

GIVEWELL CHANGE OUR MIND CONTEST

CONTEST TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THE CONTEST

Introduction

The GiveWell Change Our Mind Contest (“**Contest**”) is a contest sponsored and administered by The Clear Fund dba GiveWell (“**GiveWell**”).

GiveWell is a nonprofit dedicated to finding outstanding giving opportunities and publishing the full details of our analysis to help donors decide where to give.

As one part of the process in determining the charitable organizations GiveWell recommends, we engage in cost-effectiveness analyses. Despite the significant time and resources that GiveWell dedicates to conducting cost-effectiveness analyses, we recognize that the analyses are not perfect, and could likely be improved. We’re conducting this Contest to encourage the submission of critiques of our analyses. Our goal is to improve our cost-effectiveness estimates and, ultimately, improve our funding allocation decisions.

Contest Overview

1. Who is eligible to enter the Contest?

A. The Contest is only open to natural persons who meet all of the following eligibility criteria as of the date a Contest entry is submitted (an “**Entrant**”):

- i. The Entrant is a legal resident of the fifty (50) United States or the District of Columbia (but not Puerto Rico), Canada (excluding the province of Quebec), or the United Kingdom, or any other jurisdiction where participation is permitted by law (see Section 1(B) below for details).
- ii. The Entrant is at least eighteen (18) years of age or the legal age of majority in the jurisdiction in which the person resides and has the capacity to enter into a binding legal agreement.
- iii. The Entrant has legal access to the internet.
- iv. The Entrant is not an officer, director, employee, agent, or representative of GiveWell, or of any promotional partners, advertising/marketing agencies, and any other company or organization involved in the design, promotion, sponsorship, or execution of the Contest, and is not an immediate family member and does not reside in the same household of any such persons.
- v. The Entrant accepts and agrees to all of these Contest Terms and Conditions.

Contest Entries may be authored by an individual person or a group of between 2 and 10 persons. If authored by a group of 2-10 persons, each person in the group must meet all eligibility criteria in this section.

B. Individuals residing in, or nationals of, countries or jurisdictions not explicitly mentioned in 1(A)(i), above, may enter the Contest so long as the Contest is not prohibited by law in such country or jurisdiction, however, their eligibility to win cannot be guaranteed under local laws. If an Entrant is not eligible for a prize pursuant to local laws, no prize will be awarded to that Entrant.

C. The following individuals are NOT eligible to enter the Contest: an individual (a) named on the List of Specially Designated Nationals (www.treasury.gov/sdn) or named on any other U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions List, or directly or indirectly owned or controlled by any such person; and (b) a resident of or located in, or a national of, any country or territory against which the United States of America maintains comprehensive sanctions (such as, Russia, Cuba, Iran, Syria, North Korea and the Crimea Region of the Ukraine) or any other country or territory that is otherwise prohibited by Law, treaty or administrative act from entering into trade relations with the United States of America or its citizens, or directly or indirectly owned or controlled by any governmental entity of any of the foregoing countries or territories.

D. The Contest is void in any jurisdiction where the Contest is prohibited or restricted by law, and is subject to applicable federal, state, and local laws, rules, and regulations.

2. When does the Contest entry period begin and end?

The Contest entry period begins at 12:00 a.m. PDT on September 6, 2022 and ends at 11:59 p.m. PDT on October 31, 2022 (the “**Entry Period**”). Contest entries submitted outside of the Entry Period will not be accepted.

3. How does a person enter the Contest?

To enter the Contest, an entrant must fully complete and submit the Contest entry form (the “**Entry Form**”) accessible on the Contest page of GiveWell’s website located at <https://www.givewell.org/research/change-our-mind-contest> (the “**Contest Page**”) and must also submit all additional materials described on the Contest Page to the email address indicated on the Contest Page. Together, the Entry Form and the additional required materials constitute an “**Entry**.”

Each Entry will require, among other things, submission of a written critique of a GiveWell cost-effectiveness analysis (the “**Critique**”) as described on the Contest Page.

By submitting an Entry, Entrant agrees to these Contest Terms and Conditions.

