

# www.Scratch.Works

## TERMS OF USE

Effective as of July 19, 2018

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We reserve the right, in our sole and unreviewable discretion, to suspend, discontinue, modify or restrict the use and availability of the Site or any portion thereof, including application functionality, at any time without notification to you or any third party.

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#### Accounts

You may be provided the opportunity to create an account in connection with an application to the ScratchWorks competition. In such event, you are responsible for maintaining the confidentiality of all account information, as well as any user IDs, logins, personal identification numbers (PINs) and other passwords necessary to access your account(s). You are responsible for logging off of your account(s) completely each time you finish accessing your account(s). You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

#### Competitions

Competitions that you enter on ScratchWorks may have supplemental rules and conditions, but the following general rules apply absent contrary terms in any supplemental rules or conditions for the competition.

Your competition entry is subject to all provisions of these terms that govern your submission and our use of your materials. We may disqualify entries that are late, misdirected, incomplete, corrupted, lost, illegible or invalid or where appropriate parental consent was not provided. Competition entries are limited to one per person, and entries via agents or third parties or the use of multiple identities are not permitted.

We reserve the right to modify, suspend, cancel or terminate a competition or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. If we cancel or terminate a competition, prizes may be awarded in any manner we deem fair and appropriate consistent with laws governing the competition.

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#### Indemnification

You agree to indemnify, defend, and hold ScratchWorks, its affiliates, and sponsors harmless from and against any and all claims, liabilities, damages, losses and expenses (including, but not limited to, reasonable fees and costs for attorneys and investigations) arising out of, based on, or in connection with your access to, application through, or other use of the Site.

#### Governing Law and Jurisdiction

These Terms of Use, and all matters arising, directly or indirectly, from your access to, application through, or other use of the Site shall be governed by and construed in accordance with the laws of Kansas, without regard to the conflicts of laws principles thereof. You hereby submit to the exclusive jurisdiction of the state courts in Olathe, Kansas and the federal courts located in Kansas City, Kansas, as applicable to the dispute in question, and waive any jurisdictional, venue or inconvenient forum objections to such courts. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### Severability

If any provision of these Terms of Use is held to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall apply only to such provision and shall not in any manner affect or render illegal, invalid, or unenforceable any other provision of these Terms of Use, and that provision and these Terms of Use generally shall be reformed, construed, and enforced so as to most nearly give lawful effect to the intent of the parties as initially expressed in these Terms of Use.

#### Entire Agreement

These Terms of Use constitute the entire agreement between you and us with respect to the Site, and supersede all prior or contemporaneous communications and proposals, whether oral, written or electronic, between you and us with respect to the Site; provided, however, that to the extent you are permitted to submit application materials to ScratchWorks through the Site, your use of such functionality shall be subject to additional terms of use applicable to such application.

#### Contact Us

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