



## **Ubiquity Sustainability Challenge (USC)** **Official Rules and Regulations**

### **Introduction**

**It is the participant's responsibility to read and to abide by these guidelines. Participation in the Ubiquity Sustainability Challenge (USC) means that the participants have read and agree to these guidelines. The USC is void where prohibited or restricted by law. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Ubiquity University ("Ubiquity") is the entity offering the USC. While not anticipated, Ubiquity reserves the right to update, add, or subtract from these guidelines at any time and may reject the submission of any project or business idea if it violates the Ubiquity Code of Ethics, is not explicitly related to achievement of one or more of the United Nations Sustainable Development Goals (UN SDGs), or if such rejection is determined to be in the best interests of Ubiquity.

Ubiquity also reserves the right to cancel or modify the USC if fraud or technical failures impair the integrity of the USC as determined by Ubiquity, in its sole discretion, and to award the Grand Award based on Eligible Entries received prior to the cancellation.

**These Official Rules and Regulations were last updated on July 31, 2018.**

### **Purpose**

The Ubiquity Sustainability Challenge (USC) is a program only for students enrolled in Ubiquity University. Student is defined as any individual who is enrolled in, and successfully completes, any single micro-course or trimester course with a passing score in the academic year of the award cycle in which they choose to participate in the USC. Academic year is defined as our September, January and May trimesters. (For example, the USC 2019 cycle corresponds to September 2018, January 2019 and May 2019 trimesters.)

The USC is designed to enable students to develop projects and/or entrepreneurial ideas designed to advance the achievement of one or more of the UN SDGs. It is intended for very early-stage project ideas or business ventures. All submissions are judged on their merits and in accordance with our stated criteria by an independent expert panel who will select a single, First Place Award Recipient Team.

The USC is not a sweepstakes and entry into the USC does not constitute entry into any other promotion, competition or sweepstakes. By participating in the USC, each Participant unconditionally accepts and agrees to comply with, and abide by, the Official Rules and Regulations of the USC, the decisions of Ubiquity University, the decisions of the judging panel and/or any other individual or entity appointed by Ubiquity University whose decisions shall be final, and legally binding in all respects, and not subject to further review in any forum.

## **Eligibility**

1. Only Ubiquity students may participate in the USC.
2. Current Ubiquity life-long learners, undergraduate or graduate students working towards a Micro-Certificate, Certificate, BA, MA, MBA or PhD program can enter in teams of no less than two and no more than five. Students may be part-time, or full-time, and must take at least one micro-course or trimester course at Ubiquity in any given academic year (defined as Fall thru Spring) to participate in that year's USC. Student teams can enter only one project and/or business idea in each USC round. All team members must also meet these eligibility requirements.
3. All participants must be over the age of 18, or no less than age of majority in the jurisdiction applicable to the participant, on or prior to the December 31, deadline to declare their intent to participate in that year's USC, or December 31 of any subsequent years.
4. Students may have the opportunity to participate in several USC rounds during their tenure as an enrolled student at Ubiquity. Teams may not present identical project ideas and/or business ventures in future rounds unless those concepts are significantly modified from the original.
5. Teams who are in receipt of any monetary awards in the USC are not eligible to enter in subsequent years. Individuals may join a different team and submit a different project in subsequent years.
6. Although Ubiquity personnel and faculty may be engaged in various activities designed to support students as they participate in the USC, no Ubiquity employees and/or their immediate family members, independent contractors, and/or others closely affiliated with Ubiquity are eligible to be included in any submissions, nor are they eligible to receive any funds, shares of award money, monetary commissions, consulting fees, or any other direct monetary remuneration for any assistance offered to students. Faculty shall not be independently solicited to provide outside assistance in the preparation of any submissions beyond normal coursework students are already enrolled in. Such solicitation or faculty input can be considered grounds for disqualification.
7. All eligibility is subject to all international, federal, state or local laws and regulations over which Ubiquity has no control. Participants are expected to familiarize themselves with the applicable laws in their countries of origin and/or residence prior to participating in the USC. Ubiquity reserves the right, in our sole discretion, to disqualify any submissions that are determined to be unlawful in any jurisdictions that may apply to participants.
8. Participant(s) entry into the USC is conditioned on proof of citizenship and residency, as applicable, in order to allow Ubiquity the right (but not the obligation) to determine whether Participants may enter into and receive the award pursuant to any applicable laws. Ubiquity reserves the right, in its sole discretion and judgement, to disqualify any Participant from the USC due to applicability of laws and regulations which might put Ubiquity at any risk, as determined in its sole discretion.

