



**AWARD FOR  
ASPIRATIONS  
IN COMPUTING**  
an NCWIT Award

## **2022-23 NCWIT Award for Aspirations in Computing Offline Application**

The **NCWIT Award for Aspirations in Computing (AiC)** honors 9th-12th grade women, genderqueer, or non-binary students for their computing-related achievements and interests, and encourages them to pursue their passions. Award recipients are selected based on their aptitude and aspirations in technology and computing, as demonstrated by their computing experience, computing-related activities, leadership experience, tenacity in the face of barriers to access, and plans for post-secondary education. Since 2007, more than 20,000 students have received an Award for AiC.

The multi-tiered award structure includes Winner, Honorable Mention, and Rising Star designations at National and Regional Affiliate levels, serving all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, all U.S. overseas military bases, and Canada. Regional Affiliate Award programs are hosted in 79 locations by NCWIT Alliance member organizations—a powerful, national network of universities, companies, non-profits, and government organizations working to increase the influence and meaningful participation of girls and women from every community.

*The NCWIT Award for AiC is sponsored by Apple, Bank of America, Microsoft, and Motorola Solutions Foundation.*

## Award Information

### Eligibility

Women, genderqueer, or non-binary students in grades 9 through 12 are welcome to apply. Applicants who meet the eligibility requirements outlined below will be considered for both the National and Regional Affiliate Awards:

- They are 13 years of age or older *at the time of account creation*.
- They attend a school in the U.S., Puerto Rico, Guam, the U.S. Virgin Islands, or on a U.S. overseas military base.
- They are *not* an NCWIT employee and have no immediate family relationship with employees, extended staff, contractors, or board members of NCWIT (including spouses, siblings, children, grandchildren, and persons residing in the same household).

In addition to the aforementioned eligibility requirements, to be considered for a National Award (National Winner or National Honorable Mention designations), the applicant must meet the additional criteria:

- They are a U.S. citizen, permanent resident, or individual who meets the [requirements of the substantial presence test](#).
- They have a U.S. Tax Identification or Social Security Number.

### Restrictions

- Applicants may reapply each year; however, National Award Winners are not eligible to win again.
- Regional Affiliate Award programs allow repeat recipients, at their own discretion.

### Prizes

Prizes	National Award Winner	National Honorable Mention	Regional Affiliate Award Winner	Regional Affiliate Honorable Mention	Regional Affiliate Rising Star
cash and a trip to the National Award for AiC Celebration in March 2023, hosted by Bank of America	X				
recognition at a Regional Affiliate Award event (at the discretion of the Regional Affiliate Award program)	X	X	X	X	X
a personalized engraved trophy for the recipient	X	X			
an award medal for the recipient			X	X	X
a personalized award certificate			X	X	X
scholarship and internship opportunities	X	X	X	X	X
automatic induction into the AiC Community—a national network of peers, supported by professionals and volunteers	X	X	X	X	X

various prizes, such as computing resources, gadgets, swag, and more	X	X	X	X	X
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### Definition of Award Designations

Every applicant is eligible to receive awards at both the National and Regional Affiliate tiers. The Award levels for 2022-23 include:

#### National Awards

- **Winner:** Highest-achieving students selected to represent the rich diversity of applicants. Prior National Award Winners may not win this award more than once.
- **Honorable Mention:** High-achieving students selected to represent the rich diversity of applicants.

#### Regional Affiliate Awards

- **Winner:** Students who have significantly demonstrated interest and aptitude for computing.
- **Honorable Mention:** Students who have demonstrated interest and aptitude for computing.
- **Rising Star:** Students who may be starting out in their pursuit and study of computing. Rising Stars embody the idea of aspirations and are encouraged to continue their exploration of the field.

#### Additional Rules

Winners of the National Award are required to submit additional paperwork, including a notarized travel waiver and tax ID information. Failure by National Award Winners and/or her parent(s) or guardian(s) to return required paperwork or book travel within the allotted time may result in forfeiture of all awards hereunder. To the extent required by law, Bank of America will report the value of the gift/reward/travel expenses to the IRS on Form 1099.

NCWIT may require additional hard-copy, notarized paperwork, at its discretion.

Applications are reviewed anonymously by technology academics and industry professionals. Selection of the National Award Winners is made by NCWIT and Bank of America representatives at their sole discretion; selection of the Regional Affiliate Award recipients is made by each Affiliate at their sole discretion.

## **Award for Aspirations in Computing Applications are due October 20, 2022 by 11:59PM ET\***

*\*Applications submitted via mail must be postmarked no later than October 20, 2022.*

In this document, you will find all content for the 2022-23 NCWIT Award for Aspirations in Computing Application.

If you or your student do not have internet access or have difficulty completing the application online and need to apply offline, please follow the steps below. If you have any questions, reach out to [AiChelp@ncwit.org](mailto:AiChelp@ncwit.org).

### **To apply, create an account at aspirations.org:**

1. Visit aspirations.org
2. Click on “Register” at the top right of the screen
3. Register a new account as a high school applicant

If you are unable to access internet to create an aspirations.org account or fill out the award application, please complete the following word doc application and all required consent forms to give NCWIT permission to create an aspirations.org user account and add your application information on your behalf.

