

SOCIETY OF HISPANIC PROFESSIONAL ENGINEERS®
OPENING CEREMONY MASTER OF CEREMONIES CONTEST
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the fifty (50) United States, D.C. and Puerto Rico. Subject to all federal, state and local laws, regulations, and ordinances. Contest begins on [6/16/2017] at 5:00:01 p.m. Pacific Time (“**PT**”) and ends on [7/31/2017] at 4:59:59 p.m. PT (the “**Contest Period**”). Sponsor’s or Administrator’s computer (as applicable) is the official time keeping device for this Contest. **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INC., TWITTER, INC., OR INSTAGRAM, INC.**

1. **ELIGIBILITY:** The SOCIETY OF HISPANIC PROFESSIONAL ENGINEERS® Opening Ceremony Master of Ceremonies Contest (the “**Contest**”) is open to legal U.S. residents (a) who currently reside in the 50 United States, the District of Columbia, and Puerto Rico, (b) who are available and willing to attend the Society of Hispanic Professional Engineers (“**Sponsor**” or “**SHPE**”) 2017 Conference in Kansas City, Missouri, from November 1-5, 2017 (“**Convention**”), and (c) who, as of the start of the Contest Period, are current members of SHPE® in good standing, and (d) who, as of the date of entry, are at least 18 years old (19 in Alabama and Nebraska, or 21 in Mississippi). If you are uncertain whether you are eligible to enter, please contact events@shpe.org to find out. Sponsor, GTLD Productions Incorporated (“**Administrator**”), their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, and each of their employees, officers, and directors (collectively, the “**Contest Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes participant’s full and unconditional agreement to these Official Rules and to Sponsor’s and/or Administrator’s decisions, which are final and binding in all matters related to the Contest and which Sponsor and/or Administrator may decide in their sole discretion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

PLEASE NOTE: It is the participant’s sole responsibility to review and understand his or her employer’s policies regarding eligibility to participate in trade promotions. If participation in this promotion is in violation of employer policies, the participant may be disqualified from entering or receiving prizes. Sponsor disclaims any and all liability or responsibility for disputes arising between an employee and his or her employer related to this matter, and prizes will only be awarded in compliance with the employer’s policies. **Government employees are not eligible to enter. This is a trade promotion and is not open to the general public.**

2. **SPONSOR / ADMINISTRATOR:** Sponsor: Society of Hispanic Professional Engineers, 13181 Crossroads Parkway North, Suite 450, City of Industry, CA 91746; Administrator: GTLD Productions Incorporated, 13700 Alton Parkway, Suite 154, Irvine, CA 92618.

3. **HOW TO ENTER:** During the Contest Period, go to <https://spaces.hightail.com/uplink/kingmediagroup> (“**Contest Website**”) to submit each of the following:

- **Entry Form including Essay:** Entry form (available at sheconference.shpe.org/events/mccompetition) with all required information, including valid contact information and an essay of up to 250 words, primarily in English, describing why you are a great candidate to co-host the opening ceremonies of the Convention;
- **Video:** Audition video (“**Video**”) lasting no longer than two (2) minutes and submitted in mp4 or mov format, during which you must (a) read the script available at the sheconference.shpe.org/events/mccompetition and (b) deliver a short monologue, primarily in English, that demonstrates why you are a great candidate to co-host the opening ceremonies of the Convention. Please note that Videos must be no larger than 2 GB and must be clear and easy to see, hear and understand.

(collectively, the “**Submission**”)

Upon completion and submission of your Submission you automatically will be entered with one (1) entry into the Contest. By entering, you agree that Sponsor may contact you via the information you provided in your entry form, and via social media, including on Facebook, Instagram or Twitter, by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

Please note: By entering this Contest, you signify and agree that your entry and any other materials submitted in connection with this Contest may be posted on Sponsor’s website, Facebook page, and/or other social media sites or applications associated with the Contest in a manner that is consistent with these Official Rules. All potential winners are subject to verification before any prize will be awarded.

