Full Sail University Creativity Marathon 2023 Contest

OFFICIAL RULES

- NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.
- THIS IS A SKILL-BASED CONTEST; THIS IS NOT A GAME OF CHANCE. WINNERS WILL BE CHOSEN BASED ON STATED CRITERIA.
- EACH TEAM PARTICIPATING IN THE CONTEST MUST CONSIST OF AN ADULT GROUP MENTOR AND 3-5 HIGH SCHOOL STUDENTS. PRIOR TO SUBMITTING AN ENTRY, EACH GROUP MENTOR IS INDIVIDUALLY REQUIRED TO REGISTER AT HTTPS://GO.FULLSAIL.EDU/CREATIVITY-MARATHON/ENTRY. GROUP MENTORS MUST BE THE FIRST TO REGISTER BY MARCH 3, 2023. HIGH SCHOOL STUDENTS MUST ALSO REGISTER BY MARCH 3, 2023.
- LIMIT ONE (1) ENTRY PER TEAM. ENTRY MUST BE SUBMITTED BY MARCH 25, 2023.
- VOID WHERE PROHIBITED BY LAW.
- THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. BY ENTERING, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO FACEBOOK.
- AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED IF REQUESTED BY SPONSOR.
- SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO USE CONTENT SUBMITTED AS PART OF THE CONTEST.
- BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, A CLASS ACTION WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

OVERVIEW: Full Sail University's Creativity Marathon Contest (the "Contest") is a

video competition in which teams consisting of three to five U.S. high school students

and a group mentor compete against other teams to produce a short video (less than 3 minutes) proposing solutions to help achieve one or more of the goals presented in the United Nations' 2030 Agenda for Sustainable Development.

SPONSOR: Full Sail University, 3300 University Blvd., Winter Park, FL 32792.

ELIGIBILITY: The Contest is open to U.S. legal residents who, as of the date of entry, are enrolled as students in a public or private high school located in the 50 United States (includes DC). Group mentors must be U.S. legal residents who, as of the date of entry, are twenty-one (21) years of age or older. Employees of Sponsor and its respective affiliates, subsidiaries, parent companies, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and vendor agencies involved in the Contest, and the immediate families (spouse, parents, siblings and children) or household members of all such employees, are NOT eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law or regulations. Participation constitutes entrant's full and unconditional agreement to these terms and conditions and Sponsor's decisions, which are final and binding in all matters related to the Contest.

Mentors must register for the Contest between 9:00 A.M. U.S. Eastern Standard Time (EST) on March 3, 2023, and 11:59 P.M. U.S. EST on March 3, 2023. All high school students must register for the Contest between 9:00 A.M. U.S. Eastern Standard Time (EST) on March 3, 2023, and 11:59 P.M. U.S. EST on March 3, 2023.

The deadline for submitting video entries is 11:59 P.M. U.S. EST on March 25, 2023.

HOW TO REGISTER: To participate in the Contest, each team must first register online during the Contest Period at https://go.fullsail.edu/creativity-marathon. Each team must consist of one (1) adult Group Mentor and three (3) to five (5) high school students. PLEASE NOTE: The same adult may serve as the Group Mentor for multiple teams, but each high school student can only participate on one team; no high school students may participate on multiple teams.

To register, Group Mentors should visit https://go.fullsail.edu/creativity-marathon/entry during the Contest Period. Group Mentors must register by 11:59 P.M. U.S. EST on March 3, 2023. Group mentors will be required to provide their legal name, mentor type (e.g., teacher, coach, parent, etc.), email, address, phone number, and will be required to agree to the Official Rules of the Contest. In addition, Group Mentors will be required to provide the legal names, emails, high school names, and high school grade levels of the three (3) to five (5) high school students who will be members of the Group Mentor's team. After the Group Mentor has completed the registration process, each of the three (3) to five (5) high school students on his/her team will also be required to confirm their participation before 11:59 P.M. U.S. EST on March 3, 2023. Specifically, to confirm their participation, high school students will be required to provide their legal name, email, phone number, name of their high school, high school grad year, and will be required to agree to the Official Rules of the Contest. Please note that each team must have at least three (3) high school students in order to be eligible. If less than three (3) high school students confirm their participation on a particular team, that team will not be eligible and any entry submitted by that team will

not be judged. Entries submitted by teams that have not registered per the instructions above will also not be eligible and will not be judged.

