

**The 2019 *Cities100*
Terms & Conditions**



Terms & Conditions for the 2019 Cities100

The 2019 edition of the Cities100 Publication aims to provide recognition for cities that are demonstrating leadership in addressing climate change through the implementation of replicable and scalable solutions that lower emissions and address issues cities are facing as a result of global climate change.

Cities100, now in its fourth year, is a publication by Nordic Sustainability and C40 Cities Climate Leadership Group Inc. ("C40"), which seeks to identify, connect, and communicate the most ground-breaking solutions to the problems of climate change that afflict cities today. The 100 city solutions will serve as a guide to policies that create the resilient and productive urban environments of the future.

As part of the application for the Cities100 Publication, you will be given the option to have your project also be considered for the potential 2019 C40 Cities Bloomberg Philanthropies Awards ("Awards"). The Cities100 Publication and the Awards are two separate initiatives and participation in one is not a requirement to participate in, and makes no guarantees regarding, the other. C40 is including the option to have Cities100 applications automatically considered for the Awards solely as a convenience to the applicants, providing the opportunity for projects to potentially be highlighted and recognized across two C40 platforms without additional effort.

Please read the following terms of service for the 2019 Cities100:

Terms of Service for the 2019 Cities100

Applications must be submitted by a municipality's authorised representative under the direction of that municipality's mayor, chief executive officer, or equivalent or by a third-party organisation. Unless otherwise agreed to by you and C40 & Nordic Sustainability, no material submitted via this website (www.c40.org/other/cities100) or otherwise to C40 & Nordic Sustainability or its representatives or partners is confidential. By submitting an application you grant C40 & Nordic Sustainability and their representatives, partners, agents, sublicensees, and affiliates the non-exclusive right to reproduce, distribute, share, create derivative work from and otherwise use any submitted material for the Purpose (as defined below) and both shall be under no obligation to maintain the confidentiality of any data, content submitted or the outcome of submitted applications. You acknowledge that you and the municipality or organisation that you represent will receive no payment from any member of C40 & Nordic Sustainability in connection with such non-exclusive right. No member of C40 & Nordic Sustainability will use your application or associated materials for commercial purposes.

You represent and warrant that Your City or Your Organisation has the right to submit the data presented in your Cities100 application. Use of the contact information that you provide in the online application is intended for the purpose of communicating with you and informing you about the Cities100. Participation in the Cities100 is also subject to contest rules listed on this Website or otherwise, including, but not limited to, the "Application Guide", "Eligibility Criteria", and "Assessment Criteria" sections of this Website.

Certain system requirements regarding the hardware, software, and other technical elements used to receive, view, or submit documents must be met. Use of this Website or access to its content may be inhibited or prohibited at any time, even if you have already begun participating in a particular activity or utilising a particular feature.

Nothing in the Application or these Terms and Conditions should be interpreted as a commitment by C40 or Nordic Sustainability to use your submission as part of the Cities100 Publication. Additionally, should you choose to also be considered for the Awards your submission does not create an obligation on C40 to recognize your project or award it a prize.

As your municipality's/organisation's main point of contact for the Cities100, you represent, warrant, and covenant that you have the power and authority to use this Website and electronically submit the application on behalf of Your City/Organisation. You and Your City/Organisation are fully responsible for all use of and activity on this Website by you and other employees of Your City/Organisation, including employees that you designate or otherwise permit to access the participant-only section of the Cities100 part of this Website. You represent, warrant and covenant that all information you provide about yourself is truthful, accurate and up-to-date. You or Your City/Organisation shall promptly send notification to cities100@c40.org if you are no longer authorised by Your City/Organisation to be Your City's/Organisation's primary contact for the Cities100.

All information provided in applications must be an accurate representation of the respective project. The Applicant shall procure all necessary consents and intellectual property rights required for him/her to submit such data and information and for C40/ Nordic Sustainability to use them for the purpose of preparation and conduct of the Awards and/or the Cities100 (the "Purpose"). Applicant shall indemnify C40/ Nordic Sustainability from any claims of third parties in connection with the Permitted Use of the information provided by Applicant.

C40 and Nordic Sustainability are under no legal obligation towards the Applicant to consider the application. C40 are under no legal obligation to grant an award or to actually conduct the Awards or produce the Cities100 document. C40 and/or Nordic Sustainability reserve right to exclude an entry from the award process at any time if the entry is deemed inappropriate for any reason or does not fit the eligibility criteria and the decision of the Cities Awards Judging Panel and Selection Committee is final and not subject to any legal review or appeal initiated by the Applicant.

In the course of the assessment, Applicants considered for the Cities100 and/or an award may be requested to provide additional information.