Submission Requirements:

ALL Submissions:

- **MUST** be the participant’s original idea (modification of an original work is not an original idea). Submissions **MUST NOT** copy or otherwise plagiarize from any source. Please note this Submission Requirement is not intended to restrict the entrant’s ability to read from the script provided by Sponsor.
- **MUST** comply with the applicable community guidelines, terms of use, and any other binding terms on Facebook.
- **MUST NOT** contain material which is (or promote activities which are) in Sponsor’s sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or contain material that is threatening to any

person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any state where the entry is created in their application.

- **MUST NOT** contain material that violates or infringes another's rights, including, but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, entry submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Sponsor.
- **MUST NOT** include mention or performance of any copyrighted media production including but not limited to books, articles, photographs, artwork, music, etc., or identifying descriptions of any media property. Submissions must not include commercial music.
- **MUST NOT** include third parties, including, but not limited to minors, celebrities and friends.

By submitting an entry, participant explicitly acknowledges and agrees that the Sponsor and its legal representatives, successors and assigns shall have the irrevocable worldwide right in perpetuity to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which you upload to any websites (including, without limitation, social media sites) associated with the Contest, with or without first and/or last name credit to the participant without any additional consideration or approvals from or to participant; and entries that attempt to restrict this right will not be considered. Each participant warrants and represents that his/her entry complies with these Official Rules and the requirements above, any applicable community guidelines, terms of use, and any other binding terms on Facebook, and will not violate any federal, state or local laws or ordinances. Entries that exceed any required file size or length limits, and/or violate the above Submission Requirements and/or the terms of these Official Rules will be disqualified. The Contest Entities reserve the right in their sole and unfettered discretion to disqualify any entry that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Contest.

LIMIT ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES MAY BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties may be disqualified. Entries must be submitted by the participant. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will disqualify that participant's entries, and that participant and/or entries may be disqualified. Multiple participants are not permitted to share the same email address account. In the event of a dispute as to any registration, the person that appears in the video will be deemed to be the participant. Potential winners may be required to show proof of being the person featured in the video to the Sponsor and/or the Administrator or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address may be disqualified. Incomplete, illegible, corrupted, or untimely entries will be disqualified.

By participating in this Contest, participant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Contest in any online social sharing interaction that references the Contest or that is used to obtain entries in connection with this

Contest. At a minimum, the hashtag #SHPEContest or “#promoted” should be included in all social media communications sent pursuant to the Contest. Sponsor reserves the right to disqualify any participant who does not adequately disclose his or her participation in this Contest while engaging in any online social sharing interaction related to the Contest, including, but not limited to, during the Contest Period or during the Voting Period (defined below).

4. **Selection of winners:** After the end of the Contest Period, all Submissions will be reviewed by members of the Sponsor’s events and marketing team (“**Judges**”) and representatives from the Administrator, who will select a group of up to twenty (20) finalists based on the following criteria:

- **Ability to Represent SHPE and the SHPE Membership (30%):** For example, is the entrant knowledgeable about SHPE and issues relevant to SHPE and the organization’s membership? Is the entrant a long-time and/or active member of SHPE? To what extent does the entrant exemplify the SHPE culture?
- **Presentation Skills and Style (55%):** For example, how comfortable and engaging does the entrant appear to be in his or her Video? Is the entrant’s delivery of the script reading and monologue appropriate and entertaining? Does the entrant have relevant experience making presentations to large crowds, reading teleprompters, and/or ad-libbing?
- **Creativity (25%):** For example, does the entrant’s essay and/or Video demonstrate originality? How does the entrant’s personal touch enhance the entrant’s overall Submission?

The Judges may decide, in their sole discretion, to conduct phone interviews with any one or more of the entrants in order to obtain additional information about the entrants that is relevant to the judging criteria. In the case of a tie, the entrant whose Submission receives the highest score on “Presentation Skills and Style” from among the tied Submissions will be selected to be the finalist.

