

Ghost Fellowship Terms

Effective Date: April 28, 2022

Introduction

Please read these Ghost Fellowship Terms (“Fellowship Terms”) carefully. These Fellowship Terms form a legally binding contract between you (or your organization) and: (a) Snap Inc. (if you live in the United States or if you are using the Services on behalf of a business with its principal place of business located in the United States); or (b) Snap Group Limited (if you live outside the United States or are using the Services on behalf of a business with its principal place of business located outside the United States) (Snap Inc. and Snap Group Limited are each referred to as “Snap”), and govern your participation in the Ghost Fellowship Program (the “Fellowship Program”). The Fellowship Program is a “Service” as defined in the [Snap Terms of Service](#). In the event your Funding Application (as defined below) is accepted you will be required to enter into an agreement with Snap documenting the requirements of your project. To the extent these Fellowship Terms conflict with the terms of your agreement with Snap, the agreement will govern.

Please print a copy of these Fellowship Terms and keep them for your reference.

These Fellowship Terms apply to any Funding Application submitted on or after April 28, 2022 and incorporate by reference the [Snap Terms of Service](#), [Community Guidelines](#), [Snapchat Brand Guidelines](#), [Snapcode Usage Guidelines](#), [Lens Studio Terms](#), [Lens Studio Submission Guidelines](#) and any other policies, documentation, and guidelines Snap makes available to you, so please read each of them carefully. Among other things, this means that your submission of Funding Application(s) and participation in the Fellowship Program are subject to the disclaimers and limitations of liability in the [Snap Terms of Service](#). Please also review Snap’s [Privacy Policy](#) to learn how Snap handles information when you use the Services. To the extent these Fellowship Terms conflict with any of the documents described above, or any other document previously entered into between you and Snap, these Fellowship Terms will govern.

You affirm that you are at least 18 years old (or the age of majority where you live) and are competent and authorized to agree to and abide by these Fellowship Terms. If you want to participate in the Fellowship Program and are under the age of majority, a parent or guardian must give express permission on your behalf hereunder.

You agree that the terms “you” and “your,” as used throughout these Fellowship Terms, apply to both you and your business, as applicable.

1. The Fellowship Program and Submission of Funding Applications

To submit a funding application (“Funding Application”), visit [here](#) and follow the directions provided to complete and submit the application form, including your research, prototype or product launch concept (your “Project Concept”). Submissions will be reviewed on a rolling basis. Funding Applications may be submitted by individuals, companies, or teams. If you are submitting a Funding Application on behalf of a company or team, you represent and warrant you have all rights necessary to submit the Funding Application on behalf of your company or team. Each team member will be required to agree to these Fellowship Terms.

There is no limit on the number of Funding Applications you can submit; however, each Funding Application must be submitted separately and be substantially different than any other Funding Application submitted by you, as determined by Snap in its sole discretion.

In the event the same or similar Project Concept is submitted as part of a Funding Application by more than one applicant, Snap will decide, in its sole discretion, which Funding Application (if any) it will fund and no compensation of any kind is due or owed to the applicant presenting the same or similar Project Concept that was not selected.

Once submitted, Funding Applications will not be returned. All Funding Applications must be your own original work.

Project Concepts must not be inappropriate or obscene, promote any particular political agenda or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, as determined by Snap, in its sole discretion.

2. Your Participation in the Fellowship Program

Snap may provide to you a limited, revocable, non-transferable, non-sublicensable, non-assignable right to use Snap's name, logo and trademarks (collectively, "Snap Marks"), solely as part of the Fellowship Program, or in other ways Snap agrees to in writing in each instance. All goodwill, rights, and benefits in Snap Marks that arise from your use will inure solely to Snap. You agree that Snap may use your name, trademarks, logo(s), other identifying information, and/or your image without any additional permissions or compensation to you, for the limited purposes of advertising, marketing, and promoting the Services.

