

Terms and Conditions

LaunchPad - The rules of the Request for Proposal Briefs (RFP) are as follows:

- The promoter of this RFP is Johnson & Johnson Consumer Inc. whose registered office is at 199 Grandview Rd, Skillman, NJ 08558, USA referred to as "JJCI" and True Capital Ltd ("True") whose registered office is at 11 Francis House, Francis Street, London, SW1P 1DE referred to as "True."
- The RFP is open to businesses of all sizes, keen to showcase their offering and ideas to JJCI for activation for one or more of the JJCI brands.
- No companies can speak to, or provide any information relating to any Brief RFP listed on this site to any form of press or media.
- There is no entry fee and no purchase necessary to enter any Brief RFP.
- The closing date for each brief will be listed and should be taken as 11:59pm on the listed date.
- After the Closing Date, no further entries to the RFP will be valid.
- Neither JJCI, True nor its partners shall be liable for entries not received, for whatever reason including technical failures.
- Entry requirements for the RFP can be found on the How to Apply page.
- JJCI reserves the right to cancel or amend the RFP and the terms and conditions without notice. Any changes to the RFP will be notified to entrants as soon as possible by JJCI and True.
- JJCI and True are not responsible for inaccurate details supplied to any entrant by any third party connected with this RFP.
- There is no guarantee of a paid pilot if a suitable candidate is not found.
- JJCI and True's decisions in respect of all matters to do with the RFP will be final and no correspondence will be entered in to.
- By submitting the entry to the RFP, the entrant warrants that he/she gives JJCI the full rights in all the material submitted, and grants JJCI a paid-up, non-exclusive, non-transferable, irrevocable, perpetual license in respect of all material to use the materials. Only non-confidential information should be included in the entry. All information disclosed to JJCI in this entry will be considered as non-confidential public information.
- Through its partnership with JJCI, True reserves the right to access all data submitted by way of the application.
- True & JJCI reserve the right to accept or reject any entry at their sole discretion.
- To the full extent permitted by law, JJCI and True shall not be liable whether in contract, tort (including negligence or omission) or otherwise for any injury, damages, expenses or loss whatsoever (including but not limited to special, indirect incidental punitive or consequential damage) to persons or property reason in connection with participation in the RFP or arrangements for supply, or the use of ideas after the RFP.
- Except for any liability that cannot be excluded by law, the Entrant indemnifies JJCI and True (including its employees against all liability for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way from the RFP, including for materials submitted to the RFP.
- The RFP and these terms and conditions will be governed by the laws of the United States of America and any disputes will be subject to the exclusive jurisdiction of the courts of the USA.
- The finalists will be selected by a panel made up of JJCI executives. The panel decision is at its discretion and final and cannot be challenged.
- Successful applicants agree to the use of his/her company name in any publicity material. Any personal data relating to the successful applicant or any other entrants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
- Entry into the RFP will be deemed as acceptance of these terms and conditions.
 - This site is intended for and directed to the identification of technologies with which JJCI brands can engage to improve internal business functions as laid out by the briefs provided on the True site. If you are not willing to accept the terms and conditions in the Agreement, we ask that you not access or use the Services or post or submit any materials on it or order any items from it. Please review our [Privacy Policy](#) for details about what information we collect and how we use it. By entering and using the website, you affirm that you are of legal age to enter into this agreement and agree to be bound by the terms of this agreement. IF YOU ARE USING THE SERVICES ON BEHALF OF, OR FOR THE BENEFIT OF, ANY ORGANISATION WITH WHICH YOU ARE ASSOCIATED, THEN YOU AGREE TO THE TERMS OF THIS AGREEMENT ON

BEHALF OF YOURSELF AND SUCH ORGANISATION, AND YOU CONFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANISATION TO THIS AGREEMENT. References to “you” and “your” in this Agreement will refer to both you and any such organisation

