

## **DAMAGE PREVENTION TIME CAPSULE VIDEO CHALLENGE RULES**

NO PURCHASE IS NECESSARY, REQUIRED, OR PERMITTED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Contest and Eligibility**

The Damage Prevention Time Capsule Video Challenge ("Contest") is not a game of chance but is a competition between eligible entrants based on their skill and the creativity of their entries in supporting the theme of the Contest, that is, prevention of damage to underground facilities ("Theme"). Winners will be determined by voters at a meeting as described further below in these Video Challenge Rules ("Rules") and not by chance. No purchase from or other consideration provided to the sponsor of the Contest, the Common Ground Alliance ("CGA"), is required, permitted, or will be accepted to enter the Contest.

The Contest is open only to members in good standing of the CGA, who, if they are natural persons, are lawful residents of one of the fifty (50) United States or the District of Columbia, or, if they are entities, are lawfully doing business in one of such states or district, and who, if they are natural persons, are at least eighteen (18) years old at the time of entry. Employees of CGA and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

The Contest is subject to federal, state, and local laws and regulations. The Contest is void where prohibited by law.

### **2. Sponsor**

The Contest is sponsored by CGA ("Sponsor"), 707 Prince Street, Alexandria, VA 22314.

### **3. Agreement to Video Challenge Rules**

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Rules, other tangible or electronic documents issued by the Sponsor in connection with the Contest ("Documents"), and the decisions of the Sponsor, which are final, binding, and in the sole discretion of the Sponsor ("Decisions"). Winning a prize is contingent upon being compliant with these Video Challenge Rules, the Documents, the Decisions, and fulfilling all other requirements set forth in the Rules and the Documents.

### **4. Contest Period and Contest Entries**

The Contest begins on July 4, 2017 at 8:00 AM Eastern and ends on November 8, 2017 at 11:59 PM Eastern (the "Contest Period"). Entries that are submitted before or after the Contest Period are disqualified. Entries that do not comply with the Rules, Documents, or Decisions are disqualified.

Each Contest entry must be comprised of an original video by the entrant focused on the Theme. The video must be thirty (30) seconds to two (2) minutes in length. Any content in the video that is not original must be identified by the entrant and must be properly licensed by the content owner(s) for purposes of the Contest or be in the public domain, as determined in the sole discretion of the Sponsor. Proof of such proper license or public domain for such content must be submitted by entrants with the applicable Contest entry. Each entrant warrants, covenants and represents that Contest entry(ies) submitted by the entrant are original, are properly licensed or in the public domain, comply with these Rules, the Documents, and the Decisions, and do not infringe third party rights or interests, including, but not limited to, intellectual property rights. Entries not in compliance with the Rules, the Documents, or the Decisions

are disqualified. The purposes of the Contest shall be as set forth in the Rules, the Documents, and/or the Decisions (“Purposes”).

## **5. How to Enter**

Entries must be submitted online by eligible participants during the Contest Period at <https://energytransfer.sharefile.com/r-r185023dfdb24560b> or other site determined by the Sponsor. All entries, upon submission, become the sole and exclusive property of the Sponsor and will not be acknowledged or returned. Entry submitters hereby assign and transfer to CGA all rights, title, and interests in submitted Contest entries, including, without restriction, all intellectual property rights therein. If entries contain licensed content, entry submitters shall arrange, at no cost to CGA, for licensing of such content to CGA for the Purposes of the Contest as described in the Rules, the Documents, and the Decisions.

## **6. Contest Winners**

On or about \_\_\_\_\_, 2017, the Sponsor will determine and announce potential winners based upon votes for each eligible entry by voters determined by Sponsor who attend one or more meetings hosted by Sponsor (together, the “Meeting”). Potential winners will be determined and announced by the Sponsor for best overall video entry, a people’s choice video entry, and other categories, if any, determined by Sponsor (each a “Category”). The factors to be considered by the voters in assessing eligible entries include technical skill in production of the entry, creativity of the entry in supporting the Theme, and compliance with entry requirements. Potential winners will be eligible entrants who have submitted Contest entries that comply with the Rules, Documents and Decisions and who have achieved the highest number of votes in each Category.

## **7. Winner Notification**

The potential winners will be notified in person or by email, mail or phone, as determined by Sponsor. Each potential winner will be required to complete, sign (including electronic signature), and submit a Declaration of Compliance (substantially the same as the declaration attached to these Rules) within five (5) days of the date notice or attempted notice is sent, in order to claim the potential winner’s prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is at least eighteen (18) but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Rules, the Documents, and the Decisions, and winning is contingent upon fulfilling all requirements. In the event that a potential winner or the potential winner’s Contest entry is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner based on votes at the Meeting in accordance with paragraph 6 of these Rules. Prizes will be fulfilled within a reasonable time after the conclusion of the Meeting.

## **8. Prizes**

Prizes will be determined by Sponsor.