4. Are there other requirements for a valid Entry?

Yes. Each Entry must meet the following requirements set forth below (as determined by GiveWell in its sole discretion). By submitting an Entry, Entrant represents and warrants that the Entry complies with these requirements and restrictions.

- (a) All information provided in the Entry must be in English and be true, accurate, and correct in all respects.
- (b) The Entry must not be created or submitted through any script, macro, or other automatic method.

- (c) The Entry must comply with these Contest Terms and Conditions and all applicable Laws.
- (d) The Entry must contain the information requested as set forth on the Contest Page.
- (e) If the Entry is authored by 2-10 Entrants, the Entrant submitting the Entry Form must have obtained authorization to submit the Entry from each of the other Entrants.
- (f) The Critique must be the original work of the Entrant(s) and not copied from any work of a third party. The Critique, in whole or in part, may have been authored by Entrant prior to the Entry Period and previously published, provided that it was not shared with GiveWell or published prior to March 1, 2022, and the Entrant has not granted any third party any exclusive rights of ownership or use in the Critique or the applicable part of the Critique.
- (g) The Critique must not infringe, misappropriate, or violate any intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party.
- (h) The Critique must be suitable for publication to a general audience and must not contain anything that:
 - i. is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
 - ii. promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age;
 - iii. promotes violence or unsafe or illegal activity;
 - iv. is threatening, harassing, or degrading;
 - v. serves to impersonate any person or entity or misrepresent affiliation with any person or entity; or
 - vi. disparages or injures the reputation or goodwill of GiveWell or its officers, directors, employees, products, or services.

Additionally, the following terms and restrictions apply to Entries:

- (a) No Entrant may submit more than 3 Entries (including Entries submitted alone or jointly with others).
- (b) If an Entrant submits more than one Entry, no Entry submitted by the Entrant may be substantially similar to any other Entry submitted by the Entrant. Each Entry must identify different issues or propose different solutions from each other Entry.
- (c) Entries that are incomplete, illegible, damaged, lost, or misdirected will not be accepted and are void.
- (d) Entries will not be acknowledged or returned.

(e) GiveWell may publish or otherwise make Entries publicly viewable.

5. What is the judging process and how will winners be determined?

Judging will take place between the end of the Entry Period and December 15, 2022 (the “**Judging Period**”).

Eligibility Review

Each Entry will first be reviewed by a GiveWell staff member to ensure that the Entry meets all of the requirements for eligibility under these Contest Terms and Conditions.

All eligible Entries will then pass on to further review by the judging panel. The judging panel will consist of one Senior Research Associate who has overseen GiveWell's cost-effectiveness analyses for its top charities and one Senior Researcher who (among other things) creates and reviews cost-effectiveness analyses across top charities and other programs (the “**Judges**”). GiveWell reserves the right to add additional judges to the judging panel.

First Stage Review

If more than 25 eligible Entries are received, the Judges will conduct a “**First Stage Review**” of the eligible Entries to determine the top 25 Entries. The judges will make their decisions in the First Stage Review using the following “**Criteria**”:

- (a) Clarity of presentation;
- (b) Accuracy of reasoning;
- (c) Importance of issue(s) raised; and
- (d) Likelihood that the issue(s) raised will ultimately affect GiveWell’s funding allocation decisions.
- (e) Overall impression: The extent to which an entry stands out as making a valuable contribution, including but not limited to its performance on the other criteria.

The judges will assign an overall score of between 1 and 5 for each eligible Entry, based on how well the Entry meets the Criteria. The top 25 eligible Entries, as determined by the Judges in the First Stage Review, will then proceed to the Final Stage Review described below.

Final Stage Review

The top 25 eligible Entries, as determined by the Judges in the First Stage Review, or all eligible Entries if 25 or less eligible Entries were received, will undergo a Final Stage Review by the judges. The Judges will make their decisions in the Final Stage Review using the Criteria, with each Criterion weighted as follows:

- (a) Clarity of presentation **(15%)**;
- (b) Accuracy of reasoning **(15%)**;
- (c) Importance of issue(s) raised **(20%)**; and

- (d) Likelihood that the issue(s) raised will ultimately affect GiveWell’s funding allocation decisions **(30%)**.
- (e) Overall impression: The extent to which an entry stands out as making a valuable contribution, including but not limited to its performance on the other criteria. **(20%)**

In the Final Stage Review, the Judges will award point values from 0-10 (with 10 being the highest score) for each of the above Criteria to determine the final score.

