

## Contest Participation Rules and Video License Agreement

### CONTEST SUMMARY

Organizer: Society of Women Engineers ("SWE")  
130 East Randolph Street, Suite 3500  
Chicago, IL 60601

Contest Entry Period: May 10 – June 23, 2017

### CONTEST REQUIREMENTS

How to enter: To enter, SWENexters in 6-8th grade shoot and submit a 2 minute video showing:

1. Your paper airplane design process;
2. A fact about aerospace engineering and cargo transport you learned while researching your design;
3. Your working design; and
4. Your maximum cargo payload and distance traveled.

Submitted videos must be up loaded to YouTube and a link to that video must be provided when submitting an entry. Entries will be judged based on the inclusion and creativity of the four video components described above, and a winner will be selected. Entries may not include unsuitable content; obscenity; disparagement; defamation; pornography; harassment; racial, ethnic, or sexual slurs; other offensive conduct or material, or otherwise include inappropriate or unlawful content, as determined at the SWE's sole discretion.

Prize: The SWENexte who submits the video judged to be the winning entry will be depicted as a featured character in the upcoming Constance & Nano Comic Vol. 2 about aerospace engineering. The winner and their chaperone will also take a VIP tour of the United Technologies Corporation facility in Hartford, Connecticut. SWE will pay for the winner and one parent/guardian chaperone's flights to and from Hartford, Connecticut, housing for the duration of the event, and a daily stipend during the event. The winner will be announced in July 2017.

Number of entries per person: one entry per person

Eligibility: The Contest is FREE to enter and open to all individuals who are 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade participants in the SWENext program (as defined below) ("you" or "Contestant"). It is your responsibility to ensure that you are legally eligible to enter the Contest under any laws applicable to you in your jurisdiction of residence or otherwise. The employees, officers and directors of SWE and/or United Technologies Corporation as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer and director are not eligible to participate in the Contest.

Agreement to Official Rules: By participating in the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of SWE, which are final and binding in all matters related to the Contest. Whether or not you receive a prize is contingent upon fulfilling all requirements set forth in these Rules. The Contest is subject to all applicable federal, state, and local laws. The Contest is void where prohibited by law.

**Contest Period:** The Contest opens on the date and time specified in the Contest Summary, and ends on the date and time specified in the Contest Summary (the "Contest Period"). The Administrator's computer is the official time-keeping device for the Contest.

**How to Enter:** To enter the Contest, complete the registration form on the Contest Site with your name, email address, birth date and any required questions, and then follow the directions specified for the Contest in the Contest Summary during the Contest Period. You must provide an entry ("Entry") that fulfills the Contest Requirements ("Contest Requirements"), as specified in the Contest Summary, to be eligible to win a Prize. Entries that do not include all the required information and adhere to the Rules will be considered void. SWE is not responsible for lost, misdirected or incomplete Entries. SWE will determine in its sole discretion if an Entry meets the Contest Requirements and otherwise complies with the Rules.

**Terms of Submission:** You may enter the Contest as many times as is specified in the Contest Summary. You may withdraw your Entry at anytime.

**Rights Granted by you:** By entering this Contest, you agree that SWE, its licensees, successors and assigns will have the right to use all or a part of your Entry, your name and address (city and state/province/territory), and the names, likenesses, photographs, voices and images of all persons appearing in the Entry anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without compensation and without notice to you and without consideration, review or approval from you; and you agree that you will not now nor in the future be paid for your Entry or for granting the Administrator any of the rights set out in these Rules.

