

# I AGREE TO THE OFFICIAL PROJECT GREEN CHALLENGE FINALS RULES

## Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

By entering this Challenge, Participants accept and agree to be bound by these Official Rules, as well as any rules or requirements, including the Terms of Service, posted on the PGC Website ([www.projectgreenchallenge.com](http://www.projectgreenchallenge.com)), or in connection with any Challenge Task. Any violation of any of these rules or terms may result in disqualification. All decisions of the judges regarding this Challenge are final and binding in all respects.

### 1. CHALLENGE FINALS

If you are selected as a PGC 2018 finalist, your Challenge period begins on November 1, 2018 and ends on November 19, 2018.

### 2. ELIGIBILITY FOR CHALLENGE FINALS

Only students who are enrolled in high school, college, or graduate school are eligible to be selected as a Challenge Finalist. Students must be at least 16 years old by October 1, 2018. To be eligible as a Challenge Finalist and awarded a Prize Package, participant must be available to travel to San Francisco on the morning of November 14 and return home early morning November 19. **If you are unable to travel, please do not submit an application.** If you are a minor and selected as a finalist, you must have signed permission from your parent or legal guardian in order to travel to San Francisco and participate in the PGC Challenge Finals. You must also be able to travel on your own.

### 3. HOW TO APPLY

Beginning on October 29, 2018 at 6am PT through October 31, 2018 @ 6:00 am PT, participants can apply for the Project Green Challenge Finals. If you have been participating as a team, **only one team member may represent the team.** That person should be the one filling out the application. The prize package will be awarded to that person as the representative of the team. **Participants will be asked to complete the following as part of their final exam;**

- – Green **An Exit Survey** ([due by October 30 by 6am PT](#))
- – Greener **Hi Res Head Shot / Head to Toe Photo and Bio** ([due by October 30 by 6am PT](#))
- – Greenest **Final Exam** ([due by October 30 by 6am PT](#))
- – Extra Credit **A reflective Video 3-5 minutes in length** highlighting

your PGC experience. (due by October 31 by 6am PT)

#### **4. JUDGING CRITERIA**

The judging criteria to determine PGC 2018 finalists is based on the following:

- total number of points accrued over the 30 days
- depth and quality of work submitted by each participant
- thoughtfully created content
- number of wins
- final exam
- final video recap

#### **5. WINNER SELECTION AND NOTIFICATION**

Only one student from each school will be selected as a Challenge Finalist. – PGC 2018 Challenge Finalists will be notified by 9 pm PT on **November 1, 2018**.

- Finalists (either an individual participant or a team leader) will be notified by email and will be **required** to confirm their attendance at the PGC Finals by email or phone within **24 hours**. If the potential finalist does not respond within 24 hours, he/she forfeits their spot at the Challenge Finals, and an alternate finalist will be selected based on the judging criteria.
- Upon contacting a finalist and determining that he/she has met all eligibility requirements for the PGC Finals, including a liability release, parental permission if a minor, and availability to travel to San Francisco from 11/14-11/19, such individual will be declared a "Challenge Finalist".

#### **6. PRIZE DESCRIPTION**

PGC 2018 Grand Prize and Finalist Prizes

A list of the Grand Prize and Finalist Prize packages are featured [here](#). Should any of the prizes become unavailable, the Sponsor may select another prize of equal or greater value. A full list of prizes will be available on November 14.

#### **7. TAXES**

All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility. A potential winner will be required to provide tax reporting information prior to the award of the prize.

#### **8. CHALLENGE SUBMISSIONS REQUIREMENTS AND PERMISSIONS**

By making a Submission to the Challenge, you represent and warrant that:

(a) all information that you have provided in the registration or the Submission is and

will remain true, accurate, and complete;

(b) the Submission is your or your team's original, sole work and is owned solely by you (or your team as a whole);

(c) you have the full right to grant all rights and licenses for Sponsor or its designees to display the Submission, including on the Internet, and to otherwise use the materials provided in the Submission;

(d) the Submission and the use thereof by Sponsor and its respective designees, do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, publicity, or other intellectual property rights or other rights of any third party; and

(e) the Submission is not confidential or private and does not contain any confidential or private information. You further represent and warrant that any person depicted in the Submission (or, if a minor, the minor's parent or guardian) consents to Sponsor's use of the Submission and you will obtain and provide appropriate written releases as required by Sponsor promptly upon request. By making a Submission to the Challenge, you grant Sponsor an exclusive, world-wide, royalty free, fully paid-up, perpetual, irrevocable, transferable, and fully sub-licensable license, without additional consideration to you or any third party, to: (a) reproduce, distribute, transmit, perform and display (publicly or otherwise) and otherwise use and exploit (and have others exercise such rights on behalf of Sponsor) your Submission, any ideas accompanying, related to, or embodied in your Submission, and any materials embodying, incorporating, or derived from your Submission, in any format or media now known or hereafter developed (including without limitation Internet, cable, satellite, and wireless media); (b) adapt (including edit, modify, translate, and reformat) your Submission, create derivative works from your Submission, and incorporate your Submission into other works or into Sponsor's or its designees' products or services; (c) use your Submission for the purpose of promoting Sponsor and for any other advertising or promotional purposes; and (d) exercise all other copyright, trademark, publicity and other proprietary rights with regard to your Submission.

## **9. NO PRIZE TRANSFER OR SUBSTITUTION**

No prize or any portion thereof is transferable or redeemable for cash or any other instrument of value. Any portion of the prize that is not used is forfeited. There will be no substitutions for a prize, except in Sponsor's sole discretion.

## **10. CONSENT AND RELEASE**

By participating in the Challenge, each participant releases and discharges the Sponsor, judging organization (if applicable), Facebook, Inc., Twitter, Pinterest, Instagram, and any other party associated with the development or administration of this Challenge, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and

all liability whatsoever in connection with this Challenge, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Challenge, and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility and compliance with rules, tax reporting documents, and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within two (2) days from the date that Sponsor provides such documents to the potential winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip). Travel provided by Sponsor is only for enrolled high school and college students.

If winner is registered as a team, only one member of the team, will be awarded the prizes and is eligible to attend the Challenge Finals in Marin County, California.

## **11. DISCLAIMERS**

(i) Registrations or submissions that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere, will not be eligible. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business,

educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Submission process or the operation of the Challenge or the PGC Website; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of

criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Use of bots or other automated process to participate is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Challenge if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort; notifications of cancellation, termination or modification will be posted on the PGC Website. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Challenge, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Challenge based upon such error at its sole discretion without liability. (v) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS CHALLENGE OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

## **12. APPLICABLE LAWS AND JURISDICTION**

This Challenge is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of California. All disputes arising out of or connected with this Challenge will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Marin County, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Challenge and shall not include any indirect, punitive, incidental and/or consequential damages.

## **13. PRIVACY**

Information provided by participants during the registration process will be treated in accordance with Sponsor's Privacy Policy ([turninggreen.org](http://turninggreen.org)) except that a potential winner's contact information may be provided to a partner or prize provider solely for purposes of prize fulfillment.

## **14. SPONSOR**

This Challenge is sponsored by Turning Green, 2330 Marinship Way | Suite 205 | Sausalito, CA 94965 | 415.289.1001