appearance, or disability; OR
- Sexually explicit content or personal attacks; OR
- Any content that would violate any law, statute, ordinance, rule, or regulation, or any agreement with another person or entity; OR
- Content that directly or indirectly promotes commercial services or products; OR
- Software viruses, Trojan horses, worms, time bombs, bots, or any other computer code or files that are designed to disrupt damage, impact, or limit the functioning of any software or hardware; OR
- False or misrepresented data; OR
- Content violating any privacy or publicity right of any person or entity; OR
- Content that constitutes political campaigning, lobbying, or electioneering; OR



- Content that is the intellectual property of another person or entity, in whole or in part, unless authorized by such person or entity, or that may violate the intellectual property rights of third parties, in whole or in part, whether copyright, trademark, trade secret, or patent; OR
- Content that requires or is subject to any duty of confidentiality, attribution, or any compensation obligation.

The Applicant further warrants that they will comply with all applicable laws, regulations, and ethical guidelines in the countries targeted by their project as well as in their country of residence, in connection with their participation in the Fellowship. This includes, but is not limited to, laws related to intellectual property, data privacy, anti-bribery and corruption, sanctions and export controls.

The Applicant further warrants that the project proposed in their Application does not involve any activities prohibited by any applicable law. The Applicant shall promptly notify the Foundation of any breach or potential breach of this provision.

The Funder, in their sole discretion, reserve the right to disqualify any Applicant for a breach or violation of the Fellowship Terms and Conditions or the aforementioned representations and warranties. The Foundation's right to disqualify shall be in addition to any other legal remedies that may be available.

## **9. FOUNDATION HAS NO OBLIGATION**

Each Applicant acknowledges that third parties may submit information and entries to the Foundation that may contain information, ideas, concepts, and approaches similar to, or the same as, those you submitted to the Fellowship, and that the Foundation may already be working on information, ideas, concepts, and approaches similar to, or the same as, those you submitted. By entering, each Applicant acknowledges and agrees that the Foundation's actions with respect to another entry or work of its own, even if similar to, or the same as, your entry, will not create any liability of any kind to the Foundation or others involved in the Fellowship. Each Applicant also acknowledges and agrees that participation in the Fellowship and/or selection for the Program does not create any obligation on the part of the Foundation to promote, use in any way, or to take any further action regarding Application Materials or an Applicants' involvement in the Fellowship.





## 10. GENERAL CONDITIONS

Contact Information. During the duration of the Fellowship, each Fellow is solely responsible for maintaining the accuracy of all contact information for the Fellow provided to or for the Fellowship. The Foundation will not be responsible for communications sent to out-of-date or inaccurate contact information.

Error in Transmission. The Foundation are not responsible for lost, late, incomplete, or misdirected entries; lost, interrupted, or unavailable network, server or other connections; miscommunications, computer or software malfunctions; transmission problems; technical failures; garbled transmissions; damage to user's software or transmission devices; or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise that may occur in connection with the submission of any Application Materials or the Fellowship.

Right to Cancel. The Foundation reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Fellowship should a virus, bug, non-authorized human intervention, fraud, or other cause beyond the Foundation's reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Fellowship.

If for any reason, the Fellowship is not capable of running as planned for reasons outside the control of the Foundation, which, in the sole discretion of Funder, may corrupt or impact the administration, security, fairness, integrity, or proper conduct of the Fellowship (or any portion thereof), The Foundation reserves the right to cancel, terminate, modify, or suspend the Fellowship (or a portion thereof) and, in that event, the Foundation shall have no further obligation to any Applicant.

Right to Disqualify a Fellow. The Foundation also reserve the right in their sole discretion to disqualify a Fellow if the Fellow or any individual associated with the Fellow, is found to be (a) tampering or attempting to tamper with the entry process or the operation of the Fellowship, or any website maintained or operated by the Foundation; (b) using any robotic, macro, automatic programmed or like type of entry methods; (c) violating the Fellowship Terms and Conditions; or (d) engaging in unsportsmanlike, unethical,



inappropriate or disruptive action, or any action inconsistent with the Fellowship or the charitable mission of Funder. The right of the Foundation to disqualify a Fellow shall be in addition to any other legal remedies that may be available.

Waiver. Any Foundation's failure to enforce any term of these Fellowship Terms and Conditions will not constitute a waiver of that provision or bar The Foundation from enforcing that term in the future.

Partial Invalidity. If any provision of these Fellowship Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

Survival. Provisions relating to Intellectual Property Ownership, Publicity Release, Representations & Warranties, Limitation of Liability, Release, Indemnification, Governing Law shall survive the expiration or termination of these Terms & Conditions and shall continue to bind the parties with full force and effect.

Headings. The headings in these Fellowship Terms and Conditions are inserted for convenience and identification only, and are not intended to describe, interpret, define, or limit the scope or intent of these Fellowship Terms and Conditions. By submitting an entry, each Applicant waives any right it may have to claim ambiguity of these Fellowship Terms and Conditions or any advantage or any impact on interpretation of these Fellowship Terms and Conditions that may arise from any such ambiguity claim.