**Your Representations and Warranties:** By entering the Contest, you represent and warrant that:

- your Entry, in its entirety, is an original work by you and you have not included third-party content (such as writing, poetry, text, graphics, artwork, logos, photographs, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Entry without permission;

- your Entry consists of material created by you and that the use thereof by SWE, or the exercise by SWE of any of the rights granted by you under these Contest Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;

- you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted to SWE under these Contest Rules; and

- all persons who were engaged by you to work on the Entry, who appear in the Entry in any manner, or have contributed to the Entry have:

  - given you their written consent to submit the Entry without claims for payment of any kind; and

  - provided written permission to include their name, likenesses, image or pictures in or with your Entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the

Contest Facilitators to provide such permission in writing to the Contest Facilitators;

Indemnification: You agree to indemnify, defend, and hold harmless SWE and its employees, directors, officers, and agents as to any claims relating to the submission or use of the Entry in the contest.

Prizes: SWE will provide the Prize(s) to be awarded for a particular Contest. No substitution of a Prize will be made unless SWE, in its sole discretion, determines otherwise. A Prize must be accepted as awarded, and the odds of winning are dependent upon the total number of eligible Entries received for the Contest Period.

Winner(s): The winner(s) ("Winner(s)") of the Prize(s) will be selected, as specified in the Contest Summary, from all eligible Entries received. If you are selected as a Winner, you will be notified of the selection of your Entry by the phone or email address provided by you on the Registration Form. If you do not respond to the phone or email notification of your selection as a Winner within three (3) days, an alternate Winner will be selected to receive the Prize. All SWE decisions in selecting the Winner (s) are final and binding on all Entrants in all matters relating to the Contest.

To Redeem Prize: Except where prohibited, a Winner shall be required to execute and return to SWE within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Publicity Release and Liability Waiver ("Affidavit and Release Form") in order to claim the Prize. The Affidavit and Release Form will be forwarded to each Winner by email. Other than as provided in these Rules, all Prizes are personal to the Winners and are non-transferable. If a Winner cannot be contacted, or fails to execute and return the Release Form within the required time period (if applicable), or if the Affidavit and Release Form is returned as undeliverable, the Winner forfeits the Prize. Acceptance of any Prize shall constitute and signify the Winner's agreement and consent that SWE may use the Winner's name, photo, city, state, likeness, Entry and Prize information in connection with the Contest worldwide in any form of their choosing (either now existing or to be developed), including on the internet, without limitation and without further payment or consideration, except where prohibited by law. The Winner is responsible for all taxes and fees associated with receipt of any Prize.

Judging: Judging will be conducted as stated in the Contest Summary.

General Conditions:

SWE has the right to verify your eligibility and compliance with these Rules and to disqualify you on the basis of its investigation.

By entering the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of SWE, which are final and binding on all matters relating to this Contest.

SWE reserves the right to cancel, modify or suspend the Contest at any time (subject to approval of any regulatory body having jurisdiction), if it is determined that the Contest cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Contest.

## Liability Provisions:

You assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries.

SWE shall not be liable to a Winner or any other person for failure to supply a Prize or any part thereof, for reasons beyond the reasonable control of the Contest Facilitators which render the Prize unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the SWE's control which impacts or invalidates the Contest.

SWE and its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, and advertising/promotion agencies (the "Released Parties") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest; theft, loss, destruction or damage to an Entry in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to your or to any other person's computer related to or resulting from participating in the Contest.

**CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY COMPUTER OR NETWORK OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SWE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE CONTEST.**

**LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH, AND DAMAGE TO PROPERTY, IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS CONTEST AND/OR ANY RELATED CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.**

Disputes: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, or the rights and obligations of the participant and SWE in connection with the Contest, shall be governed by, and construed in

accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois. The venue for any dispute arising under these Rules shall be the state or federal courts located in Chicago, Illinois.

**License to SWE**

By providing your video to the Society of Women Engineers (“SWE”), you grant to the SWE and its agents a perpetual, worldwide, royalty free, nonexclusive license to display your video on the internet, at events, or via other SWE related channels at SWE’s sole discretion.

By signing this form, you agree to all terms listed above.

**Parental/Guardian Consent**

I am the parent/legal guardian of the minor named above and have the legal authority to execute this Agreement on his or her behalf as stated above.

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Signature

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Print Name

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Date