

Terms & Conditions – Global Change Award 2020

The H&M Foundation (“Foundation”) is an independent non-profit global foundation initiated by H&M. The Foundation’s mission is to contribute to positive long-term change for people and communities. The Foundation’s global programs and local projects reach beyond the H&M value chain and strive to make a positive impact both on global policy level and in the everyday life of people. The Foundation is funded by the Stefan Persson family, founders and main owners of H&M.

The Foundation has decided to catalyze pioneering ideas in the fashion value chain with the goal of protecting the planet leading to improved living conditions for people through the Global Change Award (“Challenge”).

By submitting an entry in the Challenge (“Entry”) each participant agrees to these Terms & Conditions.

1. GENERAL

- 1.1 Participants in the Challenge (“Participants”) may submit Entries between August 28, 2019, 07:00 GMT and October 16, 2019, 23:00 GMT. In addition to the Challenge, the Foundation will arrange an Early Bird Challenge (“EBC”), as described under section 5. The Participants of the EBC may submit Entries between August 28, 2019, 07:00 GMT and September 18, 23:00 GMT.
- 1.2 From the eligible Entries, the Foundation will choose fifteen (15) finalists (“Finalists”). The fifteen Finalists will be assessed and scored by the Global Change Award advisory board (“Advisory Board”). The top five Finalists will be confirmed by the Foundation’s Board of Directors (“Board of Directors”) and crowned Challenge winners (“Winners”).
- 1.3 The Grant must be used to fulfill the plan described in the Entry and in accordance with these Terms & Conditions.

2. PARTICIPANTS

- 2.1 The Challenge is open to;

Individuals or groups of two (2) to four (4) individuals from any country, eighteen years of age or older on the day of the submission of the Entry, and

all institutions and organizations (excluding solely commercial entities like corporations), domiciled in any country, and legally recognized as such in that country, in which all owners and/or leading persons are eighteen years of age or older on the day of the submission of the Entry.
- 2.2 The Challenge is not open to;

Foundation employees,

employees and consultants of the H&M group or any entities owned in full or in part by the H&M group,

employees and consultants of KTH Innovation, Accenture or such other project partners as announced by the Foundation,

members of the expert advisory board,

immediate family members and/or household members of the individuals mentioned in this clause, or

solely commercial entities.

- 2.3 The Foundation reserves the right to exclude any Participant and any Entry from the Challenge at any time, for any reason, without prior notice and without compensation.

3. THE ENTRY

- 3.1 To take part in the Challenge, Participant shall complete and submit an Entry. The Entry shall describe an idea and include a plan to develop that idea into an innovation, a budget etc., as set out in the application form on apply.globalchangeaward.com.
- 3.2 Participant bears all costs of the Entry, including but not limited to costs related to researching, preparing and submitting the Entry.
- 3.3 There is no fee for submitting an Entry to the Challenge.
- 3.4 Entries received after the deadline set out in 1.1 will not be considered.
- 3.5 Each Participant may only submit one (1) Entry. Participants who submit multiple Entries, use false names or multiple e-mail addresses will be disqualified.
- 3.6 The Entry must be entirely in English. Entries in other languages as well as damaged, incomplete, illegible and/or otherwise unintelligible Entries, will not be considered.
- 3.7 Submitted Entries will in their entirety become the sole property of the Foundation upon submission and will not be returned to Participant after the Challenge. As for possible intellectual property rights connected to the Entry, see below at 8.

4. PROCEDURE

- 4.1 All Entries submitted in accordance with these Terms & Conditions will be evaluated by the Foundation.
- 4.2 The Foundation's evaluation of Entries shall be based on the entry's;
- potential to make fashion circular and thereby protect the planet and lead to improved living conditions for people
 - impact and scalability
 - is it economically sustainable
 - is it novel
 - how well suited is the team to make it happen
 - would winning the grant make a difference
- 4.3 Participants can revise and update their Entries until it has been submitted. Participants may be asked to provide additional information to assist the Foundation in assessing the Entries. Participant agrees to cooperate with the Foundation, including by being available to provide such information and be interviewed per email, telephone, Skype or other method of communication decided by the Foundation.

Finalists

- 4.4 From the eligible Entries, the Foundation will select fifteen (15) Finalists.