VIDEO SUBMISSION PROCESS & CRITERIA: Each team will be required to submit a short video proposing solutions to help achieve one or more of the goals presented in the United Nations' 2030 Agenda for Sustainable Development. To see the goals outlined in the United Nations' 2030 Agenda for Sustainable Development, please visit https://sustainabledevelopment.un.org/post2015/transformingourworld.

Videos must be submitted via Facebook, as described in more detail below, by 11:59

P.M. U.S. EST on March 25, 2023. Videos must not exceed three (3) minutes in length. Videos that are three minutes and one second (3:01) or more in duration will be disqualified and will not be judged. For purposes of clarity, any title screens or credits added to the video must fit within the maximum allotted three (3) minute timeframe. Limit one (1) entry per team; only the first video submitted by a Group Mentor will be considered for that respective team.

Video Submission Instructions: To submit a video, the Group Mentor must go to the Creativity Marathon Contest's Facebook group page at

https://www.facebook.com/groups/creativitymarathon. Once on the Contest's Facebook page, the Group Mentor should submit the video through a Facebook post as described below. Please note that all videos must be posted using public mode and will be available for viewing by the general public.

When submitting the video, Group Mentors must write on the header of the video post: "
Check out our Creativity Marathon 2023 video! #FullSailUniversity

#CreativityMarathon2023 #USA." The Group Mentor must also

write in the comment section of the Facebook video post the following information: the legal names of the high school students who participated on the team, (*ii*) the legal name of the Group Mentor, and (*iii*) text of no more than one thousand (1,000) characters explaining what 2030 Agenda Sustainable Goals are addressed in the video and what problems the proposals presented in the video are intended to help solve. Finally, to complete the submission process, sponsors must login to the official Creativity Marathon platform and submit: (*i*) link to the video submission made by the Group Mentor through the Facebook post in the Creativity Marathon Facebook group, (*ii*) the legal names of the students who participated on the team, Marathon 2023 (*iv*) the city, province and state of the team.

Additional Entry Criteria: All video entries submitted in connection with this Contest must be in one of the following video formats: MP4 or MOV.

Any non-English commentary in the video entry must be accompanied by English subtitles. Entries requiring license or usage rights from any third party are not eligible. Entry may not include any trademarked or copyrighted brand names/logos, except those of Sponsor. Entry cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal, proprietary, or intellectual rights. Entry cannot contain illegal or unlawful material, and must not promote bigotry, racism, harm, or discrimination. Entry must be consistent with Sponsor's reputation in the marketplace and must be suitable for audiences of all ages.

Entries which, in Sponsor's or judges' sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Entries that do not meet these stated criteria, or entries that (in Sponsor's or judges' sole discretion) may technically meet the stated criteria but do not reflect the intent and the spirit of the Contest, are not eligible.

Entry constitutes team members' certification that they are the owner of the entry and are able and authorized to submit it. By submitting an entry, team members agree to indemnify and hold harmless Sponsor and its parent companies, subsidiaries, affiliates, sales representatives, agencies, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in this Contest from any and all claims, damages, expenses, costs (including reasonable attorney fees) and liabilities (including settlements), resulting from or relating to team's submission, or any information supplied or represented to Sponsor by the team members.

Video entries submitted that do not comply with the above entry instructions and/or entry criteria may be disqualified in the sole discretion of the Sponsor.

SELECTION OF PRIZE WINNERS: Entries will be judged by a panel of judges selected by Sponsor, which may include Degree Program Instructors of the Sponsor, High School Outreach leadership staff members of the Sponsor, Marketing leadership staff members of the Sponsor, and Industry Related members invited by the Sponsor based on their work experience and/or expertise in sustainability, filmmaking, and/or script writing.