### **To submit your application:**

1. If possible, we ask that **you email [aichelp@ncwit.org](mailto:aichelp@ncwit.org) your completed application in this word doc and attach all signed consent forms to that email** (find the offline application checklist on the following page). Please note all consent forms and requests for your signature in this document require your and/or your parent/guardian’s physical signature.
2. If you are unable to email your application, please **mail a hard copy** with all signed forms to the address below. Note that all applications sent by physical mail must be **postmarked no later than October 20, 2022.**
  - a. *Mailing address:*  
National Center for Women & IT  
ATTN: Award for AiC  
1909 26th St  
Boulder, CO 80302

## Offline Application Checklist

- Complete all required questions and sections of the Award for AiC Application** in sections 1-8, as identified in the [Table of Contents](#).
- Sign the Award Terms and Conditions (section 9)**. Please note electronic signatures *will not be accepted*. You must sign all forms by hand.
- Sign the AiC Participant and Parent Release form (section 10)**. You (and your parent if you are under 18 years of age) must sign the AiC Participant and Parent Release form (section 10). Please note electronic signatures *will not be accepted*. You must sign all forms by hand.
- Sign the Online Portal Consent & Release (section 11)**. If you are under 18 years of age, your parent must also sign this form. Please note electronic signatures *will not be accepted*. You must sign all forms by hand.
  - Your signature acknowledges that you agree to NCWIT's Privacy Policy and website Terms of Use on pages 25-32 of this document.
- Send all of the application materials** mentioned above to [aichelp@aspirations.org](mailto:aichelp@aspirations.org) by 11:59PM ET on October 20, 2022 or mail a hard copy to the following address, postmarked no later than October 20, 2022.
  - National Center for Women & IT
  - ATTN: Award for AiC
  - 1909 26th St
  - Boulder, CO 80302

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**Parent/Guardian Information:**

If you are under 18 years of age, please include your parent contact information for them to complete the consent form.

**Parent/Guardian First Name – required****Parent/ Guardian Last Name – required****Parent/Guardian Email – required**

**Educator Endorser:**

Please share the contact information for a teacher, mentor, coach, counselor, etc. who you would like to endorse your application. We recommend you notify your educator that they will need to endorse you after you submit your application. Educators must submit endorsements by November 3, 2022. We will contact your educator to complete the endorsement after you submit your application.

**Educator First and Last Name – required****Relationship (Teacher, Coach, Instructor, Other) – required****School or Organization****Educator e-mail address – required**



## 1 | Personal Information

Please complete the following fields.

**Your First and Last Name – required**

**Your Email Address – required**

**Your Complete Mailing Address – required**

*Please use this format to enter your address:*

101 NCWIT Ave.  
Apt. 101  
Boulder, CO 10101

**Your School Name – required**

**Your Phone Number – required**

*Please use this format:*

111-222-3333

**May we contact you by text message at the number you provided above regarding this application?** (Phone service provider charges may apply.) Please circle or highlight one of the options below. – **required**



## 2022-23 Award for AiC Application

- Yes, you may contact me by text message at the number above.
- No, you may not contact me by text message at the number above.

## 2 | Experience with Technology

Please complete the following fields.

*Note that all responses in this section are scored unless otherwise noted.*

Please read all of the prompts before beginning. You may want to use a word editor for your responses before submitting. Save your progress frequently. Recommended response length is 100 to 250 words.

Describe your journey of working with technology, including how you became interested and the experiences you have had since then. Be sure to provide specific details on your technology skills and activities. – **required**  
Response must be between 25-250 words.

**(OPTIONAL) If you have examples demonstrating your efforts and experience that you would like to share with us - such as a personal website, portfolio of Tech work, or video demonstration, provide link(s) to the content. (URLs only; no uploads permitted)**

### 3 | Future Plans

Please complete the following fields.

*Note that all responses in this section are scored unless otherwise noted.*

Please read all of the prompts before beginning. You may want to create your answers in a word editor before pasting in here. Save your progress frequently. Recommended response length is 100 to 250 words.

Describe how technology may play a central role as you imagine your future (including education, hobbies, career). – **required**  
Response must be between 25-250 words.

Explain how you could use technology to solve a real-world problem you are passionate about (this could be a social problem, a technical problem, a local problem, a world problem, etc.). – **required**  
Response must be between 25-250 words.



## 4 | Activities

*Note that all responses in this section are scored unless otherwise noted.*

Please circle or highlight the rating that best reflects your level of involvement in these Curricular, Co-curricular and Extracurricular activities:

### **Computing classes at your school – required**

- None
- Some participation
- A lot of participation

### **Computing/Technology-Related Club, Team, or Extracurricular Program (at school or outside of school) – required**

- None
- Some participation
- A lot of participation

### **Independent Study of Computing/Technology to Advance Your Knowledge – required**

- None
- Some participation
- A lot of participation

### **Computing/Technology-Related Job – required**

- None
- Some participation
- A lot of participation

**Please list any additional activities you are involved in (i.e. certification programs, programming languages, game design, etc.). *\*Required, but not scored.***

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**Are you now or have you been a member of a national extra-curricular youth program or club, such as – required, but not scored**

- 4H
- AI4All / SAILORS
- American Computer Science League (ACSL)
- BETA
- Big Brothers Big Sisters
- Black Girls Code
- Boys & Girls Club
- BPA (Business Professionals of America)
- BUILTBYGIRLS
- Chick Tech
- Congressional App Challenge
- CyberPatriot
- DECA
- FBLA (Future Business Leaders of America)
- FIRST Robotics
- Girl Scouts
- Girls Go CyberStart
- Girls Who Code
- Google Maker Camp
- Google Science Fair
- HOSA
- IGNITE (Inspiring Girls Now in Technology Evolution)
- ISEF/ISTS (Intel Intl Science & Engineering Fair/Intel Science Talent Search)
- Key Club
- Kode With Klossy
- MESA
- Microsoft Digigirlz
- ModelUN\_Model UN
- Mu Alpha Theta / National Math Honor Society
- National Spanish Honor Society
- National Technical Honor Society
- National Girls Collaborative Project (NGCP)
- National Honor Society
- NCWIT AspireIT
- ProjectCSGirls
- Science National Honor Society
- Science Olympiad
- Skills USA
- SWE / SWENext
- TECHNOLOchicas
- Technology Student Association (TSA)
- Technovation Challenge
- VEX Robotics
- None
- Other

**Other youth program:**

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## 5 | Access to Computing / Technology

*Note that all responses in this section are scored unless otherwise noted.*

Do you have barriers to accessing technology at home or school? Please circle or highlight the response that best reflects your access.

