



Mississippi Department of Environmental Quality **Beach Outfalls Challenge Terms and Conditions**

The following Terms and Conditions are applicable to those who will provide a design submission (participant(s)), to participate, in the Beach Outfalls Design Challenge (Beach Outfalls Challenge):

1. Mississippi Department of Environmental Quality (MDEQ) Beach Outfalls Challenge Eligibility

To be eligible to win a prize under the Beach Outfalls Challenge, an individual or entity:

- a) Must have successfully registered to participate in the Beach Outfalls Challenge;
- b) Must have complied with all the requirements under this section; and
- c) May not be a MDEQ employee, employee of Beach Outfalls Challenge sponsoring organizations, members of their immediate family (spouses, children, siblings, parents), or persons living in the same household as such persons, whether or not related.

In addition, a Team must have a single individual representing the entire Team. This individual will be designated the Team Leader. The Team Leader is responsible for providing and meeting all submission and evaluation requirements.

2. MDEQ Beach Outfalls Challenge Team Representations and Warranties

The Team hereby represents and warrants that:

- a) It is free to enter into this competition without the consent of any third party and has the capability to fully perform its obligations as stipulated by the Beach Outfalls Challenge Rules and Terms and Conditions;
- b) That each individual or entity on the Team has provided the Team Leader with the requisite authority to act on the Team's behalf for the purposes of participation in the Beach Outfalls Challenge;
- c) It is not a party to (and it agrees that it shall not become a party to) any agreement, obligation, or understanding that is inconsistent with the Terms and Conditions or might limit or impair the Mississippi Department of Environmental Quality's (MDEQ) rights or the Team's obligations under the Beach Outfalls Challenge Rules or Terms and Conditions;
- d) There is no suit, proceeding, or any other claim pending or threatened against the Team, nor MDEQs any circumstance exist, to its knowledge, which may be the basis of any



- such suit, proceeding, or other claim, that could limit or impair the Team's performance of its obligations pursuant to Beach Outfalls Challenge Rules or Terms and Conditions;
- e) It will not infringe, violate, or interfere with the Intellectual Property, publicity, privacy, contract, or other right of any third party in the course of performance of this agreement or cause MDEQ, Beach Outfalls Challenge, or their agents to do any of the same;
 - f) It will comply with all applicable laws, rules, and regulations in performing under these Terms and Conditions; and
 - g) It meets the eligibility requirements set forth in Section 1 of these Terms and Conditions.

3. Disclaimer of Warranties

Any and all information provided by or obtained from MDEQ, and any agents authorized to act on their behalf for the Beach Outfalls Challenge, are without any warranty or representation whatsoever, including but not limited to its suitability for any particular purpose.

MDEQ, through the Beach Outfalls Challenge, makes no express warranties of any kind as to the design feasibility, constructability, safety, licensing, launch, commercial operating, and/or commercial sale of the Team's beach outfall design or technology. MDEQ and Beach Outfalls Challenge disclaim any and all warranties, express or implied in connection with the offering of the Beach Outfalls Challenge.

4. Indemnification

Upon registration, the participant(s) hereby agrees to indemnify and hold harmless MDEQ, its Commissioners, Board Members, officers, employees, agents and representatives for any and all claims of injury and damage of any nature whatsoever (whether existing or thereafter arising, whether direct, indirect, or consequential and whether foreseeable or not), which results, in whole or in part, from the alleged fault, negligence, or wrongful act or omission of the participants or participants' officers, employees or agents to the fullest extent allowed by law.

5. Release of Claims

Upon registration, the participant(s) agrees to assume and, thereby, have assumed any and all risks of injury or loss in connection with or in any way arising from participation in this competition. Further, upon registration, the participant(s) agrees to and, thereby, do waive and release any and all claims or causes of action against the MDEQ and its officers, employees and agents for any and all injury and damage of any nature whatsoever (whether existing or thereafter arising, whether



direct, indirect, or consequential and whether foreseeable or not), arising from their participation in the contest, regardless of the legal or equitable nature of claim or cause of action.

6. Confidentiality of Team Submissions and Data

“Confidential Information” shall mean: (a) those materials, documents, data, and other information which the Team has designated in writing as proprietary and confidential; and, (b) all data and information which the Team acquires as a result of the Beach Outfalls Challenge and efforts on behalf of the Beach Outfalls Challenge and any other information designated in writing as confidential by MDEQ. By execution of these Terms and Conditions, each Team member agrees to the following:

- (1) to protect all confidential information exchanged between the Team and MDEQ;
- (2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; and
- (3) except as otherwise required by law, not to publish or disclose such information to any third party without MDEQ’s written permission.

