

USA Science & Engineering Festival ("USASEF") Kavli Science Video Contest Official Rules:

1. **ELIGIBILITY:** The **USA Science & Engineering Festival Kavli Science Video Contest** is open to U.S. K-12 students who are 5-18 years of age, and are legal residents of the 50 United States or the District of Columbia (excluding residents of Puerto Rico). All federal, state and local laws and regulations apply. Winners are subject to validation by USA Science & Engineering Festival. Proof of parental consent will be required before prizes can be awarded to participants younger than 18 year of age.

2. JUDGING/WINNER:

Judging will be by a panel of distinguished judges to be determined by the USA Science and Engineering Festival organizers. All entries will be viewed and judged by 7/31/2010.

The potential winners will be notified by e-mail on or about **August 15, 2010**, and may be required to execute and return an Affidavit of Eligibility/Release/Prize Acceptance Form within fourteen (14) days of attempted notification. Each participant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. The winners may also be asked to provide a high resolution hard copy of their media file for promotional and display purposes. If the winner cannot be contacted within [7] calendar days of first notification attempt, if prize or prize notification is returned as undeliverable, if winner rejects his/her prize or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. **JUDGES' DECISIONS ARE FINAL ON ALL MATTERS.**

3. **TIMETABLE:** Promotion Contest begins April 01, 2010 at 12:01 am Eastern Standard Time ("EST") and ends on May 31, 2010 at 11:59 pm EST (the "Contest Period"). Administrator's computer system shall be the official timekeeping device for this Contest.

4. HOW TO ENTER:

Students must complete the registration form on the USA Science & Engineering Festival website. In addition, students must upload their video on SciVee. Instructions are given on both websites.

Once the video is submitted and approved, the video will be live on the Scivee website. USASEF or SciVee are not responsible for lost, late, ineligible, or incomplete entries or entries not received for any reason. USASEF may reproduce entries for use in promoting this contest, any aspect of USA Science and Engineering Festival, or science festivals nationwide. By entering, entrant warrants that his or her entry (1) is original and does not infringe the intellectual property rights of any third party, (2) has not been published in any medium or (3) has not won an award.

5. **PRIZES:** Cash prizes are to be used to enhance science education efforts at the student's school. **ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** Prizes are awarded without warranty, express or implied, of any kind.

6. WINNING ENTRIES: There will be one (1) 1st prize, one (1) 2nd prize and one (1) 3rd prize. In addition, there will be one (1) Public Choice prize. The top videos from this year's competition will also be shown during this year's 2010 USA Science & Engineering Festival, to take place in Washington, D.C. on the National Mall October 23 & 24, 2010. The top videos, or portions thereof, may also be used for promotional purposes, including TV commercials to be aired in collaboration with USA Science & Engineering Festival media partners.

7. CONDITIONS OF PARTICIPATION: Participation in any part of the contest constitutes full and unconditional acceptance of these Official Rules and the decisions of the contest judges. No transfer, assignment, or substitution of a prize permitted, except USASEF reserves the right to substitute prize (or prize component) for an item of equal or greater value at USASEF discretion. Nothing in these official contest rules shall obligate USASEF to publish or otherwise use any entry submitted in connection with this Contest. All federal, state and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules, the SciVee Terms of Use, and by the decisions of USASEF which are final and binding on all matters pertaining to this Contest. By entering, Entrant represents and warrants that any videos and other materials submitted as part of Entrant's contest entry are original and will not constitute defamation or an invasion of privacy or otherwise infringe upon the rights of any third party, and that the Entrant owns or has the rights to convey any and all right and title in such videos and other materials. In addition, by entering, Entrant grants to USASEF an exclusive, non-revocable worldwide, royalty-free, perpetual license to edit, publish, promote, produce, publicly display, sell, republish, alter, edit, and make derivative works at any time and otherwise use entrant's submitted video, along with entrant's name, likeness, biographical information, and any other information provided by entrant, in any and all media, now existing or developed in the future, for any purpose, including without limitation editorial, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law).

Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. Acceptance of the prize constitutes permission for USASEF and its agencies to use Winner's name and/or likeness, biographical information, and video for advertising and promotional purposes without additional compensation, unless prohibited by law. By entering and/or accepting prize, entrants and winners agree to hold USASEF, SciVee, and their promotional partners, its directors, officers, employees and assignees harmless for liability, damages or claims for injury or loss to any person or property relating to, in whole or in part, directly or indirectly, their participation in this Contest, the videos submitted, the acceptance and/or subsequent use or misuse, or condition of any of the prizes awarded, or claims based on publicity rights, defamation, invasion of privacy, or copyright or trademark infringement. False or deceptive entries or acts, as determined by USASEF in its sole discretion, will render the Entrant ineligible. USASEF, in its sole discretion, reserves the immediate and unrestricted right to disqualify any entrant or prize winner, if either commits or has committed any act, or has been involved or becomes involved in any situation or occurrence which USASEF deems likely to subject USASEF, entrant or winner to ridicule, scandal or contempt or which reflects unfavorably upon USASEF in any way. If such information is discovered by USASEF after

a winner has received notice of his prize and before the prize is awarded, the prize may be rescinded in its entirety. If a portion of his/her prize has already been awarded, the remainder of the prize that has been fulfilled may be withdrawn. Decisions of USASEF are final and binding in all matters related to this paragraph. USASEF is not responsible for any typographical or other error in the printing of the offer, administration of the contest, or in the announcement of the prize.

8. INTERNET: Neither USASEF nor SciVee is responsible for lost or late entries nor for electronic transmission errors resulting in 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 or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by USASEF, SciVee, or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering (including by way of example automated voting), unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, USASEF reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process or any entry that has been the subject of such tampering by third parties, and to cancel, terminate, modify or suspend the contest. USASEF reserves the right to select winners from eligible entries received as of the termination date. CAUTION: Any attempt by a contestant to deliberately damage any Web site or undermine the legitimate operation of the game is a violation of criminal and civil laws and should such an attempt be made, USASEF reserves the right to seek damages from any such contestant to the fullest extent of the law. If there is a dispute as to the identity of the Entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned.

9. GOVERNING LAW: This Contest is governed by the internal laws of the State of California without giving effect to any conflicts of laws rules which may result in the application of the law of any other jurisdiction. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the City of San Diego.

10. SEVERABILITY: If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.