### **No internet at home - required**

- Applies to me
- Does not apply to me
- I don't know

### **No access to working computer at home - required**

- Applies to me
- Does not apply to me
- I don't know

### **No computing or technology classes offered at my school - required**

- Applies to me
- Does not apply to me
- I don't know

### **No access to computer (including tablets, chromebooks, etc.) at school - required**

- Applies to me
- Does not apply to me
- I don't know



**Other barriers (describe)**

## 6 | Additional Information

*Note that responses in this section are required, but not scored.*

Please complete the following fields.

### **Is English your first language? - required**

Please highlight or circle one of the options below.

- Yes
- No
- I don't know

If English is not your first language, what is your first language?

### **What is the highest level of school that either parent (or primary guardian) has completed? - required**

Please highlight or circle one of the options below.

- Primary School
- Some high school but no diploma
- High School diploma (or GED)
- Some college but no diploma
- Two-year college degree
- Four-year college degree
- Graduate-level degree
- None of the above

## 7 | Award Terms & Conditions

### **AFFIRMATION - required**

I do hereby affirm under penalty of complete forfeiture of any and all winnings the following:

1. I have read and understand the rules for participation as set forth in the [Award Information](#).
2. All of the facts stated by me herein are true, correct, and complete to the best of my knowledge and understanding.
3. I meet all of the criteria as specified in the Award Information.

**My signature below serves as my confirmation of the above affirmation. - required**

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**Signature - required**

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**Printed First & Last Name - required**

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**Date - required**

## **NCWIT ASPIRATIONS IN COMPUTING CONSENT & RELEASE**

The National Center for Women & Information Technology, a Colorado nonprofit corporation with offices located at 1111 Engineering Drive, UCB 417, Boulder, CO 80309 ("NCWIT"), desires to use the name, likeness, personal characteristics, and private information and publicize the name, likeness and personal characteristics of the individual named below ("**Participant**") for advertising, promotion, research and other purposes commensurate with NCWIT's nonprofit status. Additionally, NCWIT desires to use and publicize the works developed and created by Participant within the scope of Participant's application to and participation in any and all of the Aspirations in Computing Program, the Award for Aspirations in Computing, the Aspirations in Computing Community, and/or the NCWIT Collegiate Award (collectively and individually, the "**Program**") for advertising, promotion, research, and other purposes commensurate with the mission of the Program, including without limitation, fundraising and promotion of participation in the Program. NCWIT takes Participant's privacy very seriously. All Authorized Uses, as defined herein, will comply with NCWIT's Privacy Policy found at [www.ncwit.org/privacy](http://www.ncwit.org/privacy).

In exchange for the intangible value Participant will gain by participating in the Program and other good and valuable consideration, Participant hereby gives NCWIT permission for the uses ("**Authorized Uses**") set forth in this Consent and Release ("**Agreement**").

### **CONSENT TO AUTHORIZED USES**

**Right of Publicity: This section allows NCWIT to use Participant's name, photograph, video, etc. in future promotional materials for the Program.**

Participant hereby irrevocably permits, authorizes, and licenses NCWIT and its affiliates to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, or otherwise use and permit others to use Participant's name\*, image, likeness, appearance, voice, and other personal characteristics and all materials created by or on behalf of NCWIT that incorporate any of the foregoing ("**Materials**") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created for advertising, public relations, publicity, packaging and promotion of NCWIT and its affiliates and their products and services, without further consent from, or royalty, payment or other compensation to Participant.

Participant hereby irrevocably transfers and assigns to NCWIT Participant's entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. Participant acknowledges and agrees that Participant has no right to review or approve Materials before they are used by NCWIT, and that NCWIT has no liability to Participant for any editing or alteration of the Materials or for any distortion or other effects resulting from NCWIT's editing, alteration or use of the Materials. NCWIT has no obligation to use the Materials or to exercise any rights given by this Agreement.

**License to Works Created Within the Scope of the Program or in Application to the Program: This section allows NCWIT to use any works created by the Participant during the Program or in application to the Program in future promotional materials.**

Participant and NCWIT acknowledge that Participant may create certain work product during Participant's participation in the Program or in Participant's application to the Program (collectively, the "**Works**"). Participant hereby grants NCWIT and its directors, agents, employees and affiliates, a perpetual, irrevocable non-exclusive license to use Participant's Works to promote NCWIT and its affiliates and their products and services, without further consent from or royalty, payment or other compensation to Participant.

**Consent for Program Partner to Provide Participant Information to NCWIT: This section allows the Program host and the Participant's Designated School Official to send information regarding the Participant to NCWIT.**

Participant acknowledges that the Program may not be hosted by NCWIT and may be hosted by an independent entity (the "**Program Partner**"). Participant hereby irrevocably grants Program Partner the permission and right to share any information that Participant discloses to Program Partner in the scope of the Program with NCWIT. NCWIT shall only use such information for purposes consistent with the spirit and intent of the Program.

