

## I am EM-Powered! Public Service Announcement Student Contest

## **OFFICIAL RULES**

**Eligibility**. Subject to the additional restrictions below. the I Am EM-Powered! Public Announcement Service **Student Contest** (the "Contest") is open to legal U.S. residents who are students in grades 4-12 at a public or private middle school, elementary school, high school or after school program in Suffolk County, Nassau County, or the Rockaways, New York. Students participate as teams composed of a minimum of 1 student and a maximum of 4students (a "Student Team"). Employees, independent contractors, and any other persons or companies who receive compensation from **PSEG** Long Island LLC ("Sponsor"), the Long Island Power Authority. D. Barrett Associates ("Contest Director"), or each of their respective affiliates, and the immediate family members (e.g., spouse, parents, step-parents, siblings, stepsiblings, children, step-children) and household members (i.e., share the same residence at least three (3) months out of the year) of all such persons are not eligible to participate in this Contest.

The Contest Entry Period will begin on March 1,2024 at **How to Enter**: 9:00 A.M. (E.T) and ends at 6:00 p.m. (E.T) on May 10, 2024. Each Student Team, composed of 1-4 students, must create a 30-45 second Public Service Announcement video submission ("PSA") on the topic of "Energy Efficiency & Energy Conservation." The PSA must include compelling research- based facts about these topics and a call to action to conserve and promote energy efficiency. To enter, the Student Team's teacher or after school must follow the instructions on the following website to submit the PSA and a completed entry form at www.iamempoweredpsegli.com. Each entry must be accompanied by a statement signed by a school administrator (such as a school principal) or organizational administrator confirming that parents quardians of the Student Team members have authorized the school or organization to submit the entry and to be bound by these official rules. (Please see additional requirements regarding participation in the "Participation" section below.)

All video submissions must be the sole, original work of the Student Team, must be produced in English and must be between 30 and 45 seconds in length. Acceptable file formats include: wmv., Mov., mp4.

Judges may disqualify previously published videos or those that have won in previous contests. Limit one (1) entry per Student Team, and each student may participate in only one (1) Student Team.

Sponsor and Contest Director (collectively, "Contest Organizers") will not be responsible for incomplete, lost, late, misdirected, garbled, inaudible or illegible entries, or for failure to receive entries due to transmission failures or technical failures of any kind, including without limitation, malfunctioning of any network, hardware of software, whether originating with sender or Contest Organizers. Entries that exceed the 45-second time limit or that do not comply with the provisions of these Official Rules will be disqualified. All entries become property of Contest Director and none will be returned. Contestants acknowledge and agree that Contest Organizers shall have the right to edit, adapt, modify, reproduce, publish, promote, create a sound recording of, broadcast, or otherwise display or use all entries in any way Contest Organizers see fit without limitation or compensation to entrants. Contest Organizers further reserves the right to disqualify any entry that is alleged to infringe on any third party's intellectual property rights, or that Contest Organizers, in their sole discretion, deem obscene, offensive, or otherwise inappropriate for viewing by a general audience.

<u>Winner Selection</u>. A panel of judges selected by Contest Organizers will judge all eligible entries according to the rubric located on program site. The twelve (12) Student Teams (ten from grades 4-8 and two from grades 9-10) with the highest cumulative scores will be named the "Student Team Winners". In the event of a tie, tied entries will be re-judged on the same criteria listed below. Decisions of judges and Contest Organizers shall be final and binding in all respects. Judging will be completed on or about May 20, 2024. The teachers or after school leaders who submitted the entries on behalf of the Student Team Winners will be named the "Teacher Winners". The classrooms belonging to the Teacher Winners will be named the "Classroom Winners".

## Prizes and Odds.

**Student Team Winners:** Each member of the winning student teams (1-4 students) will receive an Amazon Gift Card for \$75.