Winners

- 4.5 An expert Advisory Board, listed on the Website, will evaluate and score the Finalists based on the criteria set out in 4.2.
- 4.6 The Advisory Board's ranking of the Finalists is subject to confirmation by the Foundation' Board of Directors under the Foundation's statutes. The Board of Directors may either confirm the Advisory Board's ranking whereby the five highest-scored Finalists are crowned 5 Winners in the Challenge, or remit back to the Advisory Board.
- 4.7 The Winners will be provided Grant based on the final score set by the expert advisory board and approved by the Board of Directors.

The results of the Challenge

- 4.8 The Winners shall be notified by telephone of the results of the Challenge. The results shall be announced publicly on the Website after the Winners have been notified.
- 4.9 The Winners will be celebrated in Stockholm in April 2019. Winners will be required to travel to Stockholm during this time to partake in a ceremony as decided by the Foundation.
- 4.10 The Foundation shall reimburse reasonable travel and lodging expenses incurred by maximum four team members per Winner. Reimbursement is subject to approval in writing in advance by the Foundation.
- 4.11 All decisions, including the ranking of Finalists and awarding of points and Grants, made by the Foundation and/or the Advisory Board are final.

5. EARLY BIRD CHALLENGE

- 5.1 The Early Bird Challenge ("EBC") is a Challenge, in addition to the main Challenge, for early Entries. Participants in the EBC may submit Entries between August 28, 2019, 07:00 GMT and September 18, 2019, 23:00 GMT. The Entries to the EBC automatically competes in the Challenge. If an Entry is submitted to the EBC, that Entry is valid for the EBC and the Challenge and the Participant is not allowed to submit any additional Entry, in accordance with 3.5.
- 5.2 The Foundation, will name one (1) Participant as winner of the EBC. The winner of the EBC will have the opportunity to participate in a 5 days long accelerator trip to Hong Kong or New York. Flights in economy class, meals, housing and local transportation are included in the Accelerator trip. For the avoidance of doubt, the winner of the EBC will not be awarded any financial grant.
- 5.3 The winner of the EBC will be announced in conjunction to the ceremony in April 2019. The winner of the EBC is not required to travel to the ceremony in Stockholm.
- 5.4 The Entries to the EBC are evaluated in the same way as the Entries to the main Challenge, in accordance with 4.1-4.3. All other requirements, set out in accordance with this Agreement, for competing in the main Challenge also apply for competing in the EBC.
- 5.5 Competing in the EBC do not affect the chances of winning the Challenge.

6. THE GRANT

- 6.1 Five winners are selected and will share the grant of 1 million euro according to 4.7.

- First place winner €300 000,
 - Second place winner €250 000,
 - Third place winner €150 000,
 - Third place winner €150 000,
 - Third place winner €150 000.
- 6.2 The Grant is non-transferable and may not be substituted for another prize.
- 6.3 The Grant awarded to a Winner will be transferred by the Foundation to bank accounts specified by the Winner in two installments, with one half of the Grant transferred in April 2020 and with the remaining half of the Grant transferred in October 2020.
- 6.4 The Grant will be transferred to a bank account held by a private individual, institution or organization, as defined in 2.1. The Foundation reserves the right to impose obligations on the Winner in order for the Foundation to transfer the Grant in whole or in part to said Winner.
- 6.5 The Grant shall be used by the Winner solely for the implementation, exploitation and/or marketing of the plan according to the winning Entry. The Winner may subsequently, as part of the plan according to the winning Entry, form or act through or on behalf of any legal entity (including solely commercial entities) in order to implement, exploit and/or market the plan according to the winning Entry. The Winner may use the Grant to implement, according to a plan that differs from the plan submitted in the Entry (“Modified Plan”), only after such Modified Plan has been approved in advance by the Foundation.
- 6.6 Any tax levied on Winners as a result of the Winners’ receipt of the Total Grant Sum shall be paid for in full by that Winner. Each Winner shall have the sole responsibility for any taxes, duties, charges or levies to be paid to any third party in connection with any money (including the Grant) paid or received in connection with the Challenge. Each Winner shall indemnify and hold the Foundation harmless against any loss, cost, damage, injury or expense which the Foundation may incur as a result of any breach of such responsibility. The Foundation shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by Winners in relation to such taxes, duties, charges or levies to be paid.
- 6.7 The Foundation may cancel, withhold, change and/or postpone awarding Grants if objective reasons for such cancellation, withholding, change or postponement arises.
- 6.8 The Foundation may at its sole discretion refuse to award the Grant to a Winner who fails to comply wholly or in part with these Terms & Conditions. If it comes to the attention of the Foundation that a Winner has in any significant way failed to comply with these Terms & Conditions, the Foundation reserves the right, for a period of one year from the date of each bank transfer, to recover from the Winner part or all of the Grant transferred to that Winner.