## **11. LIMITATION OF LIABILITY, RELEASE & INDEMNIFICATION**

### LIMITATION OF LIABILITY:

BY ENTERING THE FELLOWSHIP, EACH APPLICANT , AGREES AND ACKNOWLEDGES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: 1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE FELLOWSHIP, INCLUDING AS APPLICABLE ANY TRAVEL, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR REPRESENTATIVE PROCEEDING; 2) THE



TOTAL LIABILITY OF IDEO LP AND THE FUNDER FOR ANY AND ALL CLAIMS, JUDGMENTS, SETTLEMENTS, AND AWARDS WILL BE LIMITED TO REASONABLE, ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED \$1,000 USD, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; 3) UNDER NO CIRCUMSTANCES WILL ANY APPLICANT (ON BEHALF OF ITSELF, TEAM MEMBERS, AND ANY OTHER REPRESENTATIVES) BE PERMITTED TO OBTAIN ANY AWARD FOR, AND HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHT TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, PENALTIES, LOST PROFITS, AND/OR ANY OTHER TYPE OF DAMAGES THAT ARE NOT REASONABLY FORESEEABLE AT THE TIME OF ENTRY INTO THESE TERMS AND CONDITIONS, OTHER THAN ACTUAL OUT-OF-POCKET THIRD PARTY EXPENSES ACTUALLY INCURRED, IF ANY, NOT TO EXCEED \$1,000 USD), OR ANY RIGHT TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED;

FOR THE AVOIDANCE OF DOUBT, NOTHING IN THE PROVISIONS SHALL LIMIT OR EXCLUDE LIABILITY OF THE FOUNDATION FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY NOT PERMITTED TO BE EXCLUDED BY APPLICABLE LAWS; AND 4) EACH APPLICANT (ON BEHALF OF THEMSELVES, AND THEIR EMPLOYEES, TEAM MEMBERS, AND ANY OTHER REPRESENTATIVES) IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF EXCEPT WHERE NECESSARY TO PREVENT IRREPARABLE HARM THAT CANNOT BE ADEQUATELY COMPENSATED BY DAMAGES. RELEASE:

EACH APPLICANT ASSUMES ANY AND ALL RISKS ASSOCIATED WITH THE USE OF APPLICATION MATERIALS AND TRAVEL ARISING FROM OR IN CONNECTION WITH THE FELLOWSHIP, AND EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST THE FUNDER, THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY AND ALL INJURY AND DAMAGE OF ANY NATURE WHATSOEVER (WHETHER EXISTING OR THEREAFTER, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, AND WHETHER FORESEEABLE OR NOT), ARISING FROM THE APPLICATION MATERIALS, INCLUDING BUT NOT LIMITED TO THE SOLUTION AND IDEAS SUBMITTED TO THE FELLOWSHIP AND TRAVEL ARISING FROM OR IN CONNECTION WITH THE FELLOWSHIP, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL NOT APPLY TO: (A) ANY DEATH OR



PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) ANY OTHER LOSS WHICH CANNOT BE EXCLUDED UNDER THE APPLICABLE LAWS.

#### INDEMNIFICATION:

YOU AGREE TO INDEMNIFY AND HOLD THE FUNDER (AND JUDGES, FELLOWSHIP GUIDES, AND MENTORS) AND EACH OF THEIR EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, AFFILIATES, DIRECTORS, EMPLOYEES, OFFICERS, MANAGERS, AND SHAREHOLDERS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY DAMAGE, LOSS, COST, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD-PARTY CLAIM, DEMAND, OR ACTION ("CLAIM") BROUGHT OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES, ARISING FROM OR IN CONNECTION WITH (a) YOUR ALLEGED OR ACTUAL (1) BREACH OF ANY PROVISION OF THE FELLOWSHIP TERMS AND CONDITIONS, (2) BREACH OF ANY REPRESENTATION OR WARRANTY, (3) VIOLATION OF APPLICABLE LAW, OR (b) YOUR APPLICATION MATERIALS (INCLUDING ANY ALLEGED INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY) AND PARTICIPATION IN ANY WAY IN ANY ASPECT OF THE FELLOWSHIP, INCLUDING TRAVEL, TO THE EXTENT CAUSED BY THE YOUR WRONGFUL ACTS OR OMISSIONS. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL NOT COVER LOSSES DUE TO NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. IF YOU ARE OBLIGATED TO PROVIDE INDEMNIFICATION PURSUANT TO THIS PROVISION, FUNDER MAY, IN THE FUNDER'S SOLE DISCRETION, CONTROL THE DISPOSITION OF ANY CLAIM AT YOUR SOLE COST AND EXPENSE. WITHOUT LIMITATION OF THE FOREGOING, YOU MAY NOT SETTLE, COMPROMISE, OR IN ANY OTHER MANNER DISPOSE OF ANY CLAIM WITHOUT THE EXPRESS WRITTEN CONSENT OF THE INDEMNIFIED FELLOWSHIP ENTITY.

**GOVERNING LAW** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Fellowship Terms and Conditions and/or the rights and obligations of each Applicant, and of any related or authorized individual or entity of the Applicant, or the rights and obligations of the Foundation will be exclusively governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law 20 rules or provisions that would cause the application of the laws of any other country or jurisdiction.

Any litigation arising out of, in connection with, or relating to these Fellowship Terms and Conditions must be filed and pursued exclusively in the State or Federal courts in New



York City, New York, and each Applicant and any related person or entity, consents to the jurisdiction of and venue in the State or Federal Courts in New York City, New York.

If you have any question about these Fellowship Terms and Conditions, please contact us here:

Email: [BigBetsFellowship@rockfound.org](mailto:BigBetsFellowship@rockfound.org)

Phone: + 1 (929) 319-3982

These Terms and Conditions are effective as of January 10, 2025.

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