Additionally, in connection with certain aspects of the Program, Participant may designate a teacher or other school official (the "**Designated School Official**") to endorse or recommend Participant for awards, accolades, or application to other items related to the Program. Participant hereby voluntarily consents to allow Participant's Designated School Official to provide any necessary information, including personally identifiable information and academic records, to NCWIT. NCWIT shall only use such information for purposes consistent with the spirit and intent of the Program.

**Consent for NCWIT to Contact Participant: This section allows NCWIT to contact the Participant regarding the Program.**

Participant grants NCWIT the permission and right to contact Participant using contact information provided either directly to NCWIT or to NCWIT through the Program Partner. NCWIT shall only contact Participant for purposes consistent with the spirit and intent of the Program.

**RELEASE FROM LIABILITY**

**Liability Release: This section states that Participant will not sue NCWIT.**

PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE NCWIT, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**RELEASEES**") FROM ALL LIABILITY TO PARTICIPANT, PARTICIPANT'S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND GUARDIANS FOR ALL LOSSES OR DAMAGES AND ALL CLAIMS OR DEMANDS THEREFOR (I) TO THE EXTENT PERMITTED BY APPLICABLE LOCAL LAW, ANY CLAIM OR DEMAND UNDER LOCAL PRIVACY LAW; AND (II) ON ACCOUNT OF INJURY TO PROPERTY OR PERSON, INCLUDING DEATH, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

### **Representations and Warranties**

**Participant's Representations and Warranties: This section states that Participant has been truthful in her application materials and owns the rights to or has acquired the necessary permission to submit any conveyed materials to NCWIT.**

Participant represents and warrants that any materials Participant conveys to NCWIT (“**Conveyed Materials**”) during the Program or in its application thereto do not infringe the rights of any third party. Additionally, Participant represents and warrants that Participant has full right and title to any of the Conveyed Materials and/or has acquired all permissions necessary regarding the Conveyed Materials for the uses contemplated under this Agreement.

Participant further warrants and represents that Participant has met the criteria contained in the applicable website(s) located at:

<https://www.aspirations.org/participate/high-school;>

<https://www.aspirations.org/participate/collegiate-award;> and/or

[https://www.aspirations.org/participate/college-students,](https://www.aspirations.org/participate/college-students)

respectively, and has been truthful and forthright in all Conveyed Materials, and, to the best of Participant's knowledge, there is no reason why Participant should be denied entry into the Program.

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, PARTICIPANT'S LEGAL GUARDIAN MUST CERTIFY THE BELOW. A MINOR'S APPLICATION WILL NOT BE REVIEWED UNTIL PARENTAL CONSENT IS RECEIVED.

**PARTICIPANT**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)



**Legal Guardian Certification**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Consent and Release on behalf of Participant. This release shall be binding upon my minor child and my/our respective heirs, legal representatives and assigns. In the event that any provision of this Consent and Release is found by a court of competent jurisdiction to be illegal, invalid, unenforceable or unconscionable, the remainder shall remain in full force and shall be unaffected by such finding.

**LEGAL GUARDIAN**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

*AiC Participant and Parent Release-DOWNLOAD.gdoc; last revised 8/31/18*



## **Online Portal Account Consent**

The National Center for Women & information Technology uses an online portal at [www.aspirations.org](http://www.aspirations.org) for the NCWIT Award for Aspirations in Computing. User accounts are required for application tracking and scoring.

If I have a user account on [www.aspirations.org](http://www.aspirations.org), I consent to NCWIT adding my application info included herein to my online award application.

If I do not yet have a user account on [www.aspirations.org](http://www.aspirations.org), I consent to NCWIT creating a user account on my behalf and adding my application info included herein to my online award application. I also agree to NCWIT's Privacy Policy and website Terms of Use, which have been included below for reference.

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, PARTICIPANT'S LEGAL GUARDIAN MUST CERTIFY THE BELOW. A MINOR'S APPLICATION WILL NOT BE REVIEWED UNTIL PARENTAL CONSENT IS RECEIVED.

### **PARTICIPANT**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

### **Legal Guardian Certification**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Consent and Release on behalf of Participant. This release shall be binding upon my minor child and my/our respective heirs, legal representatives and assigns. In the event that any provision of this Consent and Release is found by a court of competent jurisdiction to be illegal, invalid, unenforceable or unconscionable, the remainder shall remain in full force and shall be unaffected by such finding.

### **LEGAL GUARDIAN**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)



### **NCWIT PRIVACY POLICY**

#### **We Respect Your Privacy!**

The National Center for Women & Information Technology (“NCWIT”) cares about and respects the privacy of each contestant (“Participant”), and our Participant’s personal information. We understand our Participants furnish sensitive information to NCWIT and expect privacy and security. NCWIT is committed to treating such information responsibly.

The following Privacy Policy covers the “Personal Information” we collect through the Aspirations in Computing Video Challenge (“Contest”). “Personal Information” is information that identifies you personally, either alone or in combination with other information available to us. Examples of Personal Information include your name, address, email address, telephone number, and the information you provide when you enter the Contest.

This Policy does not apply to the practices of third parties that NCWIT does not own or control, or individuals that NCWIT does not employ or manage.

This Privacy Policy is part of and subject to the [Video Contest Rules](#) that govern your participation in the Aspirations in Computing Video Challenge.

