

CAS Future Leaders™ Terms & Conditions

By submitting an Application, you agree to comply with and be bound by the following official CAS Future Leaders rules (the “Rules”). Please review carefully.

1. **Definitions.** For the purpose of these Rules, the following shall mean:

Applicant: A person who submits an Application to participate in the Future Leaders program.

Application: All information submitted by, or on behalf of, the Applicant in relation to Applicant's application to be selected as Participant. Information may include, but is not limited to, name, current university or company, email, supervisor name, supervisor email, recommendation letter, CV, essay and other information as provided as a part of the Future Leaders program application.

Confidential Information: Any information in any form that is (i) disclosed by ACS/CAS to Participant in connection with participation in the Future Leaders program and/or (ii) marked or identified by ACS/CAS as “Confidential” or “Proprietary.” Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means.

Closing Date: The final date and time on which the Application must be received by CAS.

Participant: An Applicant selected to participate in the Future Leaders program.

Work Product(s): Any concept, innovation, discovery, invention, development, process, plan, design, formulation, specification, program or other matter or work conceived, made, developed, discovered, or acquired by Applicant (either alone or jointly with ACS/CAS or other third parties) during, after, or as a result of, Applicant's participation in the Future Leaders program

and that specifically pertains to ACS/CAS actual or anticipated activities or business functions, including but not limited to: (i) those incorporated and/or used in the development, and/or delivery of any of its products and/or services, and/or (ii) those that are incorporated into any of its internal business processes.

2. **Eligibility.** The CAS Future Leaders program (“Future Leaders program”) is open only to individuals who (i) have reached the age of majority in their jurisdiction of residence at the time of application submission, and (ii) do not reside in a jurisdiction in which submission of an Application and/or participation in the Future Leaders program is prohibited or otherwise restricted by law, rule or regulation. Employees and contractors of the American Chemical Society, CAS and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they live) or persons living in the same households of such employees or contractors, whether or not related, are not eligible to participate in the Future Leaders program. Previous participants in the Future Leaders program are also not eligible.
3. **Sponsor.** The Future Leaders program is organized and fully sponsored by CAS, a division of the American Chemical Society (ACS). CAS reserves the right to cancel or amend any, or all, of the Future Leaders program and/or Terms at any time. Any changes to the Terms, or cancellation of the Future Leaders program, will be posted on the CAS website. It is the responsibility of Applicant to check for any changes to the Terms. In case of cancellation of the Future Leaders program, Applicants will be notified.
4. **Application Submission.** Only one Application per person. Submission of more than one Application will result in disqualification. Additional Application details and requirements are available at: www.cas.org/futureleaders.

Applications received after the Closing Date will be disqualified. The Closing Date will be published at: www.cas.org/futureleaders.

5. **Participant Selection.** Applicant will be notified by email if selected as a Participant. A list of the selected Participants will also be available at www.cas.org/futureleaders.

The Future Leaders program is divided into two different groups. Up to thirty-five (35) Applicants will be selected as Participants to travel to Columbus, Ohio, USA, to participate in the Future Leaders in-person program. Up to sixty-five (65) additional Applicants will be selected as Participants in the Future Leaders virtual program.

6. **Program Participation.** For Participants invited to participate in the Future Leaders in-person program in Columbus, Ohio, USA, to aid in offsetting travel and related expenses incurred as a result of participation in the in-person Future Leaders program, each Participant will receive a cash award of \$1,000 US Dollars. All expenses including, but not limited to local, state, or federal taxes on the award, are the sole responsibility of each Participant who may elect to consult their own personal tax advisor as to the treatment of the award for tax purposes. Each in-person Participant will be required to complete an IRS Form W-9, Request for Taxpayer Identification Number and Certification, for tax reporting purposes as CAS will file an IRS Form 1099 with the Internal Revenue Service for the fair market value of the award.

7. **Confidentiality.** All information and documentation disclosed by CAS to Participant will be considered Confidential Information. Participant agrees to maintain all Confidential Information in strictest confidence and will use Confidential Information only in connection with participation in the Future Leaders program. At the conclusion of participation in the Future Leaders program, Participant shall immediately return any tangible Confidential Information provided by ACS/CAS.

The foregoing obligations will not apply to any information that: (i) is in the public domain; (ii) is disclosed to Participant in good faith by a third party who has not been and is not currently obligated to CAS to maintain confidentiality; (iii) Participant has knowledge of prior to disclosure by CAS; or (iv) CAS has approved in writing of such disclosure.

