

OFFICIAL RULES

DESIGN CONTEST

- 1. Promotion and Sponsor(s):** By entering the NTTA Public Affairs' Student Design Contest you, as an Entrant, agree to and are bound by these Official Rules. Entrant is free to disclaim any prize and status as Entrant and as a result will not be eligible to receive any prize. The Promotion is sponsored and administered by NTTA Public Affairs, 5900 W. Plano Parkway, Plano, Texas 75093 ("Sponsor"). All decisions related to, as well as all interpretation of, these Official Rules by Sponsor are final and binding on Entrant. While this Promotion may be promoted via social media websites, such websites are not affiliated with Sponsor or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat or any other site or medium that might host content where information about this Promotion is posted or published (collectively "Content Hosts"). Entrant is providing his/her information only to Sponsor and not to Content Hosts.
- 2. Entry Periods:** The Promotion includes one Entry Period, from February 1 through March 31, 2021. Only entries submitted and received during the Entry Period will be accepted. Entries received outside of the Entry Period are not valid. **NO PURCHASE NECESSARY: Entrant can enter the Promotion without making any purchase.**
- 3. Eligibility:** The Promotion is open only to actively enrolled students in grades 5-12 and their teachers who are residents of Texas and who reside in the Dallas-Fort Worth metropolitan area. Employees of Sponsor, or of its parent and affiliate companies and suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate in this Promotion. Eligibility is contingent upon agreement to, compliance with, and fulfillment of all requirements of these Official Rules.

LIMITS ON PROMOTION:

This Promotion is void where prohibited. If any provision of these official rules are declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law. Other restrictions may apply.

- 4. How to Enter:** There is one method of entry. Email entry form and artwork submission to NTTA-News@ntta.org. Entries must not depict the brand of any other company or product, or contain any lewd, vulgar, indecent, defamatory, discriminatory, obscene, offensive or illegal conduct or material. Entries must not invade the rights of any other individual or entity, including, but not limited to, privacy, publicity and intellectual property rights. Entries must not contain any advertisements, "spam" content or references to other products, offers, or websites. Entries must not contain any email addresses, domain names or URL links, phone numbers, physical addresses or other forms of contact or personal information. Any entry that does not comply with these Official Rules will be deemed ineligible and may be deleted at the sole discretion of Sponsor.
- 5. Prizes:** There will be one student prize for a \$300 Visa gift card and one teacher prize for a \$300 Visa gift card.
- 6. Winner Determination and Verification:** The selection of a potential prizewinner is within the sole discretion of Sponsor. To be verified as eligible to receive a prize, each potential winner must fulfill all requirements and continue to comply with all terms and conditions of these Official Rules, and not be disqualified for any reason. The winner will be notified via email on or before April 9, 2021. The winner will be determined, and the prize awarded, within a reasonable time after the end of the Entry Period. The winning Entrant must provide their complete mailing address to receive their prize. If selected, the Sponsor will be in contact for this information.
- 7. Publicity and License:** Except where prohibited, participation in the Promotion and/or acceptance of any prize constitutes each Entrant's consent to Sponsor's use of his or her first name and last name initial (example, Barret S.), artwork and/or hometown and state for promotional or advertising purposes in any media, worldwide and in perpetuity, all without further notice, payment or consideration. **By uploading, submitting, or posting any submission related to this Promotion, Entrant grants Sponsor a non-exclusive, royalty-free license, with the right to sublicense, to use, download, reproduce, copy, modify, create derivative works, publish, transmit, display and distribute the submission using all media or distribution methods now known or later developed, including on any social media platform, whether modified or unmodified, in whole or in part and individually or as part of a compilation, for any lawful purpose whatsoever, with such license extending to, without limitation, all trademark rights, copyright rights, moral rights and all publicity rights of any kind in every jurisdiction worldwide ("License") and agrees that if its submission is selected as the winning entry that the License will be exclusive to NTTA ("Exclusive License"). Entrant agrees that Sponsor may make the submission available on the internet for public access and information, and grants Sponsor permission for such internet publication and use. Entrant waives the right to inspect or approve any use of the submission by Sponsor, including any associated written or electronic copy.** Sponsor is permitted, although not obligated, to include Entrant's name as a credit in connection with any use of the submission by Sponsor. Entrant agrees that Sponsor is not obligated to use any of the rights granted to it by Entrant in these Official Rules.
- 8. Right to Modify or Cancel:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event any provision is found invalid or unenforceable, these Official Rules will otherwise remain in effect in accordance with their terms as if the invalid or unenforceable provision was never included. Sponsor's failure to enforce any term of these Official Rules does not constitute a waiver of that provision. Sponsor may cancel, suspend and/or modify the Promotion, or any part of it, if any mistake, clerical or typographical error, omission, fraud, technical failure, tampering, computer virus or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs Sponsor's ability to properly conduct the Promotion, as determined by Sponsor in its sole discretion, subject to any applicable law or regulation. In such event, Sponsor may, but is not obligated to, award any applicable prize(s) by random drawing from among the eligible entries received up to the time of the cancellation, suspension or modification of the Promotion. Inclusion in such random drawing is Entrant's exclusive remedy under such circumstances.
- 9. Applicable Law; Jurisdiction; and Venue:** Except where prohibited by law, Entrant agrees that: (1) all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Collin County, Texas; and (2) all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights or obligations of Entrant or Sponsor in connection with the Promotion, are governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules, no matter what jurisdiction, that would cause the application of the laws of any jurisdiction other than as stated.
- 10. Waiver of Jury Trial. The Entrant and Sponsor hereby waive any and all right to trial by jury with respect to any dispute concerning this Promotion.**

