

TERMS & CONDITIONS

H&M Foundation (“Foundation”) is an independent non-profit global foundation headquartered in Stockholm, Sweden. It is privately funded by the Stefan Persson family, founders and main owners of the H&M Group. The Foundation use philanthropic resources to find, fund and facilitate disruptive innovations, initiatives and research that enable a socially inclusive and planet positive textile industry.

Through Knit, the Foundation aims to create a truly inclusive fashion industry, serving and supporting people from diverse backgrounds.

By submitting an entry (“Entry”) to Knit each applicant (“Applicant”) agree to these terms & conditions (“Terms”).

- **GENERAL**

1.1 Applicants may submit Entries to Knit between November 27, 2023, 07:00 CET and December 18, 2023, 23:59 CET.

1.2 From the eligible Entries, the Foundation together with the organizations The DO and Creative Equals will choose participants (“Participants”) to participate in a co-creation week (“Co-Creation Week”) which will be hosted in Stockholm. During the Co-Creation Week, a diverse group of people will be brought together to co-create tools that leaders within the fashion industry can use to increase inclusivity. The solutions will be openly shared, with the purpose of showcasing ways to accelerate a diverse, fair, and inclusive fashion industry.

- **THE ENTRY**

2.1 For a chance to take part in Knit and the Co-Creation Week, the Applicant must complete and submit an Entry. Knit is open to all individuals eighteen years of age or older on the day of the submission of the Entry, who are not under guardianship. Employees of the Foundation may not submit an Entry.

2.2 The Foundation reserves the right to, in its sole discretion, exclude any Applicant and any Entry at any time, if the Entry is not in accordance with these Terms or for any other reason, without notice and without compensation.

2.3 The Entry shall be in accordance with the instructions on the [Knit](#).

2.4 There is no fee for submitting an Entry to the Challenge.

2.5 Entries received after the deadline set out in 1.1 will not be considered.

2.6 Each Applicant may only submit one (1) Entry. Multiple Entries from the same individual, including by using false names or multiple e-mail addresses, will not be considered.

2.7 Each Entry shall be represented by and relate to a physical individual, meaning not a company, organization, or other legal entity.

2.8 The Entry must be entirely in English. Entries in other languages as well as damaged, incomplete, illegible and/or otherwise unintelligible Entries, will not be considered.

2.9 Once an Entry is submitted, it is not possible to revise or add any material in the Entry.

2.10 The Applicant’s submitted Entry will be reviewed by the Foundation together with the organizations The DO and Creative Equals for the purpose of selecting Participants to the Co-Creation Week. As for possible intellectual property rights

connected to the Entry, see below at 7. The Entry will be processed and saved in accordance with the Privacy Notice.

- **EVALUATION**

3.1 Entries submitted in accordance with the Terms will be evaluated by the Foundation, The DO and Creative Equals.

3.2 The evaluation of Entries shall be based on the entry's 1) alignment with Entry instruction, 2) motivation, and 3) demonstrated skills.

3.3 The Foundation may request additional information in relation to a specific Entry for the purpose of assessing the Entries. You agree to cooperate with the Foundation, including by being available to provide such information and be interviewed per email, telephone, Teams, or other method of communication decided by the Foundation.

3.4 The Applicants will be notified by via e-mail whether or not they have been selected as Participant to the Co-Creation Week. Elected Participants will have ten (10) days to respond to the e-mail and confirm their participation in the Co-Creation Week. In the event of no-response within the said ten (10) days, Foundation has the right to appoint a new elected Participant for the Co-Creation Week.

3.5 All decisions, including the election of Participants, made by the Foundation are final.

3.6 The elected Participants will be invited to a Co-Creation Week in Stockholm in 19 – 23 February 2024.

3.7 The Foundation will arrange travel, lodging and boarding for the Co-Creation Week free of charge for each Participant.

3.8 Each elected Participant will have to secure its own permit to visit Sweden during the Co-Creation Week. If an elected Participant have not secured such a permit for the Co-Creation Week, Foundation has the right to appoint a new elected Participant for the Co-Creation Week.