7. WARRANTIES

7.1 Participant warrants that;

Participant has read, understood and will conform with the H&M Foundation Code of Ethics, attached here to as Annex 2, for the duration of the Challenge (and in the case Participant is a Winner, for one additional calendar year after receipt of the Grant),

all information provided in the Entry is, to the best of Participant's knowledge, true, complete, accurate and in conformity with the H&M Foundation Code of Ethics.

the Entry is Participant's own original creation and Participant is the sole author and proprietor of the Entry,

Participant, by submitting the Entry, is not and will not be violating any contract or third party rights, including but not limited to patent, copyright, trademark, trade secret, know-how, publicity or privacy rights, and will not violate any law. Additionally, the contents of the Entries may not be racist, discriminatory, pornographic, defamatory, or offensive in any other way,

Participant has not sold, assigned or otherwise transferred and/or granted any rights in the Entry to any third party prior to entering the Challenge,

Participant will fully cooperate with and participate in all publicity and promotional activities including travel demands regarding participation in the Challenge, and

Participant will not engage in conduct that is detrimental to the name and/or reputation of the Foundation, the Challenge, the H&M Group, any third party partner to the Challenge and/or other Participants, including but not limited to bringing such name or reputation into disrepute or ridicule.

7.2 In addition to the warranties above in 7.1, Winner will during one calendar year following receipt of the Grant;

have the opportunity to participate in innovation development, training, coaching, accelerator trips, networking, PR activities and experience sharing,

be required to complete follow-up reports and surveys and give transparent and relevant updates on the status of the Winner's efforts on implementing the Entry, as instructed by the Foundation, and to stay in regular and meaningful contact with the Foundation.

The Foundation encourages Winners to raise awareness of the Global Change Award through communication in for example social media and interviews. To ensure that the communication is correct and aligned each Winner must adhere to the Global Change Award Winners' Communication Policy, as per Annex 1.

7.3 Participant shall indemnify and hold the Foundation harmless against any loss, cost, damage, injury or expense that the Foundation may incur as a result of any breach by the Participant of clause 7.1-2, including the Foundation's legal costs.

7.4 Participant will not use the name of any H&M Group company or affiliated company, KTH Innovation, Accenture or such other project partners as announced by the Foundation, or any variation, adaptation, or abbreviation thereof, or of any of their trustees, employees, or agents, or trademark, in advertising or publicity without the written permission of the Foundation.

- 7.5 Participant will not use the name of the Foundation or any of its trustees, employees, official collaborators or any trademark owned by the Foundation, in advertising without the written permission of the Foundation.
- 7.6 Participant is aware that by entering the Challenge, the plan and other information expressed or included in the Entry may be viewed by the public and risks being copied by third parties.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 This agreement does not constitute a transfer of ownership of any intellectual property rights from Participant to Foundation.
- 8.2 Participant grants the Foundation an irrevocable, perpetual and worldwide right to publish and use the Entry, and personal data such as Participant's name and picture, country of origin, videos and photographs, in publicity materials and in any media current or future, without limitation or compensation to the Participants, in connection with the Challenge and future iterations of the Challenge, during the time of the Challenge and in the time thereafter.
- 8.3 Participant grants the Foundation a corresponding irrevocable, perpetual, worldwide and compensation-free right to use any and all potential intellectual property rights mentioned in the grant in 8.2, for the purposes and uses mentioned in 8.2.
- 8.4 Participant has the sole responsibility for securing any potential intellectual property rights related to Entry, such as by applying for registration of a patent, trademark or design. The Foundation shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by Participants in relation to any failure to successfully secure any intellectual property rights related to the Entries.
- 8.5 Participant has the sole responsibility for enforcing any potential infringements of intellectual property rights related to Entry. The Foundation shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by Participants in relation to any infringement of any intellectual property rights related to the Entries.
- 8.6 The Foundation's use of Participant's personal data is governed by a [Privacy Notice](#).