## **9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned by the Sponsor for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Rules, the Documents, and the Decisions or (b) terminate the Contest and, in the event

of termination, award the prizes to potential winners that submitted entries as of the date of termination in compliance with paragraph 7 of these Rules. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules, the Documents or the Decisions or in a disruptive manner. Any attempt by any person to damage the Contest entry website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Rules shall not constitute a waiver of that provision.

#### **10. Release and Limitations of Liability**

By participating in the Contest, each entrant agrees to release, indemnify, and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, members, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of entrant's participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winners, the cancellation or postponement of the Meeting, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) claims of infringement of intellectual or other property rights, claims arising from entrant's non-compliance with the Rules, the Documents, or the Decisions, personal injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the entrant's cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### **11. Disputes and Applicable Law**

Except where prohibited by law, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal courts located in the Eastern District of Virginia. Entrants shall not object to jurisdiction and venue of such courts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Virginia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Virginia.

#### **12. License**

**Grant of Video License.** Eligible Contest entrants, who submit video entries that comply with these Rules (together, and individually, the "Licensed Video"), and other members of CGA in good standing (together, and individually, the "Licensee"), are hereby granted a royalty-free, revocable, non-

exclusive, non-transferable, license, without right of sublicense, to the Licensed Video solely for the following purpose and use (the "Use"): to permit Licensee, at its sole cost and expense, to educate viewers ("Viewers") of the Licensed Video about safe excavation practices and prevention of damage to underground utilities (the "License"), provided, that, Licensee: (a) is not in breach of Rules and complies at all times with the Rules; (b) does not itself, and causes its employees, agents, and contractors (together, "Licensee Associates") and the Viewers and their employees, agents, and contractors (together "Viewer Associates") not to, sell, license, sublicense, encumber, pledge, hypothecate, transfer and/or otherwise dispose of any right, title, ownership, or interest in the Licensed Video and/or the intellectual property rights therein, including, without limitation, copyrights ("Intellectual Property Rights"); (c) does not itself, and causes the Licensee Associates, the Viewers, and Viewer Associates not to, copy, reproduce, disclose, distribute, perform, display, transmit, modify, and/or make derivative works of the Licensed Video, in whole or in part, except as otherwise expressly authorized under these Rules, and (d) does not, and causes the Viewers, Viewer Associates and Licensee Associates not to, use the Licensed Video for any use or purpose other than the Use. Licensee agrees that the Licensed Video and the Intellectual Property Rights are and will remain the sole property of CGA, that CGA, and not Licensee, owns and shall own all right, title, and interest in the Licensed Video and the Intellectual Property Rights, and Licensee agrees not to directly or indirectly impair, contest, challenge or dispute CGA's ownership of the Licensed Video and the Intellectual Property Rights. Each Use of the Licensed Video by Licensee under these Rules shall contain an acknowledgement, approved in advance by CGA, that the Licensed Video and the Intellectual Property Rights are owned by CGA and the Licensed Video is used with permission of CGA under a license granted by CGA. Licensee shall prepare the acknowledgement at Licensee's expense and provide such acknowledgement to CGA for approval, which approval CGA will not unreasonably withhold. Licensee will permit CGA to inspect Licensee's use of the Licensed Video at all reasonable times for compliance with these Rules and will take all actions reasonably requested by CGA to enable such inspections.

**Reservation of Rights.** Except as expressly granted in these Rules, Licensee shall have no right, title, ownership, license, or interest of any kind in the Licensed Video or the Intellectual Property Rights. Nothing in these Rules shall be construed as granting any license, right, title, ownership, or interest to Licensee in any of CGA's other intellectual property, or a license to the Licensed Video or the Intellectual Property Rights for any use or purpose other than the Use. CGA shall have the sole right and ability to file copyright registration applications with the United States Copyright Office and foreign offices in the name of CGA for the Licensed Video, or any derivatives thereof. Licensee shall not object to or contest in any manner CGA's copyright applications or subsequent registrations for the Licensed Video or any derivatives thereof.

**Termination.** CGA shall have the right to terminate the License in its sole discretion upon 180 days prior written notice to the Licensee. CGA shall have the right to terminate the License immediately in the event of breach of these Rules by Licensee and shall provide Licensee prior written notice of such termination. The License granted under these Rules shall automatically terminate upon the earliest to occur of the following: (a) breach of these Rules by Licensee; (b) termination of these Rules for any or no reason; and/or (c) cessation of the Use. Upon termination of these Rules or the License, Licensee shall cease all use of the Licensed Video and, at the option of CGA, either return all copies of the Licensed Video in Licensee's possession or control, or permanently destroy such Licensed Video and all copies thereof.

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**DECLARATION OF COMPLIANCE**

The undersigned hereby declares the following under penalty of perjury:

1. I/we submitted an entry for the Damage Prevention Time Capsule Video Challenge;
2. I/we and such entry complied in all respects with the Damage Prevention Time Capsule Video Challenge Rules (“Rules”) and Documents and Decisions described in the Rules.
3. I/we agree(s) with, accept(s), and is(are) bound by the Rules, the Documents, and the Decisions.

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*[Signature]*

\_\_\_\_\_  
*[Signature]*

Dated: \_\_\_\_\_