If selected, Participant shall continue to be bound by the Rules and, prior to participating in the Future Leaders program, may be required to accept and agree to additional terms and conditions.

8. General Rules.

- i. Applicant warrants that all information submitted, by or on behalf of Applicant in relation to the Application, is true, accurate and complete. CAS reserves the right to verify any information contained in the Application and/or eligibility to participate in the Future Leaders program. Applications must be submitted by the Applicant. CAS may request proof of identity by Applicant.
- ii. CAS may, in its sole discretion, disqualify Applicant if CAS has reasonable grounds to believe that Applicant has breached the Rules or applicable law or has otherwise infringed the intellectual property of another party. In the event of disqualification, CAS is under no obligation to provide Application with grounds for such disqualification.
- iii. Applicant grants to CAS the right to use and publish Applicant's name, photograph(s), biography and/or attending university/institution by CAS in any internal or external form or medium. Applicant further agrees to cooperate and/or participate in any other reasonable publicity or marketing campaigns for the program.
- iv. In the event that there is any conflict or other inconsistency between the

Rules and any advertisements, marketing materials, emails or announcements relevant to the Future Leaders program, these Rules will govern.

- v. Applicant may receive emails or other information from CAS from time to time. If Applicant wishes to opt out of such communications, Applicant shall provide written notification to CAS at futureleaders@cas.org.

9. **Intellectual Property Rights.** ACS will have all rights, title, and interest (including, but not limited to, ownership of patent, copyright, trademark or other intellectual property rights) in all Work Product(s).

Participant agrees to promptly disclose to ACS/CAS any and all Work Product(s). Upon such creation, conception, or invention, and without the need for further consideration, Participant assigns and transfers to ACS all of Participant's rights to, and title and interest in, any copyright, patent or trademark that Participant has or might have in relation to such Work Product(s).

As permitted by law, Participant also assigns and transfers to ACS, without the need for further consideration, all of its future rights in relation to such Work Product. ACS will have the right to file for patent, copyright, trademark, or other intellectual property rights at its own expense, on all Work Product(s). Participant agrees to cooperate with ACS/CAS and to execute all proper documents, at the expense of ACS/CAS, to enable ACS to obtain such intellectual property rights in the United States and foreign countries.

Nothing contained in these Rules, and no actions taken pursuant to these Rules or the Future Leaders program, shall be construed as granting any license of rights under any intellectual property, including but not limited to, patents, trademarks, copyrights or other proprietary information of ACS/CAS to Applicant/Participant.

10. **Limitation of Liability and Release.**

ACS/CAS waives any and all liability for lost, damaged or delayed Applications due to failure in transit. Applicant agrees to release and hold harmless CAS and each of its legal representatives, its affiliates, subsidiaries, parents, agencies and their respective officers, directors, employees, and agents from any and all liability for any injuries, loss, or damage of any kind arising from, or in connection with, the Application and/or submission of the Application, including, but not limited to, liability arising from copyright infringement, improper use of likeness, personal injury, death, damages, or monetary loss.

Participant agrees to release and hold harmless ACS/CAS and each of its legal representatives, its affiliates, subsidiaries, parents, agencies and their respective officers, directors, employees, and agents from any and all liability for any injuries, loss, or damage of any kind arising from, or in connection with, Participant's participation in the Future Leaders program, including, but not limited to, travel to and from the Future Leaders program or any events incidental to or a part of the Future Leaders program, participation in any activities that are part of the Future Leaders program, liability arising from copyright infringement, improper use of likeness, personal injury, death, damages, or monetary loss.

11. **Privacy.** As an Applicant and, if selected as a Participant, you acknowledge and agree that ACS/CAS may be required to comply with certain data protection, privacy, and/or information security laws, rules, regulations, or guidelines enforced in the jurisdictions related to the collection and processing of Personal Data, including, without limitation, the European Union General Data Protection Regulation. You agree that CAS may collect, use, and otherwise process Personal Data in accordance with the [CAS Privacy Policy](#), incorporated herein by reference. "Personal Data" may include name (including honorific), title, organization name, geographic location, phone number,

email address, and other information collected from you by ACS/CAS.

12. **Governing Law.** Any dispute or claim arising out of or related to the Rules, the Future Leaders program or any other matter relating to the Future Leaders program, shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to conflict of law principles). Should any part of these Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.