

## **Carbon Challenge 2.0 Terms and Conditions**

These Terms and Conditions (these “Terms”) Carbon Challenge Portal, an online platform created by Exaweb (the “Portal”), wherein members of the public may log “everyday” green and sustainable action in the Portal under five categories: Energy, Waste, Ecosystems, Travel and Sustainable Lifestyle (the “Initiative”). The pre-defined actions listed in the portal are everyday actions choices that all can use.

### **1. Purpose**

1.1 The title of the website Portal is The Carbon Challenge. Carbon Challenge Portal is open to the public. The aim is for people to log “everyday” green and sustainable action in the Carbon Challenge Portal under five categories: Energy, Waste, Ecosystems, Travel and Sustainable Lifestyle. The pre-defined actions listed in the portal are everyday actions and choices that all can make. The website, Portal, and any other content or calculations are provided on an "as is," "as available" basis, and may be subject to errors, inaccuracies or omissions.

1.2. The Portal will compute the carbon reduction or avoidance of each action logged. The participant’s name and associated carbon reduction or avoidance will appear on a public, live leader board in the Portal.

1.3. Not all sustainable actions are included in the pre-defined list in the Portal, but for the purposes of carbon impact calculation, these activities have the available references for computing the carbon impact based on climate science and will be the only items calculated for purposes of this initiative. All calculations are verified by TÜV SÜD South Asia Pvt. Ltd. (third-party vendor). Concentrix is not responsible for any incorrect or inaccurate information or calculation submitted by a participant or the third party vendor. Concentrix assumes no responsibility for error, omission, interruption, deletion, defect, delay in operation, or transmission communication failure, theft, or destruction or unauthorized access to the Portal, and personal devices, or any third party calculation.

### **2. How to log**

2.1. To log action/s, participants can enter via the Carbon Challenge Portal at CarbonChallenge.concentrix.com. The Portal allows the following languages: English, EU French, EU Spanish, German, Italian, Polish, Romanian, Turkish, Dutch, LATAM Spanish, Brazil Portuguese, Bahasa (Indonesian), Thai, Vietnamese, Chinese (Mandarin), Japanese and Korean.

2.2. Green actions limited to pre-defined activities in the system where carbon reduction calculations are possible using general references based on climate science.

2.3. To use the Carbon Challenge Portal, participants will be required to create an account. Participants must provide accurate and complete information during the registration process and promptly update your information if there are any changes. Participants will be asked to create a password for their account.

2.4. Participants should create a new unique password for their account. Participants are responsible for maintaining the confidentiality of the account credentials and for all activities that occur under such account.

2.4. NO PURCHASE OR PAYMENT NECESSARY TO ACCESS. VOID WHERE PROHIBITED. Information submitted by participants may be viewed by the public. Any participants’ information may be used for promotional purposes of the Initiative, judging the Initiative, and for contacting participants.

## 5. Publicity

By submitting an entry into the Carbon Challenge Portal, participants voluntarily grant Concentrix + Webhelp any and all of rights, titles, and interests in and to your entry, which may contain your image, and the entry may be used in connection with the marketing and publicity involved with the portal, including, without limitation, a royalty-free right for Concentrix + Webhelp, and its affiliates, consultants, vendors and agents to edit, copy, distribute, combine, create derivative works of, and use the entry, in whole or in part, including in conjunction with my name, anywhere in the world and for any purpose. You also voluntarily consent to Concentrix+ Webhelp including my name and image in the entry in connection with the Carbon Challenge Portal in the exercise of its rights, titles and interests granted herein. The rights granted by you herein include, without limitation, the right of publicity, moral rights, and the right to use the entry for promotional and marketing activities, including, without limitation, marketing and promotional activities involving Concentrix + Webhelp website, newsletters, press releases, Twitter, Facebook, LinkedIn, Instagram, Weibo, program brochures and special events.

## 5. Liability

By logging using the Carbon Challenge Portal, participants (a) agree to release and hold harmless Concentrix + Webhelp its affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors, advertising and promotion agencies, and judges from any liability, loss, or claim related to your participation, human or technical errors of any kind; and (b) waive all rights to jury trial, direct, indirect, punitive, incidental, or consequential damages. Concentrix, its officers, officials, employees, contractors and agents make no representations or warranties regarding this website or the content, including but not limited to their completeness, accuracy, timeliness, non-infringement of third-party rights, or freedom from computer viruses. Your access to and use of this website and the content of the website are at your sole risk.

## 6. General

6.1. Concentrix + Webhelp reserves the right to cancel or amend these Terms from time to time in its sole discretion.

6.2. By participating in the Carbon Challenge Portal, participants accept these Terms as in full force and effect at the time you submit your entry.

6.3. The use of any personal data by Concentrix + Webhelp shall be in accordance with Concentrix + Webhelp Privacy Policy which can be found on this website.

6.4. Without prejudice, Concentrix + Webhelp reserves the right to exclude any entry from the Carbon Challenge Portal if it deems it to be ineligible or otherwise invalid and Concentrix + Webhelp shall have complete discretion in this respect.

6.5. If any provision of these Terms and Conditions (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

6.6. If any invalid, unenforceable or illegal provision would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of Concentrix + Webhelp.

6.7. No failure or delay by Concentrix to exercise any right or remedy provided under these Terms or by law or any abandonment of any such right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

6.8. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6.9 Unless otherwise specified, the only sponsor of the Carbon Challenge Portal is Concentrix + Webhelp, which can be contacted at 44111 Nobel Dr., Attn: Legal, Fremont, CA 94538 for inquiries. The Carbon Challenge is not sponsored, endorsed, administered by the brand owner, by any customer of Concentrix + Webhelp, or by Twitter, Instagram, Facebook, Weibo, LinkedIn or any other social media platform. By entering, you hereby fully release Concentrix + Webhelp customers, Instagram, Facebook, Twitter, Weibo, Google, and any other media platform from all liability and damages that may be associated with your entry. For any submissions on social media, you must not inaccurately tag content or encourage users to inaccurately tag content (ex: don't encourage people to tag themselves in photos if they aren't in the photo).

6.10 The Carbon Challenge Portal and these Terms are governed by the laws of South Carolina, USA, without regard to conflict of law doctrines. Any legal or other action related to the campaign must be commenced no later than two (2) years from the date on which the cause of action arose, unless otherwise provided by applicable law without the possibility of a contractual waiver or limitation.