## USC Structure

Program participants must declare their intent to participate by 12:00 PM Midnight Pacific Time on December 31 of the Award Year and are required to submit a series of documents by the final submission deadline of 5:00 PM Pacific Time on May 31, for that year's Award.

Complete submissions should be developed in English and uploaded via the official USC page on the Ubiquity University website, ([www.ubiquityuniversity.org](http://www.ubiquityuniversity.org)), in accordance with the timeline specified in the "Important Dates" section below, and shall include (full descriptions and samples of each item requested will be posted on the submission page by December 31, of each year):

1. Problem Statement: Statement should be built around one or more of the UN SDGs
2. Essay (500 Words): Detail your individual or team commitment to the achievement of your selected UN SDGs and the leadership characteristics you possess that you believe will help you achieve your goals
3. Product Ideation Framework: A report on how you developed your concept
4. Social Lean Canvas: A completed Social Lean Canvas that describes your thinking through the various elements of your idea (<https://socialleancanvas.com/>)
5. Market Test Results: A report on which data methods and techniques you used to test your idea in the marketplace and what the results were
6. Design and Monitoring Framework: A report on how you will monitor your progress and successes
7. Pitch Deck: An investor pitch deck
8. Any signatures on any required releases, or related legal documents, etc.

USC participants will be able to review their materials prior to submission, but once any material is officially submitted, participants cannot access/revise such entry in any way. Submissions made on another's behalf by any individuals or other entities, will be declared invalid and disqualified for the USC. Tampering with the submission process or the operation of the USC is prohibited and any submissions deemed by Ubiquity, in its sole discretion, to have been submitted in such a manner will be void. In the event a dispute regarding the identity of the individual who actually submitted materials cannot be resolved to Ubiquity's satisfaction, the affected party/parties will be deemed ineligible.

By participating, all participants release Ubiquity, Judges, Administrators, Funders, and their parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents, contractors, attorneys, successors and assigns (the "**Released Parties**") from and against all claims and damages arising out of or in connection with each of the participant's USC related activities and/or participation in the USC and/or his/her/their receipt, use or results of the use of the Grand Award monetary prize awarded in the USC.

All entries are subject to verification and approval by Ubiquity. Entries that do not meet the requirements, or otherwise do not comply with the Official Rules and Regulations herein, will be disqualified. Any attempted form of entry other than as described in these Official Rules and Regulations is void. Ubiquity will determine, in its sole discretion, what constitutes a valid submission.

Ubiquity is not responsible for problems downloading or uploading any USC-related information to or from the web site, or any other software application, or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail to be received by Ubiquity on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit a participants ability to fully engage in the USC.

*If you opt to access and participate in the USC via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime, data transfer fees for uploaded documents, and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges related to your participation in the USC. Mobile device service may not be available in all areas. International rates may apply. Check your phone's capabilities for specific instructions. Ubiquity is not responsible for any charges you may incur.*

### **Important Dates for 2018/2019 Academic Award Year**

**All deadlines should be considered 5:00 PM Pacific Time on specific dates referenced unless otherwise specified.**

**December 31, 2018, 12:00 PM Midnight** – Deadline for teams to indicate their interest in competing for the 2019 USC Award.

**May 31, 2019** – Deadline for submissions.

**June 30, 2019** – Deadline for preliminary Judging Round. 10 finalists will advance and will be invited to pitch in person on a virtual video conference call to the USC Judging Panel.

**July 19, 2019** – Finalist virtual video conference call pitch round.

**July 31, 2019** – Award Recipient is notified.

**September 1, 2019** - Deadline for team to form business entity. If no entity is formed, award will be divided equally among team members and distributed directly to those individuals.

**September 2019** – Award Recipients will be featured during an event to be held in conjunction with the UN General Assembly meeting in September 2019 in partnership with participating UN agencies and/or co-sponsoring partners from the NGO, corporate, and multilateral institution communities.

## **Project Ideas and/or Business Venture Requirements**

All project ideas and/or business ventures submitted to the USC must be original student ideas and substantially developed by students. Co-development with non-students or any others must be fully disclosed to determine if the contribution of any others was/is substantial or outweighs contributions of the submitter(s).

