

# Apple Impact Accelerator Application and Attendance Policy

You must agree to the Apple Impact Accelerator Application and Attendance Policy to apply for Apple Impact Accelerator and, if selected, to attend Apple Impact Accelerator.

## **Application Submissions**

Applications to attend Apple Impact Accelerator are accepted on a rolling basis for dates that are posted online. By submitting the application on behalf of the organization listed in the "Legal Name" field of the application portal, you are affirming that you have the authority to do so. Apple is not responsible for lost or late submissions, or for electronic transmission errors, regardless of cause. You agree that Apple may contact you by email, phone or other method of communication concerning your application.

## **Eligibility Requirements**

Participants in the Apple Impact Accelerator must meet the following requirements.

Your organization must:

- Be a for-profit enterprise at least (in the aggregate) 51 percent owned, operated and controlled by an African American, Hispanic American/Latinx or Indigenous American (Native American) individual(s);
- Be headquartered in the United States;
- Dedicate at least one staff member (CEO or C-suite executive) to fully participate in Apple Impact Accelerator's training program (a maximum of two participants per organization); and
- Ensure that each participating staff member is 18 years of age or older, proficient in English, and able to attend for the entire duration of the program.

Eligibility is subject to verification by Apple and you agree to cooperate with Apple to provide information about your application and organization that is relevant for eligibility. Employees, interns, affiliates, subsidiaries, and advertising and promotional agencies of Apple Inc. (or any Apple subsidiary) are not eligible, and immediate family members and/or those living in the same household of such parties are not eligible.

## **Application Requirements**

Your application may not be considered for Apple Impact Accelerator if it does not follow all eligibility and submission requirements.

You must complete all required fields on the application form and upload all required files and documentation before submitting. All registration and attendee personal information you provide will be treated in accordance with our Privacy Policy, which can be found at: [www.apple.com/privacy/privacy-policy/](http://www.apple.com/privacy/privacy-policy/)

All applications must be submitted through the Apple Impact Accelerator application page ([Prospective Supplier Application](#)) and will not be accepted through any other channel. Applicants shortlisted for interviews will be notified by email at the email address provided by the applicant in the application. All decisions made by Apple are final and review results are confidential. Finalists will be selected by Apple in its sole discretion based on the review

criteria set forth below. You must agree to the Apple Impact Accelerator Application and Attendance Policy to apply to and attend Apple Impact Accelerator.

### **Review Criteria**

Finalists will be selected based on:

- Your submitted application;
- Alignment of your organization's proposed solution or service with Apple's environmental priorities; and
- Your interview with the Accelerator team

### **No Confidential or Proprietary Information**

Apple works with many organizations (including environmental solution and service providers) and some of their products may be similar to or compete with the materials you submit. Apple may also be developing its own similar or competing products or services or may decide to do so in the future, and you acknowledge and agree that neither this Policy nor your participation in Apple Impact Accelerator will limit or restrict Apple in any way from doing so. Your application and any information or materials that you or your organization provide in connection with your application or with your participation in Apple Impact Accelerator ("Applicant Disclosures") are not, and will not be considered or deemed, confidential, and Apple has no confidentiality obligations with respect to such Applicant Disclosures. You, on behalf of yourself and your organization, acknowledge and agree that no Applicant Disclosures are confidential, sensitive, trade secret, non-public, or proprietary to you or your organization, and that Apple is free to keep, use, disclose, commercialize, and exploit any Applicant Disclosures without any remuneration from Apple at any time for any such activity.

Learn more about Apple's Intellectual Property policies at <https://www.apple.com/legal/intellectual-property>.

### **Apple Confidential Information**

Your organization must also execute Apple's standard confidentiality agreement. You acknowledge and agree that information and materials that Apple shares with you in connection with Apple Impact Accelerator may include Apple confidential information and may be protected by Apple intellectual property rights. You agree to use such information and materials solely as permitted in such confidentiality agreement.

### **Attendance Offer**

If you are accepted as an attendee, you must confirm your attendance and eligibility on or before the acceptance deadline for the program date specified in your acceptance letter. Attendance offers that are not accepted by the deadline will be deemed forfeited by you and given to other applicants.