You agree that: (a) you will not misrepresent your participation in the Fellowship Program, represent yourself as an agent, employee, consultant, affiliate, or any other kind of representative of Snap, or make any statement or use any Snap Marks in a manner that misrepresents your relationship with Snap; (b) you are solely responsible and liable for your products, services, and applications; (c) you are solely responsible and liable for your participation in the Fellowship Program; (d) you will at all times comply with all applicable laws, rules, and regulations, including anti-corruption laws and rules; (e) during and after your participation in the Fellowship Program, you will not use or disclose to any third party for any purpose, any Snap confidential information, including information relating to product discussions and alpha or beta products or programs, without Snap's prior written consent in each instance; and (f) your use of the Snap Marks must comply with the [Snapchat Brand Guidelines](#), including the Clear Space and Minimum Size requirements.

You will provide any documentation that Snap reasonably requests to ensure you are complying with these Fellowship Terms. Snap may suspend, revoke, or terminate your participation in the Fellowship Program at any time for any reason in our sole discretion, in which case you will immediately: (a) discontinue your use of any Snap Marks; (b) remove and delete any use of Snap Marks from your materials, platforms, and systems; and (c) delete any and all Snap confidential information.

Snap may modify, suspend, or terminate the Fellowship Program at any time, in its sole discretion, without notice or liability to you.

3. Ownership

Snap acknowledges that any and all ideas, concepts, strategies, trademarks and materials that you present or provide to Snap as part of a Funding Application (including any Project Concept) are presented or provided for the purpose of allowing Snap to determine whether Snap wishes to engage you to execute a project based on the Project Concept described within the Funding Application. Until the time that Snap notifies you that it would like to fund your Project Concept, you will retain all rights in and to your original Project Concept. You acknowledge and agree that Snap may be working on similar or identical Project Concepts, projects, products, ideas or other materials.

In the event that Snap selects your Project Concept, you will execute the Project Concept outlined in your Funding Application. To the extent your Project Concept involves utilizing Snap's Lens Studio, your submission of any Lens or series of Lenses will be governed by the Lens Studio Terms including the license grant contained therein.

4. Compensation

In the event that your Funding Application is selected, in full consideration of your participation in the Fellowship Program, and all rights granted by you herein, Snap agrees to pay you (and you agree to accept) an award to be determined by Snap ranging from \$50K - \$250K USD, depending on the track (Research, Prototype or Product Launch) of your Project Concept. If you are participating in the Fellowship Program as part of a company or team you must agree upon one company account, or team member to receive payment and the company or team will determine how the payment will be divided between employees or team members. Any company or team disputes must be resolved by the team members and Snap will not get involved. All team members must agree to these Fellowship Terms. You shall be solely responsible for any and all taxes, withholdings, contributions and other obligations arising out of any amounts paid to you as a part of the Fellowship Program, including all federal, provincial, state and local income, withholding and any other taxes. Payment will be made within 30 days of Snap's acceptance of your final project deliverables outlined in your Funding Application, unless different terms are set forth in your agreement with Snap.

5. Communications from Us

Snap may send you electronic notifications about your participation in the Fellowship Program, and you consent to receive from Snap and its affiliates the electronic communications described in these Fellowship Terms.

You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

6. Your Representations and Warranties

In addition to your representations and warranties under the [Snap Terms of Service](#), you represent and warrant that: (a) any and all information you provide to Snap in connection with the Fellowship Program (including any Funding Application and Project Concept) is accurate and correct and you have all necessary rights to provide; (b) the contents of your Funding Application and your Project Concept will not violate, misappropriate, or infringe any patent, copyright (including music copyright rights, such as master, synchronization, or public performance rights), trademark, privacy or publicity rights, or any other right of any person or entity; (c) neither you, nor, if you are a business, any affiliated company, are included on any of the restricted party lists maintained by the U.S. Government, European Union, United Kingdom, or other relevant government authority -- for example, the U.S.

Specially Designated Nationals List, Foreign Sanctions Evaders List administered by the U.S. Department of Treasury's Office of Foreign Asset Control, the Denied Parties List, Unverified List, and Entity List, and the UK and EU consolidated lists of persons and entities subject to financial sanctions targets; (d) if you are a business, you are not owned or controlled by such a restricted party; (e) you are not resident in, located in, or organized under the laws of any country with which trade is prohibited by the sanctions described above; and (f) if you are a business, you are an authorized representative of the business with the authority to bind the business to these Fellowship Terms and agree on behalf of the business to be bound by these Fellowship Terms.