The eligible Entry with the highest total score will be selected for the first prize; the eligible Entry with the second highest total score will be selected for the second prize; the eligible Entry with the third highest total score will be selected for the third prize; and, from the remaining eligible Entries, the first 50 of such Entries received by GiveWell will be selected for a participation prize (each a potential “Winner”). Each potential Winner must meet all requirements in these Contest Terms and Conditions to qualify as the Winners. In the event of a tie between eligible Entries, GiveWell has the sole discretion to determine which eligible Entry will be a potential Winner. Decisions of the judges are final and binding.

6. How will winners be notified?

Within five (5) business days following the Judging Period, each potential Winner will receive a notification email from GiveWell (a “**Prize Notification**”) sent to the email address indicated by each potential Winner in their applicable winning Entry. Each potential Winner will have ten (10) working days to respond in writing (including by email) to the Prize Notification once it has been sent to the potential Winner, including providing any requested information to accept their prizes. GiveWell shall have no liability for any Prize Notification that is lost, intercepted, or not received by a potential Winner for any reason. In order to claim a prize, each potential Winner may be required to verify the Entrant’s permanent address and social security or taxpayer identification number, and complete any requested tax reporting forms, for purposes of compliance with tax regulations, including by completing an IRS Form W9 or W8-BEN for U.S. residents. Upon GiveWell’s request, each potential Winner must also execute and return, where legally permissible, a declaration of eligibility, a declaration of compliance with these Contest Terms and Conditions, a liability release, and/or a publicity release. If a potential Winner is found to be ineligible, has not complied with these Contest Terms and Conditions, or declines the prize(s) for any reason prior to being awarded, such potential Winner will be disqualified and will forfeit receipt of a prize, and GiveWell may allocate the prize to an alternate potential Winner from the pool of remaining entrants based on the Judging Criteria described in these Contest Terms and Conditions. GiveWell may successively attempt to contact up to five (5) potential Winners in accordance with such procedure, and if there is still no confirmed Winner of a prize after such attempts have been made, GiveWell may announce an alternate means for awarding that prize. The distribution of the prize(s) will be at the sole determination of GiveWell to the individuals deemed by GiveWell to have won the Contest in accordance with these Contest Terms and Conditions.

7. What prizes will be awarded and what are the chances of winning a prize?

One (1) first place Winning Entry will be selected and will receive a cash prize of twenty thousand U.S. dollars (\$20,000); one (1) second place Winning Entry will be selected and will receive a cash prize of ten thousand U.S. dollars (\$10,000); one (1) third place Winning Entry will be selected and will receive a cash prize of five thousand U.S. dollars (\$5,000); and fifty (50) participation Winning Entries will be selected (as described in Section 5, above) and will each receive a cash prize of five hundred U.S. dollars (\$500). The total value of all prizes to be awarded in the Contest is \$60,000. GiveWell may choose to increase the

number of prizes available in its sole discretion. Any such change will be announced on the Contest Page. If a first place, second place, or third place Winning Entry is submitted by a group of two or more Entrants, the prize will be divided equally among, and paid to, all Entrants that made the submission. For participation prize Winning Entries submitted by a group of two or more Entrants, the prize will be paid to the person who is identified in the Entry Form as the primary submitter and that person will be responsible for paying the co-Entrants their portion of the prize proceeds. GiveWell reserves the right to substitute for any prize one or more items of equal or greater value in its sole discretion.

GiveWell will process payment in the amount of the applicable cash prize to the Winner based on the information provided by the Winner through one of the following methods: check, ACH, or wire transfer. If any particular Entrant of a Winning Entry prefers, GiveWell will donate that Entrant's prize money to the GiveWell Maximum Impact Fund. Note that because this would be a recommendation to a third-party, it would not count as a deductible donation for your own tax purposes.