- **Acceptable Use and Rules of Conduct.** You must not:
 - Post, transmit or otherwise make available through or in connection with the Services any materials that are or may be: (a) threatening, harassing, degrading, hateful, intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous or fraudulent; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
 - Post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
 - Use the Services for any commercial purpose, including use for your commercial purposes or any commercial purposes that will benefit you in any way.
 - Use the Services for any purpose that is fraudulent or otherwise unlawful.
 - Collect information about users of the Services in any way, including through reverse engineering.
 - Interfere with the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services, or violate any requirement or policy of such servers or networks.
 - Restrict or inhibit any other person from using the Services.
 - Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services except as expressly authorized under this Agreement, without our express prior written consent.
 - Reverse engineer, decompile or disassemble any portion of the Services, except where such restriction is expressly prohibited by applicable law.
 - Remove any copyright, trademark or other proprietary rights notice from the Services.
 - Incorporate any portion of the Services into any product or service, without our express prior written consent.
 - Systematically download and store Services content.
 - Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Services content, or reproduce or circumvent the navigational structure or presentation of the Services, without our express prior written consent.
- TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND SUBJECT TO ANY APPLICABLE TERMS AND CONDITIONS OR POLICIES APPLICABLE TO THE USE OF THIRD PARTY MATERIALS AS SET OUT IN SECTION 13, THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THIRD PARTY MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE SECURE, THAT ANY USER NAME, PASSWORD OR OTHER SECURITY MEASURE THAT YOU MAY USE OR ALLOW OTHERS TO USE IN CONNECTION WITH THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS TO YOUR SERVICES ACCOUNT OR RELATED INFORMATION, OR THAT YOUR SERVICES ACCOUNT OR RELATED INFORMATION WILL NOT BE ACCESSED OR MISUSED BY ANY THIRD PARTY. ALL DISCLAIMERS OF ANY KIND IN THIS AGREEMENT (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR

RESPECTIVE SHAREHOLDERS, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "COMPANY PARTIES"). While we take reasonable steps to try to maintain the timeliness, integrity and security of the Services, we cannot guarantee that they are or will remain updated, complete, correct or secure, or that access to them will be uninterrupted. The Services may include inaccuracies, errors and materials that conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services. If you become aware of any such alteration, please contact us at launchpad@true.global and provide a description of such alteration and its location on the Services.

- NOTHING IN THIS AGREEMENT RESTRICTS, EXCLUDES OR MODIFIES OR PURPORTS TO RESTRICT, EXCLUDE OR MODIFY ANY MANDATORY STATUTORY CONSUMER RIGHTS UNDER APPLICABLE LAW. WITH RESPECT TO ANY CONDITIONS, WARRANTIES OR GUARANTEES THAT CANNOT BE EXCLUDED UNDER APPLICABLE STATUTES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR LIABILITY IS LIMITED (AT OUR OPTION) TO THE RESUPPLY OR REFUND OF THE COST OF THE RELEVANT PORTION OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR LOSSES THAT WERE NOT REASONABLY FORESEEABLE TO YOU OR US AT THE TIME YOU AGREED TO THIS AGREEMENT, IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, AND UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY (COLLECTIVELY, "INDIRECT LOSSES"). LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH YOU AND WE KNEW IT MIGHT HAPPEN. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR INDIRECT LOSSES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. THE COMPANY PARTIES DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS, FOR GROSS NEGLIGENCE OR WILLFUL BEHAVIOR, OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION. OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO USE THE SERVICES; AND (B) TEN UNITED STATES DOLLARS (\$10). ALL LIMITATIONS OF LIABILITY OF ANY KIND IN THIS AGREEMENT (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE COMPANY PARTIES. WITH RESPECT TO ANY CONDITIONS, WARRANTIES OR GUARANTEES THAT CANNOT BE EXCLUDED UNDER STATUTE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY IS LIMITED (AT OUR OPTION) TO THE RESUPPLY OR REFUND OF THE COST OF RELEVANT SERVICES.
- Third party claims: If we are sued by a third party as a result of your breach of this Agreement or your infringement of any third-party right, then, to the fullest extent permitted by applicable law, you will be responsible for all liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) incurred by the Company Parties.
- Governing Law: Unless otherwise prescribed by applicable law, this Agreement is governed by and shall be construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law, and regardless of your location. All disputes between you and us arising out of or related to the Services or this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory and including non-contractual disputes or claims, will be subject to the exclusive jurisdiction of the federal and state courts located in the State of New York, U.S.A., and you waive any jurisdictional, venue or inconvenient forum objections to such courts.
- Other/Misc. Terms: This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship

between you and us. This Agreement is between you and us. Except, no other person shall have any rights to enforce any of the terms of this Agreement. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation." This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter of this Agreement, and, in the absence of fraud, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Services or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Neither party will be responsible for any failure to fulfil any obligation due to any cause beyond its control.