#### **I. Your Consent to This Privacy Policy**

Please take a few minutes to review this Privacy Policy. By accessing or entering the Contest, you are agreeing to the terms of this Privacy Policy. IF YOU DO NOT AGREE TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS SET FORTH IN THIS PRIVACY POLICY, PLEASE EXIT AND DO NOT ENTER THE CONTEST.

#### **II. Changes to This Privacy Policy**

NCWIT may update this Privacy Policy from time to time, and our use of the Personal Information we collect is subject to the terms of the Privacy Policy then in effect. The changes will be effective as of the date we post the revised version on the Contest. Whenever we make a change, we will post the updated Policy on the Contest, and your use of the Contest following any such change constitutes your consent to the terms of the revised Privacy Policy. Thus, it is important that you review our Privacy Policy regularly.

#### **III. Personal Information We Collect When You Enter the Contest**

*Information You Provide.* NCWIT collects the Personal Information you knowingly provide when you use the Contest. Any username, ID or alias that you may have in connection with the Contest will be displayed throughout the Contest (and so available to the public) and will be connected to all of your activity in the Contest. Other people can see your comments, and feedback. You have the option to publicly display your full name.

*Supplemental Information.* From time to time, NCWIT may supplement the Personal Information you give us with information from other sources, such as information validating your address or demographic information based on your zip code. We may also supplement the Personal Information you give us with information we collect from you through other channels.

#### **IV. How We Use Your Personal Information**

*Generally.* Personal Information is stored securely by NCWIT. We use the Personal Information we collect through the Contest:

- to communicate contest-related information to you;
- to notify you in the event you are declared a Contest winner;
- to provide the information or services you request;
- for security, or fraud prevention purposes;
- to provide you with a personalized experience when you use the Contest;
- to contact you with information and notices we believe will be of interest to you;
- to invite you to participate in surveys and provide feedback to us;
- to better understand your needs and interests;
- to improve the content, functionality and usability of the Contest;
- to improve our services;

*Administrative Messages.* NCWIT may periodically email you with administrative messages. We will not sell or rent your Personal Information to third parties for their marketing purposes.

### **V. With Whom We Share Your Personal Information**

Except as provided below, we will not disclose, sell, or trade your Personal Information to third parties. We never sell our Participants' data to anyone, and all Personal Information is held strictly confidential. If we wish to disclose, sell or trade your Personal Information to a third party, except for in the situations provided below, we will offer you the means to consent to this new use via an e-mail or written request prior to any such use.

*Compliance With Laws and Protection of NCWIT's Rights and the Rights of Others.* NCWIT may disclose Personal Information when we, in good faith, believe disclosure is appropriate to comply with the law, a court order or a subpoena. NCWIT may also disclose Personal Information to prevent or investigate a possible crime, such as fraud or identity theft, to enforce or apply our [Video Contest Rules](#) or other agreements and policies, or to protect our own rights or property or the rights, property or safety of our Users or others.

*Administrative Needs.* NCWIT may employ other companies and people to perform tasks on our behalf and may need to share your Personal Information with them to provide services to you. Examples include, but are not limited to, handling donations, analyzing data, and providing marketing assistance. NCWIT may share aggregated demographic information with business partners.

### **VI. Information Sharing and Disclosure**

The Contest permits Participants to post videos. When you post a video, your name, username, NCWIT ID or alias is visible to other Participants.

If you post Personal Information online that is accessible to the public, you may receive unsolicited messages from other parties in return. NCWIT is not responsible for the Personal Information you choose to publicly post on the Contest.

Due to the nature of the Contest, you may share Personal Information, such as an email or name, with other Participants. Pursuant to NCWIT's [Video Contest Rules](#), you grant NCWIT, its subsidiaries, affiliates, successors, and assignees, a nonexclusive, worldwide, perpetual, unlimited, assignable, sublicenseable, and royalty-free right to copy, prepare derivative works of, improve, distribute, publish, remove, add, process, analyze, and use, in connection with the Contest and with advertising, marketing and promotional material relating to NCWIT, any User Content (as defined in the [Video Contest Rules](#)) that you create and submit to NCWIT or post on the Contest, without any further consent, notice and/or compensation to you or to any third parties. This license includes any Personal Information that you incorporate into the User Content and publicly post on the Contest.

Additionally, pursuant to NCWIT's [Video Contest Rules](#), for Personal Information that you publicly post and display onto the Contest and that involves your image, name, likeness, voice and/or performance, you agree to grant NCWIT, its subsidiaries, affiliates, successors, and assignees, the non-exclusive, worldwide, perpetual, assignable, sublicenseable, royalty-free right to use, reproduce, distribute, create derivatives of, publicly perform and publicly display, and use your image, name, likeness, voice, and performance, in any medium or format, including without limitation, in portraits, photographs, audio and audiovisual recordings and/or motion pictures, either alone or accompanied by other material, in connection with the Contest and with advertising, marketing and promotional materials relating to NCWIT.

Moreover, pursuant to NCWIT's [Video Contest Rules](#), you have a limited license to use other Users' Personal Information that is publicly shared on the Site. This information should **only** be used for NCWIT-related communications. NCWIT has not granted you a license to use the Personal Information for unsolicited commercial messages. Without limiting the foregoing, without express consent from the User, you are not licensed to add any User to your email or physical mailing list.

### **VII. Third Parties**

Except as otherwise expressly included in this Privacy Policy, this policy addresses only the use and disclosure of Personal Information NCWIT collects from you. If you disclose your Personal Information to others, including other Users, different rules may apply to their use or disclosure of the Personal Information you disclose to them. NCWIT does not control the privacy policies of third parties, and you are subject to the privacy policies of those third parties where applicable. NCWIT is not responsible for the privacy or security practices of other websites on the Internet, even those linked to or from the Contest. We encourage you to ask questions before you disclose your Personal Information to others.