Apple Impact Accelerator is free of charge for accepted organizations and their attendee(s). You understand and agree that the opportunity to attend may not be sold, resold, bartered, auctioned, or transferred in any way. As an exception to the foregoing, requests to transfer attendance among eligible members of the same team may be submitted to Apple for consideration. Apple reserves the right to reject any transfer requests. Any other transfers will render participation null and void without any responsibility to Apple. Apple reserves the right, in its sole discretion, to cancel participation or attendance offers for any reason and at any time.

Apple may add, substitute, or cancel Apple Impact Accelerator, or any cohorts thereof, and Apple does not guarantee that you will be informed of such changes before the start date of your cohort. Apple will not be liable to you for any loss in connection with Apple Impact Accelerator, including without limitation loss of employment or wasted expenditures.

### **Reasons for Disqualification**

Apple reserves the right to disqualify your current and/or future applications, or withhold or revoke your attendance offer to Apple Impact Accelerator and/or other Apple events at any time, including if:

- Any part of your submission is untrue, plagiarized, or fabricated;
- You or any other participants from your organization engage in or previously engaged in harassment or other harmful behavior directed at Apple, Apple employees, other applicants, or Apple Impact Accelerator attendees;
- You are accepted to Apple Impact Accelerator and do not claim the attendance offer by the deadline, or claim the attendance offer but do not attend all Apple Impact Accelerator activities, unless otherwise agreed by Apple;
- You, or your representatives, directly or indirectly, commit any act intended to interfere with Apple Impact Accelerator; or
- You (or your application or representatives) fail to comply with these and all other terms and conditions of the Apple Impact Accelerator.

### **Code of Conduct**

Apple is committed to diversity and to providing a harassment-free Apple Impact Accelerator experience for everyone. All attendees have the right to a safe and welcoming environment regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion, or any other attributes. In addition to treating others respectfully, please do not bring items with disrespectful, malicious, or offensive writing, images, or audio to meetings. If you have an experience that violates this code of conduct, ask the Apple moderator for assistance at Apple Impact Accelerator.

Apple reserves the right to refuse admittance to, or remove, any person from Apple Impact Accelerator (including from any related events) at any time in its sole discretion, including but not limited to attendees behaving in an inappropriate, disorderly, disrespectful, or dangerous manner or failing to comply with this Apple Impact Accelerator Application and Attendance Policy.

### **No Photography or Recording**

You may not record any aspect of Apple Impact Accelerator (including, but not limited to, by making audio or audiovisual recordings, scraping or otherwise copying Apple Impact Accelerator), or post photos, screen shots or otherwise publish, publicly display, distribute, or disseminate Apple Impact Accelerator, including any content or materials made available by Apple in connection with Apple Impact Accelerator. Solicitation or selling of items or services is not allowed.

### **General Terms**

By applying for Apple Impact Accelerator, you agree to hold Apple and its directors, officers, employees and assigns harmless against any and all claims and liability arising out of or related to your application to and/or attendance at Apple Impact Accelerator. You assume all liability for any injury or damage caused, or claimed to be caused, by participation in Apple Impact Accelerator. You voluntarily assume all risk and danger incidental to attending Apple

Impact Accelerator, whether occurring prior to, during or subsequent to Apple Impact Accelerator, and Apple will not be liable for any resulting harm, including death, personal injury, loss, damage, or any other liability, including, but not limited to, any claims that stem from any services, materials, or input provided as part of Apple Impact Accelerator (if any) or Apple's performance or failure to perform under this Apple Impact Accelerator Application and Attendance Policy, whether or not Apple has been advised of the possibility of such damages. Apple's entire liability for direct damages arising as part of Apple Impact Accelerator is limited to fifty dollars (50.00 USD). Apple hereby disclaims any and all warranties of any kind, express or implied, for the Apple Impact Accelerator, including for any services, materials, or input provided as part of Apple Impact Accelerator (if any). You agree to be bound by these terms and conditions and the decisions of Apple, which are final in all respects. You agree that Apple shall not be responsible for any typographical or other errors in the administration of Apple Impact Accelerator.

### **Film and Video Consent**

Photographs, audio and/or video taken as part of Apple Impact Accelerator by Apple, or others on behalf of Apple, may include your voice, image or likeness. By attending Apple Impact Accelerator, you agree that Apple may use such photographs, audio and/or video, including those that may contain your voice, image or likeness, for any purpose on a worldwide basis in perpetuity, without any compensation to you, and you consent to Apple's use thereof and release Apple from all liability related thereto.

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