3.9 Each elected Participant must sign a participant agreement and non-disclosure agreement prior to the participation of the Co-Creation Week. Should an elected Participant choose to not sign the participant agreement and non-disclosure agreement, Foundation has the right to appoint a new elected Participant for the Co-Creation Week, as these are essential for the protection of company secret information and other sensitive information that may be shared during the Co-Creation Week.

- **THE GRANT**

5.1 The elected Participants will receive a grant of six thousand (6000) SEK ("Grant"). Half of the amount of the Grant, meaning three thousand (3000) SEK will be issued to each Participant at the latest by 18 February 2024, providing that Participant has to Foundation provided applicable bank account details and otherwise complied with these Terms. The other half of the amount of the Grant, meaning three thousand (3000) SEK, will be issued after completion of the Co-Creation Week, i.e. on 24 February 2024.

5.2 The Grant awarded to a Participant will be transferred by the Foundation to bank accounts specified by the Participants. The bank account specified by a Participant must be a bank account held by a private individual. The Foundation reserves the right to impose obligations on the Participant in order for the Foundation to transfer the Grant in whole or in part to said Participant.

5.3 The Grant shall be used by the Participant solely to cover its expenses for participation in the Co-Creation Week.

5.4 Any tax levied on the Participant as a result of the Participant's receipt of the Grant shall be paid for in full by that Participant. Each Participant shall have the sole responsibility for any taxes, duties, charges or levies to be paid to any third party in connection with any money (including the Grant) paid or received in connection with Knit.

5.5 Each Participant shall indemnify and hold the Foundation harmless against any loss, cost, damage, injury or expense which the Foundation may incur as a result of any breach of such responsibility. The Foundation shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by Participants in relation to such taxes, duties, charges or levies to be paid.

5.6 The Foundation may cancel, withhold, change and/or postpone awarding Grant if objective reasons for such cancellation, withholding, change or postponement arises.

5.7 The Foundation may at its sole discretion refuse to award the Grant to a Participant who fails to comply wholly or in part with these Terms. If it comes to the attention of the Foundation that a Participant has in any significant way failed to comply with these Terms, the Foundation reserves the right, for a period of one year from the date of each bank transfer, to recover from the Participant part or all of the Stipend transferred to that Participant.

- **WARRANTIES**

6.1 Applicant warrants that;

- Applicant has read, understood and will conform with the Terms and the H&M Foundation Code of Ethics, attached here to as Annex 1, for the duration of the Co-Creation Week and for one additional calendar year after receipt of the Grant),
- all information provided in the Entry is, to the best of Applicant's knowledge, true, complete, accurate and in conformity with the Terms and the H&M Foundation Code of Ethics.
- the Entry is Applicant's own original creation and Applicant is the sole author and proprietor of the Entry,
- Applicant, by submitting the Entry, is not and will not be violating any contract or third party rights, including but not limited to patent, copyright, trademark, trade secret, know-how, publicity or privacy rights, and will not violate any law. Additionally, the contents of the Entries may not be racist, discriminatory, pornographic, defamatory, or offensive in any other way,
- Applicant has not sold, assigned or otherwise transferred and/or granted any rights in the Entry to any third party prior to submitting the Entry and/or entering the Co-Creation Week,
- Applicant will not engage in conduct that is detrimental to the name and/or reputation of the Foundation, Knit, the H&M Group, any third party partner to Knit and/or other Applicants or Participants, including but not limited to bringing such name or reputation into disrepute or ridicule.

6.2 Applicant shall indemnify and hold the Foundation harmless against any loss, cost, damage, injury or expense that the Foundation may incur as a result of any breach by the Participant of clause 6.1-2, including the Foundation's legal costs.

6.3 Applicant will not use the name of any H&M Group company or affiliated

company, or such other project partners as announced by the Foundation, or any variation, adaptation, or abbreviation thereof, or of any of their trustees, employees, or agents, or trademark, in advertising or publicity without the written permission of the Foundation.

6.4 Applicant will not use the name of the Foundation or any of its trustees, employees, official collaborators or any trademark owned by the Foundation, in advertising without the written permission of the Foundation.