### **VIII. Your Options**

*In General.* We respect your right to make choices about the ways we collect, use and disclose your Personal Information. In most cases, we will ask you to indicate your choices at the time we collect your Personal Information. We will also include an "opt-out" link



## 2022-23 Award for AiC Application

in each electronic newsletter or promotional email we send you, so that you can inform us that you do not wish to receive such communications from us in the future.

*Rights to Access, Correct and Eliminate Personal Information.* You have a right to access, modify, correct and eliminate the data you supplied to NCWIT. If you update any of your Personal Information, we may keep a copy of your Personal Information that you originally provided to us in our archives for uses documented in this policy. You may request deletion of your Personal Information at any time by contacting NCWIT. We will respond to your request within 30 days. Please note, however that Personal Information you have shared with others, or that other Users have copied, may remain visible even if you request its deletion.

### **IX. No Obligation to Retain Personal Information**

We have no obligation to retain your Personal Information, and may delete any or all of your account information and Personal Information without liability. However, we may retain certain data contributed by you if NCWIT believes it may be necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally identifiable data, account recovery, or if required by law. NCWIT may also retain and use your Personal Information if necessary to provide our services to other Users. NCWIT disclaims any liability in relation to the deletion or retention (subject to the terms herein) of information, including Personal Information, or any obligation not to delete the information, including Personal Information.

### **X. Security**

As computer security breaches at the highest levels of the federal government have shown, unfortunately no one can unconditionally guaranty that Personal Information will not be comprised by illegal, determined hackers or thieves. Nevertheless, to reduce the risk of unauthorized access, maintain data accuracy, and ensure the correct use of your Personal Information, NCWIT has appropriate, industry-standard, physical, electronic, and managerial procedures to safeguard and secure the Personal Information we collect on the Contest.

### **Questions Concerning This Privacy Policy**

If you have any questions or concerns regarding this Privacy Policy, please contact us by telephone, email, fax or postal mail:

National Center for Women & Information Technology

Attn: Aspirations In Computing Video Challenge Privacy Policy  
231 ATLAS Building  
1125 18th Street  
Boulder, CO 80309-0231  
United States

Phone: 303.735.6671  
Fax: 303.735.6606  
Email: [info@ncwit.org](mailto:info@ncwit.org)

### Terms of Use

Last Update: 7/1/2014

Welcome to the National Center for Women and Information Technology's ("NCWIT," "we," or "our") Terms of Use. The following Terms of Use ("Terms") govern your use of the following websites, [www.ncwit.org](http://www.ncwit.org), [www.sitwithme.org](http://www.sitwithme.org), [www.aspirations.org](http://www.aspirations.org), [www.engage-csedu.org](http://www.engage-csedu.org), along with any information you submit to us via any application or other form (each a "Site" and collectively, the "Sites").

Your use and access of the Sites is governed by and subject to these terms of use ("Terms"). If you do not agree to these Terms, or if you do not agree with our Privacy Policy at [www.ncwit.org/privacy](http://www.ncwit.org/privacy), please do not use any Site. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY SITE. BY ACCESSING, BROWSING, OR OTHERWISE USING ANY OF OUR SITES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND BY OUR PRIVACY POLICY.

1. **MEMBER ACCOUNTS.** In order to use certain features of our Sites, you will have to create an account ("Member Account"). As part of the account set-up and registration process, you may be asked to provide certain types of personal information, which we will collect in order to create your Member Account (please review our Privacy Policy). You may never use another's Member Account without permission. We may refuse to grant you a username for any reason in our sole discretion, including in the event that we determine that such name impersonates someone else, is illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Sites to any third party. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.
2. **YOUR USE OF THE SITES.** Subject to these Terms and our Privacy Policy, you are granted a limited license to use the functionality provided by the Sites to upload, store, display, aggregate, organize and share your content ("Content") and to copy, display, and use the functionality, materials, and services provided by the Site (collectively, the "Materials") solely for non-commercial use. The design and layout of each Site is specifically excluded from the Materials.
3. **INTELLECTUAL PROPERTY OWNERSHIP.** Except for your Content, all text, content, documents, names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in each Site, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Sites (the "Materials") are owned by NCWIT and its affiliates or used with permission or under license from a third party (hereinafter collectively referred to as the "Owner") and are protected under copyright, trademark and other intellectual property and proprietary rights laws. The marks Microsoft®, National Science Foundation®, Bank of America®, AT&T®, TBS®, Merck®, Pfizer®, Avaya®, Motorola®, HP®, Intel®, Qualcomm®, EMC®, Google®, Indeed®, Ewing Marion Kauffman Foundation™, Rackspace™, Symantec™, Johnson & Johnson, Cisco Systems®, Boehringer Ingelheim®, Return Path® Bloomberg®, Defrag Conference, and Motorola Mobility Foundation, and all other trademarks, trade names, names, logos and other company identifiers appearing in each Site are the property of their respective owners. All rights and goodwill associated therewith are reserved by their respective owners. As between NCWIT and you, all right, title and interest in and to the Materials will at all times remain with NCWIT and/or its Owners. The word "NCWIT," "SitWithMe," "Engage CS Edu", the NCWIT logo, the phrase "Award for Aspirations in Computing", and other marks, logos and titles are registered and/or common law trade names, trademarks or service marks of NCWIT. NCWIT reserves all other rights. Except as expressly provided herein, nothing on any Site shall be construed as conferring any license under NCWIT's and/or its Owner's intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, NCWIT may revoke any of the foregoing rights and/or your access to any Site or any part thereof, including the blocking of your IP Address, at any time without prior notice.
4. **USER CONTENT**
  - a. All Content is the sole responsibility of the user who provided it and is stored upon NCWIT's servers and/or system solely at the direction of such user. Please see the Digital Millennium Copyright Act section below for more details. Subject to any specific rules or terms published in connection with a particular contest, promotion, or sweepstakes ("Promotional Rules"), generally, you shall retain ownership of your Content, and you hereby grant NCWIT and its designees a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, fully paid-up, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, and publicly display and perform (publicly or otherwise) your Content. In addition to any representations or warranties contained in any Promotional Rules, you represent, warrant and covenant that (i) you own or otherwise possess all necessary rights with respect to your Content, and (ii) your Content does not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.
  - b. The Content you submit, post, or display to public portions of the Sites will be able to be viewed by other users of the Sites. You should only provide Content that you are comfortable sharing with others. What you say via the Sites may be viewed all