Each finalists’ Video will be posted on Sponsor’s Facebook page at <https://www.facebook.com/shpenational/>, where members of the public who visit the site will be able to cast a vote for their favorite Videos by “liking” the posted Videos from 5:00:01 p.m. PT on 8/2/2017 and ending at 4:59:59 p.m. PT on 8/16/2017 (the “**Voting Period**”). The finalist whose Video receives the most “likes” during the Voting Period, and the finalist whose Video receives the second most “likes” during the Voting Period will each be selected to be the potential winners. In the case of a tie between finalists, the finalist whose Submission receives the highest score on “Presentation Skills and Style” from among the tied Submissions will be selected to be the potential winner.

Participants are prohibited from obtaining votes (i.e., “likes”) by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to prospective voters, as determined by Sponsor in its sole discretion. Use of “dummy” accounts, script, macro or any fraudulent or automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Sponsor reserves the right, in its sole and unfettered discretion, to nullify all votes obtained via such means and to disqualify participants who are associated from further voting or participation in the Contest.

The potential winners will be notified by email or telephone on or about 8/31/2017. Except where legally prohibited, each potential winner may be required to sign and return, within three (3) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. If a potential winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release or any other documentation that Sponsor may require in its sole discretion within the required time period (if applicable), if potential winner is unavailable to attend the Conference and/or travel within any time period specified by Sponsor, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected in accordance with the selection criteria described above. Only two (2) alternate winners will be selected, after which any remaining prizes will remain un-awarded.

Potential winners may also be required to agree to a background check, and sign a consent and any other documentation required by Sponsor for the background check.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. **Prizes:** There will be two (2) prizes awarded. Each prize consists of (a) the opportunity to serve as a Master of Ceremonies at the Opening Ceremony of the Conference, (b) one (1) Conference ticket, (c) standard hotel accommodations during the Conference, and (d) up to five hundred US dollars (US \$500) towards roundtrip airfare to and from the Conference. Approximate Retail Value ("ARV") of each prize: \$1,840. Total ARV of all prizes to be awarded: \$3,680. Limit one (1) prize per person and per household.

PRIZE RESTRICTIONS AND ADDITIONAL DETAILS: Winner must agree to serve as the Master of Ceremonies in order to be eligible to receive the other components of the prize. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including but not limited to, change of air travel fees, ground transportation, automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Contest. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

Travel restrictions, conditions and limitations may apply. ARV of Prize may vary depending on point of departure, travel dates and fare/rate fluctuations.

If winner has already purchased his or her Conference ticket, hotel accommodations and/or airfare, Sponsor may choose, in Sponsor's sole discretion, to reimburse winner for some or all of the costs of such purchases in lieu of providing winner with any one or more of the prize components.

If winner resides within a sixty (60) mile radius of Kansas City, Missouri (a "**local resident**"), in lieu of the round trip air transportation portion of the prize, winner will receive up to five hundred US dollars (US \$500) towards round-trip limousine transportation of Sponsor's choice for winner from winner's residence to the hotel. No compensation will be awarded in lieu of the difference in the ARV for the prize for a local resident and the ARV for the prize who is not a local resident.

Winner is responsible for obtaining all necessary travel documents. Travel arrangements must be made through Sponsor's agent and on an airline carrier of Sponsor's choice. If required, winner must be available to travel on dates specified by Sponsor or risk forfeiting prize. Certain travel restrictions may apply. Winner is responsible for obtaining travel insurance (and all other forms of insurance) at winner's option and hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the Sponsor's discretion. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the winner's transportation and such contracts shall be solely between the prize winner and such transportation companies. Lost, stolen or damaged airline tickets will not be replaced or exchanged. With the exception of stopovers approved in advance at Sponsor's sole discretion, no stopovers are permitted on tickets issued as part of the prize. If a stopover occurs, the prize travel will terminate and winner will be responsible for the full fare which will be charged from the stopover point for the remaining trip segment(s), including the return. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any air carrier(s) or other transportation companies or any other persons providing any of these services to passengers including any results thereof such as changes in services or accommodations necessitated by same. Airline tickets issued in connection with the prize may not be eligible for frequent flyer miles or upgrades. Winner must comply with all hotel check-in requirements, including, but not limited to, the presentation of a payment card. Air transportation and hotel accommodations must be taken together and cannot be taken separately.