## **Judges**

Preliminary round judges and the five-judge blue-ribbon panel in the final round will have expertise in the UN SDGs, with NGOs, social entrepreneurship, start-ups and/or businesses that embrace sustainable principles, or with general business expertise.

## **Judging Criteria**

The criteria used by these expert judges in their evaluation are:

- **Innovation:** Is the idea novel and does it present an original take on potential solutions?
- **Relevance:** Are the UN SDGs clearly and explicitly referenced and does the idea represent a solution that will directly impact the SDGs in question?
- **Populations Affected:** How many individuals or communities does the solution have the potential to positively impact?
- **Passion:** How driven and passionate are the teams about their idea or potential solution?
- **Probability of Success:** What are the chances that the project idea or business venture will be successful?
- **Scalability:** If successful, what is the potential for scalability?
- **Completeness and Timeliness:** Was the submission process followed and were all components submitted on time?

Judges will rank each element on a range between 0 and 100. Scores will be added to determine the Award Recipient Team. In the case of a tie, the judges will confer and select the final Award Recipients. Their decision will be final.

GRAND AWARD RECIPIENTS WILL BE ANNOUNCED ON, OR ABOUT, JULY 31, 2019.

## **Grand Award**

1. Decided by the five-judge panel during the final round, the first-place team will receive \$25,000.00 USD (twenty-five thousand dollars).
2. Award money will be distributed equally among the team members or the total will be issued to a non-profit or business entity formed by the Award Recipients depending on the Award Recipients preference. Teams have until September 1, after Award announcement in any USC year, to form a non-profit or business entity should they desire to do so (unless otherwise approved). If the team Award Recipients fail(s) to, or choose(s) not to, form a non-profit or business entity, the award will be divided equally and issued directly to the individuals who compose the team.

3. By entering into the Challenge, the team Award Recipients hereby grant Ubiquity and its affiliates an irrevocable right of first refusal to invest in any round of debt or equity financing on terms at least as favorable as all other potential investors in business entities formed as a direct result of the USC. Participant Award Recipients shall enter into a binding agreement with typical commercially reasonable terms as determined by Ubiquity further evidencing this right as a condition of receiving the award.

4. Each team-member will be required to provide appropriate documentation, which may include social security numbers in the United States, or other personally identifiable information, to receive their award payment as required by law in their country of origin. For example, in the United States an Internal Revenue Service (IRS) Form 1099 will be issued in the Award Recipient's names or organization's name and recipients may need to provide W-9 and/or EIN forms as required. This serves as the team's award agreement.

5. All individuals who are part of a team and/or their resultant non-profit or business entities are completely responsible for any tax consequences of the Award.

6. ALL AWARDS ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

### **Award Recipients Notification**

In addition to public announcement on the Ubiquity web site, Ubiquity will notify the individuals on the team named as the "Award Recipients" via email and/or by phone requesting confirmation of each team-member's name and mailing address. Each individual Potential Award Recipient on the team is/are subject to verification. Each individual on the team deemed Potential Award Recipients will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and (in the United States) W-9 tax-payer request for identification and/or other documentation required by the applicable country of jurisdiction, within (7) days of attempted notification, unless otherwise approved by Ubiquity. If individuals on the Potential Award Recipient team fail to respond to any notification attempt within 72 hours, or if any attempted notification or Award delivery is returned as undeliverable, or if any individual on the team fails to complete and return any required affidavit or release within the specified time period, the entire team of Potential Award Recipients may be disqualified and an alternate team may be selected as the Award Recipient from the remaining Eligible submissions.

### **Nature of Project Ideas or Business Ventures**

1. The USC is for new, independent project ideas or business ventures in the start-up ideation, early growth or seed stages. It is desired that these ideas and/or business ventures have an explicit, direct impact on the UN SDGs. Generally excluded include, but are not limited to, the following criteria: buy-outs; expansions of existing companies; real estate syndications; tax shelters; franchises; etc. If questions arise regarding affiliations, the decision of the USC Steering Committee will be final.

2. Previously existing business ventures with annual gross sales greater than \$15,000 will not be considered.

3. Teams, or individual members of the team, that have received outside financing and/or institutional funding (award/prize funding/venture capital or private equity investment, etc.) greater than \$20,000 are not eligible.