around the world instantly. By submitting Content to any public area of this Site, you represent and warrant that the owner of such material has expressly granted NCWIT the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other end user to access, view, store, or reproduce the material for that end user's personal use. You also grant NCWIT the right to edit, copy, publish and distribute any material that you make available on this Site. We reserve the right, but not the obligation, to monitor your Content at any time for any reason, and to remove any Content that we, in our sole discretion, find to be in violation of these Terms or otherwise objectionable. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via any Site or endorse any opinion expressed via the Sites.

c. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from your Content. You agree to indemnify, defend, release and hold NCWIT and NCWIT's agents, affiliates, and representatives, directors, officers, and employees harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of: (i) any Content submitted by you; (ii) activity that occurs through or by use of your Member Account; (iii) your use of or reliance on any Content; (iv) your interaction with any other user of the Sites; or (v) your violation of these Terms. This indemnification obligation includes payment of any attorneys' fees and costs incurred by NCWIT.

5. **Restrictions on Use.** No other use of the Sites or Materials is authorized. You agree that any copy of the Materials (or any portion of the Materials) that you make must retain all copyright and other proprietary notices contained herein or therein. Framing of the Site or posting of Materials on other websites is strictly prohibited. The use or misuse of any Materials, except as provided in these Terms or in the Materials, is strictly prohibited. You shall not, without NCWIT's express written consent: (i) distribute text or graphics to others, (ii) copy and retransmit, disseminate, broadcast, circulate, or otherwise distribute the Materials on any other server, or modify or re-use all or part of the Materials on this system or any other system, (iii) use any tradename, trademark, or brand name of NCWIT in metatags, keywords and/or hidden text, (iv) copy, distribute, modify, transmit, perform, reuse, re-post, or otherwise display the Materials, in whole or in part, for public or commercial purposes or modify, translate, alter or create any derivative works thereof, (v) create derivative works from the Materials or commercially exploit the Materials, in whole or in part, in any way, (vi) use the Site, the Materials, and/or any portion thereof, in any manner that may give a false or misleading impression, attribution or statement as to NCWIT, the Owner, or any third party referenced therein, (vii) use the Materials, and/or any services and products on the Site or accessible via the Site for unlawful purposes only; or (viii) alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Materials.

6. **Acceptable Use. Your use of the Sites is conditioned upon your compliance with the following rules ("Acceptable Use Restrictions"):**

a. You shall not upload to, transmit through, or display via the Site any Content that: (i) is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (ii) contains confidential, proprietary, or trade secret information of any third party; (iii) violates the rights of others, including without limitation any privacy rights or rights of publicity; (iv) impersonates any person or entity, falsely states or otherwise misrepresents your affiliation with any person or entity, or uses any fraudulent, misleading or inaccurate email address or other contact information; (v) violates any applicable laws or regulations; (vi) makes any statement, express or implied, that you are endorsed by NCWIT; (vii) harms minors in any way, including, but not limited to, by depicting content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct; (viii) contains any unsolicited promotions, political campaigning, advertising or solicitations; (viii) in our sole judgment is inappropriate or objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose the NCWIT, any of its officers, directors, or employees, or other users to any harm or liability of any type.

b. You shall not use the Site to engage in any of the following activities: (i) accessing, using, or uploading Content to, or attempting to access, use, or upload Content to another user's account without permission; or (ii) transmitting, uploading, or downloading, any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature; (iii) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site; or (iv) harvest or collect information about or from users of the Site.

7. **COPYRIGHT CLAIMS.** NCWIT is committed to respecting and protecting the legal rights of copyright owners. As such, NCWIT adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 et seq.). If you believe any of the Materials infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a "DMCA Takedown Notice"). To be valid, a DMCA Takedown Notice must (i) be provided to NCWIT's designated agent, ("Copyright Agent"), as set forth below, and (ii) include the following:

a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- c. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed:

NCWIT's Copyright Agent to receive DMCA Takedown Notices is:

*National Center for Women & Information Technology (NCWIT)  
University of Colorado Campus Box 322  
Boulder, CO 80309-0322*

8. **Promotions.** In addition to the terms and conditions of these Terms, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through the Sites, or separately by NCWIT, shall also be subject to any applicable Promotion Rules. By participating in any such Promotion, you will become subject to those Promotion Rules. To the extent that any Promotional Rules conflict with these Terms, the terms and conditions of the applicable Promotional Rules shall control.