6.5 Applicant is aware that by submitting its Entry and participating in the Co-Creation Week, information expressed or included may be uncovered to the public and risks being copied by third parties.

- **INTELLECTUAL PROPERTY RIGHTS**

7.1 This agreement does not constitute a transfer of ownership of any intellectual property rights from Applicant and/or Participant to Foundation.

7.2 Applicant grants the Foundation an irrevocable, perpetual and worldwide right to publish and use the Entry, and personal data such as Applicant's name, videos and photographs, in publicity materials and in any media current or future, without limitation or compensation to the Applicant, in connection with the Co-Creation Week and future iterations of the Co-Creation Week, during the time of the Co-Creation Week and in the time thereafter.

7.3 Applicant grants the Foundation a corresponding irrevocable, perpetual, worldwide and compensation-free right to use any and all potential intellectual property rights mentioned in the grant in 7.2, for the purposes and uses mentioned in 7.2.

7.4 Applicant has the sole responsibility for securing any potential intellectual property rights related to Entry, such as by applying for registration of a patent, trademark or design. The Foundation shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by Applicants in relation to any failure to successfully secure any intellectual property rights related to the Entries.

7.5 Applicant has the sole responsibility for enforcing any potential infringements of intellectual property rights related to Entry. The Foundation shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by Applicants in relation to any infringement of any intellectual property rights related to the Entries.

7.6 The Foundation's use of Applicant's personal data is governed by the Privacy Notice.

- **LIABILITY**

8.1 The Foundation, its trustees, directors, officers, employees, Knit partners, shall not be liable for damages of any sort, including incidental and consequential damages such as economic damages, lost profits, injury to property, personal injury or death, caused by advice or information given or decisions made, as a result of or in any way connected to the Applicant's participation in Knit.

8.2 The Foundation shall not be liable for any late, lost, delayed, misdirected, damaged, incomplete or illegible Entries.

8.3 The landing page www.hmfoundation.com/knit/ ("Website"), and the material displayed on the Website, is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, The Foundation, members of the H&M group and connected third parties are not liable for any direct, indirect or consequential loss or damage incurred by Applicant in connection with the operation of the Website or in connection with Applicant's use, inability to use, or

results of the use of the Website, any websites linked to it and any materials posted on it.

- **TERM**

9.1 Knit ends on the date on which the Co-Creation Week is completed or any other date if the Co-Creation Week is cancelled, as then communicated by the Foundation. As described at 6.1-2, these Terms include warranties that remain in effect for a calendar year from the date when Grant is granted.

9.2 The Foundation shall be entitled to cancel and/or abandon the Co-Creation Week at any time, for any reason, without prior notice and without any liability whatsoever. If the Co-Creation Week is cancelled, Foundation has no obligation to host the Co-Creation Week nor to issue the Grant.

- **GOVERNING LAW AND JURISDICTION**

10.1 These Terms shall be governed by the laws of Sweden.

10.2 Any and all disputes that may follow from or are related to these Terms & Conditions shall be finally settled by arbitration in accordance with the Arbitration Institute of the Stockholm Chamber of Commerce's Rules for Expedited Arbitrations. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

- **MISCELLANEOUS**

11.1 The Foundation shall be entitled to modify each of these Terms and/or to impose new rules and regulations in respect of the Co-Creation Week at any time for any reason, without prior notice and without any liability whatsoever. The modified and/or newly imposed Terms will be effective immediately upon being posted on the Website.

11.2 Nothing contained in these Terms shall be construed as creating any employment, agency, partnership, or joint venture relationship between the Foundation on the one hand and any Participant on the other hand.

11.3 The invalidity of any clause of these Terms shall not affect the enforceability and/or validity of any other clause of these Terms.

ANNEX 1

CODE OF ETHICS – H&M FOUNDATION PARTNER COMMITMENT

This Code of Ethics is mandatory for all organizations having a relation by supplying goods and/or services, acting on behalf of or having other kind of collaborations with H&M Foundation such as e.g. suppliers, implementing partners, consultants, support recipients, agents, service providers, organizations, institutions and authorities (hereafter referred to as partner).