Entries will be judged on an one-hundred (100) point scale by the panel based on the following ten (10) criteria:

- (i) incorporation of the United Nations' 2030 Agenda Sustainable Development Goals (10%);
- (ii) feasibility of proposed solutions to help achieve stated 2030 Agenda Sustainable Development Goals (10%);
- (iii) originality and creativity of proposed solutions (10%);
- (iv) quality of artistic expression (10%);
- (v) quality and use of framing techniques (10%);
- (vi) quality and use of footage audio (10%);
- (vii) quality and use footage lighting (10%);
- (viii) quality of video editing (10%);
- (ix) quality of script writing (10%); and
- (x) quality and use of video footage (10%).

The judges will score each entry and will select the top six (6) entries based on the stated criteria. The entry receiving the highest score will be designated the potential winner. The next five (5) highest scoring entries will be designated as honorable mentions. All decisions by the judges are final and binding on all entries. In the event of a tie, the tied entry with the highest score in the originality criteria will be used as the tie-breaker. If there is still a tie, the following criteria will be considered, in order, to break the tie: incorporation of the Sustainable Development Goals, quality of video editing, quality of script writing, quality and use of framing techniques, and quality and use of video footage.

Odds of winning depend on the number of eligible entries received and the quality of the entries received.

Group Mentors for the potential winner and the honorable mentions will be notified between, April 1, 2023 and April 30, 2023, by phone, email, or regular mail, in Sponsor's sole discretion, using the information provided during the registration process. The Group Mentors for potential winner and honorable mentions will be required to respond as directed within five (5) business days of notification, or the prize will be forfeited and an alternate winner will be chosen based on the scoring system outlined above. Affidavit of eligibility, prize acceptance form, assignment of rights, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within the reasonable specified time or prize will be forfeited and an alternate winner chosen.

The winner and honorable mentions will be revealed on May 7, 2023in a Virtual Award Ceremony to which all Contest participants and Group Mentors will be invited to and will be streamed through the platform Zoom.

PRIZES & APPROXIMATE RETAIL VALUES (ARV): Each team receiving honorable mention awards will receive a Creativity Marathon 2023 trophy (ARV: priceless). The Group Mentors and high school students from the Regional winning team (1 per participating country) will each receive a \$100 USD gift card and the high school students from the Regional winning team will also receive one (1) complimentary Full Sail Labs Virtual experience week for each student team member. The Regional winning team will also receive a Creativity Marathon 2023 trophy (ARV: priceless). In addition, there will be one (1) Global Creativity Marathon 2023 winning team who will receive a Global Creativity Marathon 2023 team trophy (ARV: priceless). The Group Mentor and high school students from the Global winning team will each receive a GoPro Hero11 Black Bundle (which includes the GoPro Hero11 Black, Magnetic Swivel Clip, Spare Battery, Floating Hand Grip, 32GB SD Card, and Camera Case; ARV: \$459.99).

All taxes, fees, and surcharges on prize are the sole responsibility of the winner. Please note that all GoPro Hero11 Black Bundle prizes for the winning team members will be awarded to the Group Mentor of the team, and Group Mentor will be solely responsible for distributing prizes to team members. Sponsor's responsibility relating to prize fulfillment is strictly limited to providing the prizes to the Group Mentor, and Sponsor will not resolve any intra-team disputes regarding the dissemination of the prizes. For prizes of more than \$600 awarded to an individual in a calendar year, the winner will be issued an IRS Form 1099 for the fair market value of the prize inclusive of sales or other transaction taxes. If requested by Sponsor, affidavit of eligibility, prize acceptance form, tax information, assignment of rights, publicity release, and/or mutually acceptable liability releases may be required where not prohibited. Any and all guarantees and warranties for merchandise prizes are subject to the manufacturer's and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prizes are non-transferable except in the sole discretion of the Sponsor. No substitution or cash equivalent is allowed. Sponsor reserves the right to substitute prizes of the same approximate retail value. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner.