4. Consistent with our purposes, Ubiquity will evaluate the project ideas and/or business venture ideas based on the social purpose and impact around the UN SDGs and will not accept any submissions that it deems, in its sole discretion, to be unethical, not directly related to the advancement of the UN SDGs, or contrary to local, state, national or international law.

5. In addition, Ubiquity reserves the right to reject any submission for reasons including, but not limited to, if the submission or any part of the submission, is deemed to be in violation of Ubiquity University's Code of Ethics, violates any local, state, national or international law, or is not complete, or does not present sufficient content.

### **Intellectual Property**

By participating in the USC, all student participants certify:

1. Project and/or business venture idea(s) is/are the team's original work;
2. Project and/or business venture idea(s) does not/do not infringe any trademark, patent, or copyright or any other right of any person or entity;
3. No individual members on any team have/has not previously assigned, pledged, or otherwise encumbered any rights in the submission, and the submission is free and clear of any liens, encumbrances, debts or claims of any nature;
4. Project and/or business venture idea(s) is not/are not in the public domain; and/or,
5. Project and/or business venture idea(s) is not/are not otherwise prohibited by law.

Participation in the USC does not require students to assign their intellectual property to Ubiquity. It is also important to be mindful of the intellectual property rights of any former, or current employer, if you conceived of and/or developed the idea while you were an intern, co-op or employee of any company.

### **Prohibited Content**

Submissions of materials in the USC may not contain, as determined by the Ubiquity, in its sole discretion, any material or content that:

- a) is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; containing nudity;
- b) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- c) includes obscene or offensive messages; endorsement of any form of hate or hate group; duplication of any other video submission;

- d) promotes terrorist acts, such as providing instructions on how to assemble bombs, grenades and other such weapons or providing instructional components about illegal activities;
- e) defames, misrepresents or contains disparaging remarks about Ubiquity, its students, its faculty or products or other people or companies;
- f) includes messages or images inconsistent with the positive images and/or good will to which the Ubiquity wishes to associate;
- g) infringes on the rights of any third party; and/or,
- h) violates any law.

### **AWARD RECIPIENT(S) LIST**

To obtain the names of the Award Recipient(s), you may reference our web site (<https://www.ubiquityuniversity.org/global-creativity-award/>) and/or send a self-addressed, stamped envelope to: Ubiquity University Sustainability Challenge Award Recipients, 35 Miller Avenue #314, Mill Valley, CA 94941. All such requests must be received within two years after the conclusion of any challenge round and issuance of award.

### **PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS**

Participation constitutes permission for Ubiquity, and its affiliates or assigns, to use all Participant's submissions, name, photograph, likeness, voice, biographical information, statements and contact information (collectively the "**Attributes**") for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases Ubiquity, its agents, assigns or contractors, from all claims arising out of the use of such Attributes. All information regarding Participants collected by Ubiquity and/or their agents, assigns and contractors will be treated in accordance with Ubiquity's privacy policies. Please review our Privacy Policy at: <https://www.ubiquityuniversity.org/privacy-policy>. By entering the USC, each Participant agrees that information submitted in connection with the USC may be used as permitted pursuant to the privacy policies, and otherwise in connection with the administration of the USC.

Submission of materials grants Ubiquity and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such submission in any way, in any and all media, without limitation and without any compensation to the Participant(s). Participation in the USC constitutes agreement to sign such a release. If a potential Award Recipient(s) does not/do not sign this release and return it within the time frame specified, the potential Award Recipient(s) may be disqualified and the Award may be issued to another eligible team. When such documentation is properly executed and providing potential Award Recipient(s) is/are otherwise in compliance with the Official Rules and Regulations, potential Award Recipients, either as individuals or as a team, will be determined to be the Award Recipient(s) ("Award Recipient" and "Award Recipients").



## **DISQUALIFICATION**

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE USC OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE USC IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, UBIQUITY RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) AND OTHER REMEDIES FROM ANY PERSON, OR PERSONS, RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Ubiquity reserves the right, in its sole discretion, to disqualify any individual or group of individuals who is/are found to have tampered with the entry process or the operation of the USC, to be acting in violation of these Official Rules and Regulations, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the USC, or to disparage, annoy, abuse, threaten or harass any other person. No incomplete, forged, software-generated or other automated entries will be accepted. The invalidity or unenforceability of any provision of these Official Rules and Regulations shall not affect the validity or enforceability of any other provision. In the event any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained within.