H&M Foundation (hereafter referred to as the Foundation) value the fact that all the operations of the organization are characterised by honesty, transparency, integrity and fair play. As a partner, you should read and comprehend the content in this Code of Ethics and comply with it in all operations with the Foundation.

All operations carried out with or on behalf of the Foundation should always be conducted in accordance with this Code of Ethics and applicable laws and regulations in the country of operations.

ZERO TOLERANCE – BRIBERY AND CORRUPTION

We have a zero tolerance policy on bribery and corruption. This applies to all operations and transactions in all the countries in which the Foundation and its partners operate. We do not tolerate bribery in any form and commit to a strong anti-corruption program, including this Code of Ethics. Under this Code of Ethics, a bribe includes financial or other advantages which are given, promised, offered, accepted, requested or received with the intention to influence the ability to make objective and fair decisions. As a partner you must not carry out any actions involving bribes when you act in connection with the Foundation. This includes both domestic and international operations and it should be incorporated in all deals, both with private actors and public officials.

Facilitation payments are not permitted when acting for or on behalf of the Foundation. Whether an action constitutes a bribe is determined by the standards set forth herein. Any local practice or custom will thus be disregarded, unless explicitly permitted or required by local written law.

ADVANTAGE – GIFTS AND HOSPITALITY

The Foundation does not allow its employees or other representatives to request, accept, arrange, offer or give any kind of advantage in connection with the Foundation's operations. In accordance the Foundation has a strict no-gift policy. The Foundation particularly wishes to point out those employees or other representatives of the Foundation are not allowed to take any commission from partners. Should any of the Foundation's employees or representatives openly or implied, ask for a commission or advantage of any kind, you are advised to immediately inform us.

It is a violation of this Code of Ethics if a partner offers any kind of advantage to an employee of the Foundation or its representatives. The term 'advantage' may include – but is not limited to – the following: gift, loan, money (regardless currency), fees, reward, journeys, services, bonuses, lavish meals, vouchers of any kind, product samples for personal use, event tickets, discount on private purchases, sponsoring or any kind of personal favors.

It does not matter whether the person to whom the advantage is offered, promised or given is the same person as the one who is to perform, or has performed, the relevant action. Further it does not matter whether the advantage is given directly or by a third party, the recipient is in breach of this Code regardless of the fact that he or she receives the advantage directly or through a third party or if another person is the genuine beneficent.

Be aware that the Foundation does not allow the offer or receipt of hospitality whenever such arrangements could affect the outcome of transactions i.e. the purpose is to obtain or retain partnership

CONFIDENTIAL INFORMATION

Confidential information represents operational secrets and other organizational and operative information not generally known outside the Foundation. As a partner you must never disclose confidential information to any person outside or within your organization except to persons to whom disclosure is necessary for the purpose of the contract with the

Foundation or required by law or local regulation. You must keep confidential information about the Foundation safeguarded in your organisation.

Confidential information includes but is not limited to; the Foundation's financial or commercial relationships, operational secrets, strategies, all partner related information, IT solutions, analyses and sensitive personnel data, information concerning the Foundation and/or the operations carried on within the Foundation and which is not in the public domain.

COMPLIANCE

You should read and comprehend the content in this Code of Ethics and commit to comply with the policies and procedures mentioned in the Code.

You have the responsibility to inform all your employees, involved in your operations with the Foundation, about the content in this Code of Ethics to secure their compliance. In addition you also have the responsibility to inform all related subsidiary and subcontractors about this Code of Ethics to secure their awareness and possibility to comply. A deliberate violation of the Code of Ethics may lead to termination of all agreed connections with the Foundation.

Since most sections of Code of Ethics follow the law in each country where the Foundation operates, any deliberate violation of the Code of Ethics may be a criminal act. If you, your employees, subsidiary, subcontractors or any other representatives of your organization have questions concerning the meaning or application of this Code of Ethics or have anything related to report, please contact: info@hmfoundation.com

For your information, all concerned Foundation employees sign an employee version of Code of Ethics and thereby undertake to comply with it.