LICENSE TO ENTRY MATERIAL: As a condition of entry, each entrant grants

Sponsor a perpetual, irrevocable, royalty-free, fully sub-licensable and transferable

worldwide exclusive license and permission to use, reproduce, edit, modify and exhibit,

create derivative works of, transmit, distribute, and display the entry, in any and all media formats, whether now known or hereafter developed. With respect to winning and honorable mention entries only, if requested by Sponsor, entrant further assigns all rights, title, and interest in the Entry to Sponsor, including the exclusive right to secure trademark and copyright registrations and other rights for that Entry anywhere throughout the world, the exclusive right to license, exploit, sell, assign, or otherwise dispose of the entry or any of the said rights included therein for any purpose which the Sponsor may see fit, and any and all subsidiary rights to the entry. Entrant will have no right of approval, review, or modification as to the future use, modification, or display of entrant's entry. Entrant shall have no right of compensation from, credit or attribution, or approval over any use of Entry by Sponsor. Sponsor has the right but not the obligation to post any entry for worldwide viewing on the Internet. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized in connection with any entry submitted as part of the Contest. Entrants agree not to issue any publicity concerning Sponsor. Entrants agree that neither Sponsor, nor its agents, shall be responsible for return or preservation of the Entries submitted. All entries that are posted on Sponsor's website or elsewhere may be available to be viewed by the public.

Winning teams agree that, as a condition of any prize award and if requested by Sponsor, all rights, title, and interest in their entries will be transferred exclusively to Sponsor, and agree to execute any additional written authorization, assignment, or other papers requested by Sponsor in connection with the transfer and assignment of rights to the

entry, and any such written papers requested will be required as a condition of obtaining the prize, or another winner will be selected.

<u>PUBLICITY RELEASE</u>: By entering, entrants authorize the Sponsor to post their entries on the Sponsor's webpage for viewing by a world-wide audience. Except where prohibited, acceptance of a prize constitutes winners' consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent. Submission of content to be posted online constitutes permission for same.

RELEASE: By entering, entrant agrees to accept and abide by the Official Rules of this Contest and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or award of prize shall be submitted to Sponsor, whose decision shall be binding and final. By participating, entrants release Sponsor, Facebook, and their respective subsidiaries, affiliates, partners, employees, directors, and agents from any and against any and all injury, loss or damage including but not limited to, personal injury, death or damage to or loss of property, caused or claimed to be caused by participation in the Contest. Entrant hereby agrees to defend, indemnify and hold harmless Sponsor and its respective officers, directors, employees, agents, parent companies, affiliates, subsidiaries, licensees, successors, assignees, against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of this document, including, without limitation, Entrant's representations and warranties.

ADDITIONAL RULES: Entrant represents and warrants that: (i) he/she is the sole and exclusive owner of all rights to the entry submitted as part of the entry process, including

without limitation all copyrights therein (ii) he/she is the individual producing the entry; and (iii) the entry will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal or property right of any person or entity. Sponsor is not responsible for: (i) lost, late, stolen, misdirected, damaged, garbled, or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Contest.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute

discretion, to modify, cancel, or suspend this Contest, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is severely undermined by any event including but not limited to fire, flood, epidemic, wide-spread illness, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without further obligation. If Sponsor in its discretion elects to so abbreviate the Contest, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date.

DISPUTES / CHOICE OF LAW: EXCEPT WHERE PROHIBITED, EACH
ENTRANT 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 STATE
OR FEDERAL COURTS SITUATED IN FLORIDA, (2) ANY AND ALL CLAIMS,
JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OFPOCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES, (3) NO
PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES,
INCLUDING, WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED

(COLLECTIVELY, "SPECIAL DAMAGES"), AND (4) ENTRANT HEREBY
WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO
SUCH DAMAGES MULTIPLIED OR INCREASED. FLORIDA LAW, WITHOUT
REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE CONTEST AND ALL
ASPECTS RELATED THERETO.

PRIVACY: As a condition of entering the Contest, each entrant agrees his or her personally identifiable information submitted as part of an Entry will be used to administer the Contest, select prize winner, and fulfill prize. Such information may be shared with Sponsor's agents and affiliates as necessary to administer the Contest, confirm Winner identity or materials, and fulfill the prize. Information will be treated in accordance with Sponsor's Privacy Policy available at https://www.fullsail.edu/policies-and-guidelines/your-privacy-rights.

WINNER'S LIST: To receive any legally-required name of the winner, send a legal-size, self-addressed, stamped envelope within sixty (60) days of the end of the Contest to: Full Sail University - Creativity Marathon Contest — Winners' List, c/o International Office - 3300 University Blvd., Winter Park, FL 32792. Winner's List to be available after April 3, 2023.