The chances of winning a prize depend on the number of eligible Entries received during the Contest Period and the quality of each Entry as evaluated on the basis of the judging Criteria and process described in these Contest Terms and Conditions. GiveWell cannot predict or guarantee any specific number of eligible Entries for the Contest.

The awarding of a prize is not intended to, and shall not be deemed to, create any employment or similar contract or relationship between GiveWell and any Winner. No prize is exchangeable, assignable, or otherwise transferable, except at GiveWell's sole and absolute discretion. The value of each prize may be taxable to each Winner as income. An IRS Form 1099 will be issued by GiveWell in the name of each Winner for the value of the prize(s) received. Each Winner shall be solely responsible for all federal, state, and local taxes (including income and withholding taxes), and the reporting consequences thereof, for any other fees or costs associated with the applicable prize(s), and for any other liabilities incurred in connection with any prize.

Additional Legal Provisions & Terms and Conditions

1. Personal Information

All personal information collected by or on behalf of GiveWell (including without limitation, an Entrant's name, biographical data, and city and state/province of residence) may be used for the administration of the Contest and, except as stated in these Contest Terms and Conditions, in accordance with GiveWell's Privacy Policy located at <https://www.givewell.org/about/official-records/privacy-policy>. Please refer to the Privacy Policy for important information regarding the collection, use, and disclosure of personal information by GiveWell. In addition, except to the extent prohibited by applicable law, each Winner grants to GiveWell the right to publicize the Winner's name and address (city and state/province of residence) and prize information in connection with the Contest, without additional compensation or consideration, notification, or permission.

2. License to use Entry

By submitting an Entry, each Entrant irrevocably grants GiveWell and its designees the unconditional, irrevocable, and perpetual right and permission, royalty-free, to use the Entry, in any media now known or hereafter devised, throughout the world for purposes of advertising and promoting the Contest and related activities, as well as for furthering the mission of GiveWell, including without limitation use as

the basis for research, writing, programming, or other projects. GiveWell is not obligated to use any Entry materials, but if GiveWell does so, GiveWell may edit them in its sole discretion, and all such uses will be without further obligation or compensation.

Each Entrant waives all intellectual property rights, privacy/publicity rights and other legal or moral rights that might preclude GiveWell's use of the Entry or exercise of any rights granted to GiveWell as stated in this paragraph, and each Entrant agrees not to sue or assert any claim against GiveWell with respect to any such use.

3. Limitations of Liability

By entering the Contest, each Entrant (a) agrees that neither GiveWell, nor any advertising or social media platform, such as Facebook or Twitter, on which the Contest is advertised or through which it is accessed, shall be responsible for, and (b) to the maximum extent permitted by Law, releases and holds harmless GiveWell and each such advertising or social media platform from and against, any and all claims, injuries, damages, liabilities, costs, expenses, or losses of any kind (including, but not limited to, personal injury, death, or damage to or loss of property) that may occur, directly or indirectly, in whole or in part, from:

- (a) participation in the Contest;
- (b) any breach or other violation by Entrant of these Contest Terms and Conditions, the Privacy Policy, or applicable Law;
- (c) the acceptance, receipt, possession, and/or use or misuse of any prize (or any portion of any prize);
- (d) any incorrect, incomplete, garbled, or inaccurate information, or any failure to capture any information, whether caused by an Entrant, printing errors, human error, or by any of the equipment or programming associated with or utilized in the Contest;
- (e) any damage to an Entrant's equipment (such as a computer system or mobile device) which is occasioned by accessing the Contest Page or participating in the Contest;
- (f) miscommunications, or any failed, jumbled, delayed, or misdirected computer, telephone, cable, or other transmissions (including, without limitation, transmissions by email, social media, and instant message);
- (g) any technical malfunctions, failures, delays, difficulties, or other errors of any kind or nature;
- (h) any Entry, email, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged;
- (i) any use of an Entrant's personal information and Entries as permitted under these Contest Terms and Conditions; and
- (j) any other events beyond GiveWell's reasonable control.