Any liability resulting from the wrongful disclosure of Confidential Information on the part of the Team shall rest with the Team. Disclosure of any Confidential Information by the Team without the express written approval of MDEQ may result in the immediate elimination of the Team.

The Teams participating in the Beach Outfalls Challenge are not permitted to identify items as Confidential that are intended for public viewing (videos, final presentations) as outlined in the Beach Outfalls Challenge Rules.

7. Beach Outfalls Intellectual Property Ownership

All intellectual property associated with Team submissions, as required to participate in the Beach Outfalls Challenge, remains the sole property of the submitting Team. Other than as expressed herein, MDEQ takes no interest in the intellectual property submitted to the Beach Outfalls Challenge without the written consent of the submitting Team. Teams should mark any and all pages of the Design Submission considered to be proprietary information which may remain confidential in accordance with Miss. Code Ann. §§ 25-61-9 and 79-23-1. Any pages not marked accordingly will be subject to review by the general public after winning designs are announced. If a public records request is made for any information provided, including intellectual property, to MDEQ pursuant to the Beach Outfalls Challenge and designated by the Team in writing as trade secrets or other proprietary confidential information, MDEQ shall following provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable



to the applicant, the Team, or any member of the Team, for disclosure of information required by court order or required by law.

By execution of these Terms and Conditions, Teams and their members consent to the use of intellectual property submitted to the Beach Outfalls Challenge and MDEQ consistent with the Beach Outfalls Challenge Rules and Terms and Conditions.

Teams, if selected as a Winner of the Beach Outfalls Challenge, hereby agree to and do grant MDEQ a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, all intellectual property included in the Team's Design Submission for the purposes implementation of their winning Design Submissions.

8. Force Majeure

A Team may be excused from a Design Submission deadline or other requirement of the Beach Outfalls Challenge for a reasonable period of time to the extent that it is prevented from complying with such deadline or requirement, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of the Team. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("Force Majeure Events"). When such a cause arises, Teams shall notify MDEQ immediately in writing of the cause of its inability to meet the deadline or other requirement, how the Force Majeure event affects its compliance with the Beach Outfalls Challenge requirements, and the anticipated duration of its inability to meet the deadline or requirement.

9. Relationship of the Parties

Nothing contained in these Terms and Conditions is intended to create, nor constitute, any relationship between MDEQ with the Team. Participation in the Beach Outfalls Challenge does not imply any form of sanction or support of the Team by MDEQ, nor does it grant either the Team or MDEQ any authority to act as agent, nor assume or create any obligation, on behalf of the other.

10. Beach Outfalls Challenge Rules Acknowledgement

The Team hereby acknowledges receipt and understanding of all rules and requirements established for the Beach Outfalls Challenge as set forth in the Beach Outfalls Challenge Rules document that may be amended throughout the duration of the competition as appropriate. The participant agrees to comply with: (1) the Beach Outfalls Challenge Rules; (2) additional relevant Beach Outfalls Challenge related documents that may be issued by MDEQ; (3) any amendments



or revisions to the Beach Outfalls Challenge Rules and related documents issued by MDEQ; and (4) all official interpretations of the Beach Outfalls Challenge Rules made by or on behalf of MDEQ.

11. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms or conditions stated in the Beach Outfalls Challenge Terms and Conditions.

12. Governing Law

The Beach Outfalls Challenge Terms and Conditions, and the provisions contained herein, shall be construed and governed in accordance with the laws of the State of Mississippi.

13. Severability

If any part of the Beach Outfalls Challenge Terms and Conditions is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Terms and Conditions that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable.

14. Dispute Resolution

All disputes and disagreements will be handled by MDEQ at its full and sole discretion; MDEQ decisions are binding and final.

I, the Team Leader, on behalf of my Team, acknowledge and accept the Terms and Conditions stipulated above for the Beach Outfalls Challenge. Acceptance of the Beach Outfalls Challenge Terms and Conditions constitutes consent to delivery of information as required by MDEQ, and the use and public release of that information consistent with the Beach Outfalls Challenge Rules and the laws of the State of Mississippi.