9. **DISCLAIMERS.** THE SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, TITLE, NON-INFRINGEMENT, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. Should applicable law not permit the foregoing exclusion of express or implied warranties, then NCWIT hereby grants the minimum express or implied warranty required by such applicable law. No advice or information, whether oral or written, obtained by you from NCWIT, its employees, agents, suppliers or any other persons shall create any warranty, representation or guarantee not expressly stated in this section. ADDITIONALLY, NEITHER NCWIT NOR ANY OF ITS RESPECTIVE LICENSORS OR SUPPLIERS WARRANT THAT ANY FUNCTIONS CONTAINED ON THE SITE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITES, OR THE SERVER THAT MAKES THE SITES AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE(S), OR MATERIALS, WILL MEET YOUR EXPECTATIONS.

10. **LIMITATION OF LIABILITY.** Your use of ANY SITE is at your own risk. Neither NCWIT nor any of ITS respective officers, directors, agents or other representatives will be liable for any damages, direct, indirect, incidental, consequential, special, or punitive, including, without limitation, loss of data, income, profit or goodwill, loss of or damage to property and claims of third parties arising out of your access to or use of the SITES or arising out of any action taken in response to or as a result of any Materials or other information available on the SITES, however caused, whether based on breach of contract, tort (including negligence), proprietary rights infringement, product liability or otherwise. The foregoing shall apply even if NCWIT was advised of the possibility of such damages. If you become dissatisfied in any way with ANY SITE or its Terms of Use or Privacy Policy, your sole and exclusive remedy is to stop your use of the SITE and its services. You hereby waive any and all claims against NCWIT and its agents, representatives and licensors arising out of your use of the SITE. Because some states do not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, these provisions may not apply to you. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, THE TOTAL LIABILITY, IN THE AGGREGATE, OF NCWIT OR OUR AFFILIATES SHALL NOT EXCEED \$100.00.

11. **CHILDREN UNDER 13.** These Sites are not intended for use by persons under the age of 13. If you are under 13, do not use our Sites. In the event that a specific Promotion is aimed at children under 13 years of age, NCWIT shall provide additional terms and conditions related to such Promotion and any personal information collected in connection with such Promotion in the applicable Promotion Rules, including information for parents on how to control, approve, inspect, monitor, delete or change any information provided by any participant in such Promotion who is under 13 years of age. Except in the foregoing limited circumstances, we do not knowingly collect personal information from children under 13. If You become aware that you child has accessed one of our Sites and provided their personally identifiable information, without your consent, please contact us at National Center for Women & Information Technology (NCWIT), University of Colorado, Campus Box 322, Boulder, CO 80309-0322. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account within a reasonable time.



12. **UNLAWFUL ACTIVITY.** NCWIT reserves the right to investigate complaints or reported violations of our Terms and Conditions and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties, and disclosing any information necessary to appropriate persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.
13. **Governing Law.** These Terms and Conditions will be governed by and construed in accordance with the laws of Colorado, excluding all conflict of laws rules. Except as provided in the Injunctive Relief section, any action related to or arising out of these Terms and Conditions will be filed only in Colorado courts. You consent to the jurisdiction of Colorado courts.
14. **SEVERABILITY OF PROVISIONS.** If any provision(s) of the Terms and Conditions is/are found unlawful, void, or for any reason unenforceable, then that provision(s) will be considered severable from the remaining terms and conditions, and will not affect the validity and enforceability of the remaining Terms and Conditions provisions.
15. **MODIFICATIONS TO TERMS AND CONDITIONS.** This is the entire agreement between you and NCWIT relating to the subject matter it contains. This agreement may only be modified by our posting of changes to these Terms and Conditions, or by a writing signed by both parties. Updated versions of the Terms and Conditions will appear on the Sites and are effective immediately.
16. **ABILITY TO ACCEPT TERMS OF USE.** You affirm that you are more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.
17. **Notice.** From time to time, NCWIT may revise these Terms. To help you stay current of any changes, NCWIT notes the date these Terms was last updated above. Your use of any Site following the posting of any revised Terms of Use shall be deemed acceptance of the revised Terms. NCWIT strongly recommends checking these Terms periodically. If you disagree with the provisions of the Terms at any time, your sole remedy is to terminate your use of our Sites and inform us of such termination as described in the Terms. Continued use of any Site constitutes your agreement to the Terms as in effect.
18. **No Archive.** Notwithstanding anything contained herein, the functionality provided to you by the Sites and by NCWIT's systems, networks and servers are not an archive and NCWIT shall have no liability to you or any other person for loss, damage, or destruction to your Content or any other information submitted to or via the Site. You shall be solely responsible for (i) uploading your Content, (ii) preventing any loss or damage to your Content, and (iii) maintaining independent archival and backup copies of any Content
19. **CONTACT US.** Any questions or concerns regarding these Terms and Conditions should be directed to [info@ncwit.org](mailto:info@ncwit.org).
20. **TERMINATION.** NCWIT may cancel, suspend or block your use of any Site without notice if there has been a violation of these Terms or our Privacy Policy. Your right to use the Site will end once your Member Account is terminated, and any data you have stored on the Site, including Content and Materials, may be unavailable later, unless NCWIT is required to retain it by law. You may terminate your Member Account at any time. NCWIT is not responsible or liable for any records or information that is made unavailable to you as the result of your termination of your Member Account. **YOU AGREE THAT NCWIT WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE, CONTENT OR MATERIALS.** Any limitations on liability that favor NCWIT will survive the expiration or termination of these Terms for any reason
21. **MISCELLANEOUS.** NCWIT's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**<<<<<END OF APPLICATION>>>>>**