The foregoing release does not include claims, injuries, damages, liabilities, costs, expenses, or losses related to personal injury, death, or damage to or loss of property of an Entrant to the extent that such claims or losses occur, directly or indirectly, in whole or in part, from the negligence of GiveWell.

GIVEWELL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, ANY PRIZE, OR THESE CONTEST TERMS AND CONDITIONS, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER GIVEWELL OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. GIVEWELL DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY (OR SATISFACTORY QUALITY), FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE CONTEST OR ANY PRIZE.

4. Disqualification

GiveWell reserves the right, in its sole discretion, to disqualify any Entrant who GiveWell determines to be tampering with the participation process or the operation of the Contest or the Contest Page, to be acting in violation of these Contest Terms and Conditions, to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and GiveWell reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by Law.

5. Termination or Modification of Content

GiveWell may modify, suspend, or terminate the Contest, at its sole discretion, at any time for any reason and without prior individual notice, including without limitation as a result of natural disaster, equipment failure, civil disturbance, fraud, financial, or administrative difficulties, technical problems (such as a computer virus/bug), unauthorized intervention that corrupts the administration, security, fairness, integrity or proper functioning of the Contest, or other causes not within the control of the GiveWell. In addition, if, in the exclusive judgment of GiveWell, the Contest (or any portion thereof) becomes compromised in any way, or the Contest does not run as contemplated by GiveWell, GiveWell reserves the right, at its sole discretion, to cancel any method of entry, to void any Entries submitted fraudulently, to modify or cancel the Contest, and/or to select Winners from among all non-suspect eligible Entries received prior to the act that compromised the contest. Should the Contest ever be terminated prior to the Winner selection, GiveWell will post a notice on the Contest Page and will make alternate arrangements to award the prizes. GiveWell reserves the right to make changes to these Contest Terms and Conditions in its sole discretion. Any such changes will become effective upon notice via online posting at the Contest Page or by any other method of dissemination.

6. Severability

The invalidity or unenforceability of any provision of these Contest Terms and Conditions shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not

contained herein. GiveWell's failure to enforce any term of these Contest Terms and Conditions shall not constitute a waiver of that provision.

7. Dispute Resolution; Class Action Waiver; Governing Law

Except where prohibited, by participating in the Contest, Entrants agree that:

- i. except as otherwise specifically set forth in these Contest Terms and Conditions, any action arising out of or relating to the Contest, these Contest Terms and Conditions or the rights and obligations of any Entrant and/or GiveWell shall be filed exclusively in the U.S. District Court for the Northern District of California (or if the District Court shall not have jurisdiction over the subject matter thereof, then to the any state court located in Alameda County, California) and GiveWell and each Entrant hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action, and any right to a trial by jury is hereby waived;
- ii. **any and all disputes, claims, and causes of action arising out of or connected with the Contest, these Contest Terms and Conditions, and/or the rights and obligations of any Entrant and/or GiveWell shall be resolved individually, without resort to any form of class action;** and
- iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event will a party be entitled to receive attorneys' fees or other legal costs.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Contest Terms and Conditions, or the rights and obligations of any Entrant and/or GiveWell, shall be governed by and construed in accordance with the laws of the State of California, without giving effect or regard to any principles or doctrines of conflicts of law of the State of California or any other jurisdiction. If any provision or provisions of these Contest Terms and Conditions shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. Sponsor

The Sponsor of the Contest is The Clear Fund dba GiveWell and the Contest is administered by GiveWell. For questions about the Contest, please contact GiveWell via email at change-our-mind@givewell.org.

9. Winners List; Contest Terms and Conditions

To obtain written notice of the Winners for the Contest, send a self-addressed stamped envelope (Vermont residents may omit the return postage) to:

GiveWell
Attn: GiveWell Cost-Effectiveness Analyses Critique Contest
1714 Franklin Street, #100335
Oakland, CA 94612

or send us an email to change-our-mind@givewell.org.

All such requests must refer to the Contest and be received no later than six (6) months after the end of the Contest Period. These Contest Terms and Conditions will be available through the Contest Page during the Contest Period and for two (2) weeks after that.