**Teacher Winners**: Each Teacher Winner will receive an Amazon Gift Card for \$100. Limit one (1) prize per person.

Classroom Winners: Each Winning Classroom will receive a \$100 Gift Card to be used with their classroom to celebrate the Student Team's winning entry. Limit one (1) prize per classroom.

Odds of winning depend on the number of eligible entries received. Visa and Amazon are not sponsors of or participants in this promotion.

Winner Notification and Acceptance. The Teacher Winners will he notified by Contest Organizers on or about May 31, 2024. Contest Organizers will contact the Teacher Winners by phone at the number included with the entry form. Contest Organizers will call during regular business at the number provided on entry form. Failure to reach the hours Teacher Winners by phone, after 3 attempts, may result in disqualification of winners, forfeiture of their interest in all prizes, and selection of a substitute winner from among all remaining eligible entries. The Teacher will be required to notify each of their Student Team Winners. Winners may waive their right to receive prizes. Prizes are non-assignable and non-transferable. No substitutions are allowed by the winners. Prizes and individual components of prize packages are subject to availability andContest Organizers reserve the riaht substitute prizes of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes. Winners will be required to complete an affidavit of eligibility/liability certifying that the entrant's submission is entrant's original work, that the entrant owns all rights to the work, that the submission has not previously won an award or prize in a contest and has not previously been published, and that the entrant has complied with the Official Rules of the Contest, and must complete a liability and publicity release (except where prohibited by law) which must be returned as instructed. Failure to sign and return the affidavit and release, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner. Prizes won by minors will be awarded to a parent or legal guardian who must sign any affidavit and releaserequired by Contest Organizers. Except where prohibited, acceptance of any prize constitutes each winner's consent to the publication of his or her name, biographical information, and likeness in any media (including the Internet) for any commercial or promotional purpose, without limitation, or further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will

remain the property of Sponsor.

**Participation**. By participating, students and teachers agree to be bound by these Official Rules and the decisions of Contest Organizers. Contest Organizers reserve the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Contest Organizers. In the event the Contest is compromised by tampering or other causes beyond the reasonable control of Contest Organizers which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Contest Organizers reserve the right, in its sole discretion, to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Contest Organizers reserves the right to award prizes based on the entries received before the termination date. Any questions regarding the number of entries submitted shall be determined by Contest Organizers in their sole discretion. By participating in the Contest, each participant, and their parents and/or legal guardians, hereby agree to: (a) comply with and be bound by these Official Rules and the decisions of the Contest Organizers which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor and its respective parent, subsidiary, and affiliated companies, Contest Director, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry;

and (c) indemnify, defend, and hold harmless the Sponsor and Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize.

Copyright. By entering the Contest, each student and their guardians grant to Contest Organizers a royalty-free and irrevocable right and license to publish, print, edit, display, broadcast or otherwise use the Student Teams' PSA, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. Each student further agrees that if his/her entry is selected by Contest Organizers as a winning entry, he/she will sign any additional license or release that Contest Organizers may require and will not publicly perform or display his or her submission without the express permission of Contest Organizers.

<u>Construction</u>. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any disputes or complaints regarding this Contest will be governed by the laws of the State of New York without regard to its choice of laws provision.

<u>Disputes</u>. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and

(d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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.

EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT A P P L Y TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights a n d obligations of the entrant and Contest Organizers in connection with the Contest, shall <sup>9</sup> be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**Sponsor**. The Contest is sponsored by PSEG Long Island. The decisions of Contest Organizers and the judges regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Contest Organizers will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. For a list of winners (available after May 31, 2024) or a copy of these Official Rules, visit: www.iamempoweredpsegli.com or send a selfaddressed, stamped envelope to "Winners List/Official Rules" (as applicable), I am EM-Powered PSA Student Contest c/o Barrett Associates. 134 Ivy Street, Oyster Bay, NY 11771. If any questions regarding this Contest, please contact: vou colleen@dbarrettassociates.com

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.