9. LIABILITY

- 9.1 The Foundation, its trustees, directors, officers, employees, Challenge partners or Jury members, shall not be liable for damages of any sort, including incidental and consequential damages such as economic damages, lost profits, injury to property, personal injury or death, caused by advice or information given or decisions made, as a result of or in any way connected to the Participant's participation in the Challenge.
- 9.2 The Foundation shall not be liable for any late, lost, delayed, misdirected, damaged, incomplete or illegible Entries.
- 9.3 The Website, and the material displayed on the Website, is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, The Foundation, members of the H&M group and connected third parties are not liable for any direct, indirect or consequential loss or damage incurred by Participant in connection with the operation of the Website or in connection with Participant's use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it.

10. TERM

- 10.1 The Challenge ends on the date on which the Winners are announced or any other date if the Challenge is cancelled, as then communicated by the Foundation. As described at 7.1-2, these Terms & Conditions include warranties that remain in effect for a calendar year from the date when Winners are announced.
- 10.2 The Foundation shall be entitled to cancel and/or abandon the Challenge at any time, for any reason, without prior notice and without any liability whatsoever.

11. GOVERNING LAW AND JURISDICTION

- 11.1 These Terms & Conditions shall be governed by the laws of Sweden.
- 11.2 Any and all disputes that may follow from or are related to these Terms & Conditions shall be finally settled by arbitration in accordance with the Arbitration Institute of the Stockholm Chamber of Commerce's Rules for Expedited Arbitrations. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

12. MISCELLANEOUS

- 12.1 The Foundation shall be entitled to modify each of these Terms & Conditions and/or to impose new rules and regulations in respect of the Challenge at any time for any reason, without prior notice and without any liability whatsoever. The modified and/or newly imposed Terms & Conditions will be effective immediately upon being posted on the Website.
- 12.2 Nothing contained in these Terms & Conditions shall be construed as creating any employment, agency, partnership, or joint venture relationship between the Foundation on the one hand and any Participant on the other hand.
- 12.3 The invalidity of any clause of these Terms & Conditions shall not affect the enforceability and/or validity of any other clause of these Terms & Conditions.

COMMUNICATION GUIDELINES FOR THE GLOBAL CHANGE AWARD WINNERS

The purpose of these guidelines is to outline, for the Winners of the Global Change Award, how to communicate the challenge. The Foundation encourages the Winners to communicate around their engagement in the challenge and the guidelines ensure that the communication is correct and aligned.

ABOUT H&M FOUNDATION

If communicating about the *H&M Foundation* these messages are important to align with:

- The H&M Foundation is a non-profit global foundation, privately funded by the Stefan Persson family, founders and the main owners of fashion company H&M.
- The mission of the H&M Foundation is to create long lasting positive change and improve living conditions by investing in communities, people and innovative ideas.

KEY MESSAGES

If communicating about the *Global Change Award*, these messages are important to align with:

- The Global Change Award is an innovation challenge, initiated by the non-profit H&M Foundation in 2015.
- By catalyzing early innovations that can accelerate the shift from a linear to a circular fashion industry, the aim is to protect the planet and our living conditions.
- The Global Change Award is one of the world's biggest challenges for early stage innovation and the first such initiative in the fashion industry. It takes on one of the biggest challenges facing today's fashion industry – creating fashion for a growing population, while improving its impact on the environment.
- An expert panel annually selects five winners that share a grant of €1 million and get access to a one-year innovation accelerator provided by the H&M Foundation, Accenture and the KTH Royal Institute of Technology.

MEDIA & INTERVIEWS

- If a Winner gets specific questions from media about the H&M Foundation, Global Change Award or H&M as a company, which cannot be answered by above messages, these should be forwarded to the H&M Foundation to answer:
hello@globalchangeaward.com

Always inform the Foundation if an interview about Global Change Award is planned and which media the interview will appear in: hello@globalchangeaward.com

SOCIAL MEDIA

- In social media the GCA is found here: Facebook: @hmfoundation and Instagram: @hmfoundation. Hashtags: #globalchangeaward #hmfoundation
LinkedIn: H&M Foundation. Youtube: Youtube.com/hmfoundation

ANNEX 2

CODE OF ETHIS – H&M FOUNDATION PARTNER COMMITMENT

This Code of Ethics is mandatory for all organizations having a relation by supplying goods and/or services, acting on behalf of or having other kind of collaborations with H&M Foundation such as e.g. suppliers, implementing partners, consultants, support recipients, agents, service providers, organizations, institutions and authorities (hereafter referred to as partner) H &M Foundation (hereafter referred to as the Foundation) value the fact that all the operations of the organization are characterised by honesty, transparency, integrity and fair play. As a partner, you should read and comprehend the content in this Code of Ethics and comply with it in all operations with the Foundation.