## **LIMITATION OF LIABILITY**

None of the Released Parties shall be held responsible for, and all Participants hereby release the Released Parties from any claims arising from or in any way relating to: (i) late, lost, delayed, illegible, damaged, corrupted or incomplete submissions, incorrect or inaccurate capture of, damage to, or loss of submissions or information or technical failures of any kind related to those submissions or of any kind in general, including, but not limited to, the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the USC; (iv) electronic or human error which may occur in the administration of the USC or the processing of submissions; (v) any injury or damage to persons or property, including but not limited to Participant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the USC; (vi) use of any monetary award; and, (vii) the judging process including the outcome of the USC. By entering, each Participant fully releases and agrees to hold each of the Released Parties harmless from and against any and all claims, liability, damages, and demands arising out of or relating to participation in the USC, the USC process and/or any use of the award recipient's name, likeness, voice and/or biographical information as permitted hereunder, including without limitation all claims, liabilities, damages, and demands based on any personal injury, property damages or loss or death. Participants assume all liability for any injury or damage caused, or claimed to be caused, by participation in the USC or the use of the web site, microsite or other communication platforms.

## **OTHER ISSUES/FORCE MAJEURE**

In the event (a) an insufficient number of Eligible Entries are received, (b) a virus, bugs, or Participant fraud or misconduct affect or corrupt the administration, integrity, security or proper operation of the USC, (c) Ubiquity deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms, or (d) Ubiquity is prevented from awarding the Grand Award or continuing with the USC as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any international, United States Federal, State or local government law, order, or

regulation, public health crisis (e.g. SARS, etc.), order of any court or jurisdiction, or other cause not reasonably within Ubiquity's control, then Ubiquity shall have the right to modify, suspend, or terminate the USC. If the USC is terminated before the designated end date, Ubiquity will (if possible) select all eligible, non-suspect entries received as of the date of the event, giving rise to the termination. Inclusion in such selection process shall be each Participant's sole and exclusive remedy under such circumstances. Only the type and quantity of Award described in these Official Rules will be awarded.

## **DISPUTES**

AS A CONDITION OF PARTICIPATION IN THE USC, PARTICIPANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS USC, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR SELECTED BY, AND IN ACCORDANCE WITH THE EXPEDITED RULES OF, THE AMERICAN ARBITRATION ASSOCIATION (AAA), WHICH MAY BE FOUND ON AAA'S WEBSITE AVAILABLE AT [HTTPS://WWW.ADR.ORG/AAA/SHOWPROPERTY?NODEID=/UCM/ADRSTG\\_004103&REVISION=LATESTR](https://www.adr.org/aaa/showproperty?nodeid=/ucm/adrstg_004103&revision=laterstr) ELEASED. IF AAA IS NOT AVAILABLE FOR ANY REASON OR REFUSES TO ADMINISTER THE ARBITRATION, THE PARTIES SHALL MUTUALLY AGREE TO SELECT AN ARBITRATOR UNDER THE RULES OF ANOTHER ALTERNATIVE DISPUTE RESOLUTION PROVIDER; (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES; (IV) ANY ARBITRATION UNDER THIS ARBITRATION CLAUSE SHALL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. 1 ET. SEQ.), AND NOT BY ANY INTERNATIONAL, STATE OR LOCAL LAW CONCERNING ARBITRATION, EXCLUSIVE OF ANY CONFLICT OR CHOICE OF LAW RULES. THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA IN RENDERING AN AWARD; (V) THE PARTIES CONSENT TO EXCLUSIVE PERSONAL JURISDICTION IN CALIFORNIA; (VI) ANY AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AS A JUDGMENT IN ANY FEDERAL DISTRICT COURT WHERE EITHER THE PARTICIPANT OR UBIQUITY RESIDES; AND (VII) IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINDER SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION RIGHT IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON IN A CASE IN WHICH CLASS ACTION ALLEGATIONS HAVE BEEN MADE, THE REMAINDER OF THIS ARBITRATION CLAUSE SHALL BE UNENFORCEABLE.

## **For More Information**

For more information, or for answers to questions not covered in these guidelines, please contact Jim Garrison, President, Ubiquity University at [jgarrison@ubiquityuniversity.org](mailto:jgarrison@ubiquityuniversity.org).