7. Your Indemnification to Us

In addition to your indemnification obligations under the [Snap Terms of Service](#), you agree, to the extent permitted by law, to indemnify, defend, and hold harmless Snap, its affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your actions, products, and applications, including any Funding Application and Project Concept; (b) your participation in the Fellowship Program and use of the Services, and your activities in connection with the Services; (c) your violation or alleged violation of any laws, rules, and regulations in connection with the Fellowship Program (including any Funding Application and Project Concept), your use of the Services or your activities in connection with the Services; (d) your use of products or services provided by a third party in connection with the Fellowship Program (including any Funding Application and Project Concept) or the Services, even if recommended or approved by Snap; (e) any fraud or misrepresentation by you; and (f) any violation or alleged violation of these Fellowship Terms by you, including any actual or alleged breach of your representations, warranties, and obligations.

8. No Agency or Employment Relationship

You acknowledge that nothing in these Fellowship Terms, nor your participation in the Fellowship Program, will be construed to establish or imply a joint venture, principal-agent, consulting or employment relationship between you and Snap or Snap's affiliates.

9. Governing Law and Disputes Between You and Snap

If you live in the United States or if you are using the Services on behalf of a business with its principal place of business located in the United States, the following provision applies:

These Fellowship Terms are governed by the [Choice of Law](#) provision and [Exclusive Venue](#) provision of the [Snap Inc. Terms of Service](#).

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THE [ARBITRATION](#) PROVISION OF THE [SNAP INC. TERMS OF SERVICE](#), YOU AND SNAP AGREE THAT CLAIMS AND DISPUTES, INCLUDING STATUTORY CLAIMS AND DISPUTES, ARISING BETWEEN YOU AND SNAP WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND SNAP WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

If you live outside the United States or are using the Services on behalf of a business with its principal place of business located outside the United States, the following provision applies:

These Fellowship Terms are governed by the [Choice of Law](#) provision of the [Snap Group Limited Terms of Service](#) and by the [Dispute Resolution](#) provision of the [Snap Group Limited Terms of Service](#).

The Arbitration provision of the [Snap Group Limited Terms of Service](#) applies if you are using the Services on behalf of a business.

10. Changes to These Fellowship Terms

From time to time, Snap may revise these Fellowship Terms. You can determine when these Fellowship Terms were last revised by referring to the “Effective Date” at the top. Any changes to these Fellowship Terms will become effective when Snap posts the updated Fellowship Terms on Snap’s website. By participating in the Fellowship Program after these Fellowship Terms have been updated you will be deemed to have agreed to the updated Fellowship Terms. If at any time you don’t agree to any portion of these Fellowship Terms, don’t participate in the Fellowship Program.

11. Final Terms

These Fellowship Terms do not create or confer any third-party beneficiary rights. If Snap does not enforce a provision in these Fellowship Terms, it will not be considered a waiver. Snap reserves all rights not expressly granted to you. If any provision of these Fellowship Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, that provision will be deemed severable from these Fellowship Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Fellowship Terms (which will remain in full force and effect). As used in these Fellowship Terms, “including” means “including without limitation.” Snap may assign its rights and obligations under these Fellowship Terms, in whole or in part, to any party at any time without any notice. These Fellowship Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of Snap. These Fellowship Terms were written in English, and to the extent a translated version of these Fellowship Terms conflicts with the English version, the English version will control.

12. Attorneys’ Fees

In any action arising out of or relating to these Fellowship Terms or the Services, the prevailing party will be entitled to recover its reasonable attorneys’ fees and costs.

13. Contact Us

Snap welcomes comments, questions, concerns, or suggestions. Please send feedback to us by emailing: ghost-fellows@snap.com. You can also reach out to us with any complaints or feedback at the following address: 3000 31st Street, Santa Monica, California 90405, U.S.A.

We always love to hear from our users. But if you volunteer feedback or suggestions, just know that we can use your feedback and ideas without compensating you.