All operations carried out with or on behalf of the Foundation should always be conducted in accordance with this Code of Ethics and applicable laws and regulations in the country of operations.

ZERO TOLERANCE - BRIBERY AND CORRUPTION

We have a zero tolerance policy on bribery and corruption. This applies to all operations and transactions in all the countries in which the Foundation and its partners operate. We do not tolerate bribery in any form and commit to a strong anti-corruption program, including this Code of Ethics. Under this Code of Ethics, a bribe includes financial or other advantages which are given, promised, offered, accepted, requested or received with the intention to influence the ability to make objective and fair decisions. As a partner you must not carry out any actions involving bribes when you act in connection with the Foundation. This includes both domestic and international operations and it should be incorporated in all deals, both with private actors and public officials.

Facilitation payments are not permitted when acting for or on behalf of the Foundation. Whether an action constitutes a bribe is determined by the standards set forth herein. Any local practice or custom will thus be disregarded, unless explicitly permitted or required by local written law.

ADVANTAGE – GIFTS AND HOSPITALITY

The Foundation does not allow its employees or other representatives to request, accept, arrange, offer or give any kind of advantage in connection with the Foundation's operations. In accordance the Foundation has a strict no-gift policy. The Foundation particularly wishes to point out those employees or other representatives of the Foundation are not allowed to take any commission from partners. Should any of the Foundation's employees or representatives openly or implied, ask for a commission or advantage of any kind, you are advised to immediately inform us.

It is a violation of this Code of Ethics if a partner offers any kind of advantage to an employee of the Foundation or its representatives. The term 'advantage' may include – but is not limited to – the following: gift, loan, money (regardless currency), fees, reward, journeys, services, bonuses, lavish meals, vouchers of any kind, product samples for personal use, event tickets, discount on private purchases, sponsoring or any kind of personal favors.

It does not matter whether the person to whom the advantage is offered, promised or given is the same person as the one who is to perform, or has performed, the relevant action. Further it does not matter whether the advantage is given directly or by a third party, the recipient is in breach of this Code regardless of the fact that he or she receives the advantage directly or through a third party or if another person is the genuine beneficent.

Be aware that the Foundation does not allow the offer or receipt of hospitality whenever such arrangements could affect the outcome of transactions i.e. the purpose is to obtain or retain partnership

CONFIDENTIAL INFORMATION

Confidential information represents operational secrets and other organizational and operative information not generally known outside the Foundation.

As a partner you must never disclose confidential information to any person outside or within your organization except to persons to whom disclosure is necessary for the purpose of the contract with the Foundation or required by law or local regulation.

You must keep confidential information about the Foundation safeguarded in your organisation.

Confidential information includes, but is not limited to; the Foundation's financial or commercial relationships, operational secrets, strategies, all partner related information, IT solutions, analyses and sensitive personnel data, information concerning the Foundation and/or the operations carried on within the Foundation and which is not in the public domain.

COMPLIANCE

You should read and comprehend the content in this Code of Ethics and commit to comply with the policies and procedures mentioned in the Code.

You have the responsibility to inform all your employees, involved in your operations with the Foundation, about the content in this Code of Ethics to secure their compliance.

In addition you also have the responsibility to inform all related subsidiary and subcontractors about this Code of Ethics to secure their awareness and possibility to comply.

A deliberate violation of the Code of Ethics may lead to termination of all agreed connections with the Foundation.

Since most sections of Code of Ethics follow the law in each country where the Foundation operates, any deliberate violation of the Code of Ethics may be a criminal act.

If you, your employees, subsidiary, subcontractors or any other representatives of your organization have questions concerning the meaning or application of this Code of Ethics or have anything related to report, please contact: info@hmfoundation.com

For your information, all concerned Foundation employees sign an employee version of Code of Ethics and thereby undertake to comply with it.