In the event winner refuses to serve as the Master of Ceremonies at the Opening Ceremony of the Conference, or engages in behavior during travel or during the Conference that (as determined by Sponsor) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the travel early, and send winner home with no further obligations or compensation whatsoever to winner (which may, in Sponsor's discretion, result in such winner's disqualification from the Contest and forfeiture of any (and/or all) prize(s)). In the event winner engages in behavior during travel or at the Conference that (as determined by Sponsor) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no

obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE

6. **General Conditions:** Participation constitutes participant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Contest. Sponsor, Administrator and their agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor and/or Administrator. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Contest, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Contest and modify the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize in accordance with the selection criteria from among the eligible, non-suspect entries received up to the time of the impairment.

7. **LIMITATION OF LIABILITY AND RELEASES: PUBLICITY:** BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE CONTEST ENTITIES, ADMINISTRATOR, FACEBOOK, INSTAGRAM AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS,

PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE “**RELEASED PARTIES**”) WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES PARTICIPANT’S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE PARTICIPANT’S SUBMISSION, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS, AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

8. **INTELLECTUAL PROPERTY:** BY SUBMITTING AN ENTRY, PARTICIPANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS (“**MATERIALS**”) THAT PARTICIPANT MAY SUBMIT TO SPONSOR OR UPLOAD TO THE CONTEST WEBSITE IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE, BY ELECTRONIC MAIL OR BY SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS DEFINED IN SPONSOR’S PRIVACY POLICY. AVAILABLE AT

WWW.SHPE.ORG/PRIVACYPOLICY, SHALL BE DEEMED TO BE NON-CONFIDENTIAL. NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH MATERIALS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE MATERIALS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO PARTICIPANT OR ANY THIRD-PARTY. PARTICIPANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE IN PERPETUITY THE MATERIALS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE MATERIALS, PARTICIPANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. PARTICIPANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE MATERIALS, AND AGREES THAT IF SPONSOR ELECTS TO USE MATERIALS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO PARTICIPANT'S MATERIALS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. PARTICIPANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE PARTICIPANT'S MATERIALS, PARTICIPANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE MATERIALS CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, PARTICIPANT AGREES TO INDEMNIFY THE CONTEST ENTITIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE MATERIALS. MATERIALS WILL NOT BE RETURNED TO PARTICIPANTS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE CONTEST WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. **DISPUTES:** This Contest is governed by the laws of the United States. Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California or the appropriate State Court located in Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest not to exceed fifty US Dollars (US\$50.00), but in no

event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. **PRIVACY:** Information collected from participants is subject to the Sponsor's Privacy Policy, which can be found at www.shpe.org/privacypolicy. Contest Entities may use participants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.
11. **Nature of Relationship/Waiver of Equitable Relief:** Each participant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each participant also acknowledges that many ideas may be competitive with, similar or identical to the Submissions and/or each other in theme, idea, format or other respects. Each participant acknowledges and agrees that such participant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each participant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submissions. Finally, each participant acknowledges that, with respect to any claim by participant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submissions or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submissions or any material based on or allegedly based on the Submissions, and the participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
12. **OFFICIAL RULES AND WINNERS LIST:** For a copy of the Official Rules, visit shpeconference.shpe.org/events/mccompetition. For a list of winners available after November 5, 2017, visit <https://shpeconference.shpe.org/casting-call/> Vermont residents may exclude return postage on requests for Official Rules.

<https://shpeconference.shpe.org/>

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