

## CES® 2022 Innovation Awards Program Official Rules

The CES Innovation Awards Program (“Program”) is a contest owned and produced by the Consumer Technology Association (CTA)® located at 1919 South Eads Street, Arlington VA 22202. The Program annually celebrates outstanding product design and engineering in brand-new consumer technology products. These Official Rules summarize the high-level requirements and rules of the Program. The terms of the Official Rules are binding. Void where prohibited or restricted by law.

**Application Dates:** Applications are accepted August 4, 2021 through 11:59:59 PM EDT September 10, 2021 (“Application Dates”). Applicants will be notified in mid-October, 2021 via email of their status.

**Eligibility and Requirements:** Program is open to any product that fits within one of the designated Innovation Awards product categories. For purposes of the Program, “Product” is defined as hardware or software intended for consumer use or other consumer-oriented technologies. Product may include services such as research and development, original equipment manufacturer and business to business products. For purposes of the Program, “Applicant” is defined as the company, person and/or representative submitting the online application.

- Product submitted must be available in the market for the first time between April 1, 2021 and April 1, 2022.
- Product submitted in previous years is not eligible for resubmission unless significant unique and innovative enhancements have been made to the original product and a new model is submitted. CTA reserves the right to disqualify entries at its sole discretion where significant improvements have not been made to a product submitted in a prior year. If Product of a similar model previously submitted is disqualified, entry fees will not be refunded.
- Product, including audio, video and/or live content, must be appropriate for a general audience. Explicit or simulated sex, virtual pornography, nudity and violence are prohibited. CTA, in its sole discretion, may determine if Product is not eligible for consideration.
- Applicant must be eligible to exhibit at CES 2022 to be eligible to submit Product, however, Applicant does not have to be an exhibitor to enter Program. If Applicant is not eligible to exhibit at CES 2022, CTA reserves the right to disqualify Applicant at its sole discretion, and entry fees will not be refunded.
- Applicants on the United States Supplement No. 4 to Part 744 of the Export Administration Regulations (Entity List) or who are Canadian Listed Persons (collectively “Listed Entities”) for human rights violations are not eligible for entry. Applicant represents and warrants that it is not a Listed Entity. CTA reserves the right to disqualify the Applicant at its sole discretion without refund if Applicant is or becomes a Listed Entity.
- Product currently in crowdfunding or other funding websites is eligible to submit if it has a planned date to be available in the market for the first time between April 1, 2021 and April 1, 2022. Pre-sales are not considered as a product launch.
- Applicant must submit one (1) completed application per Product and pay the non-refundable application fee.

- Product must be submitted into the relevant product category. Category descriptions may be found [online](#).
- Product may be submitted into a maximum of three (3) product categories and is eligible to win in each category entered, provided it meets the requirements for the product category and a separate application fee is paid for each category submitted.
- If improperly categorized, Product may be moved to a different category based on recommendations of the judging panel, without consent from Applicant.
- A minimum of two (2) different high-resolution Product images must accompany each entry. Images must be submitted in a .jpg or .png format and be less than 10MB. If entering an intangible Product, Applicant may submit screenshots or diagrams. All images must be submitted via the online application.
- Applicant representative must be 18 years of age or older at the time of entry (19 years of age or older in Alabama and Nebraska) and authorized to submit the Product on behalf of Applicant.

**How to Enter:** Submit an application on the [CES.tech website](#) during the application dates. Forms submitted by email or hard copy will not be accepted. Entry fees must be paid online at the time of submission using a credit card. Check and invoice payments are not accepted. Any application not paid in full by 11:59 PM EDT September 10, 2021 will be disqualified. It is Applicant's responsibility to choose and verify the correct submission rate based on the Applicant's current exhibitor and/or CTA member status. If an incorrect submission rate is chosen and paid at the time of entry, Applicant is subject to disqualification if the balance has not been rectified by September 30, 2021. If an incorrect submission rate is chosen and paid for, CTA reserves the right to invoice Applicant for the remaining amount due. If Product is not awarded as an honoree, Applicant remains subject to the full amount due and is expected to rectify the balance upon receipt of invoice.

**Entry Fees:** Entry pricing is \$750 per submission. If Applicant is both a CES 2022 exhibitor and a current CTA member, entry pricing is \$350 per submission. Starting August 31, 2021 at 12 AM (Midnight) EDT, entry fees increase to \$950 per submission or \$550 if Applicant is both a CES 2022 exhibitor and current CTA member.

If Applicant is not a CES 2022 exhibitor and/or current CTA member at the time of submission, Applicant may become an exhibitor and/or CTA member and request a refund of the difference in entry pricing per submission up until December 1, 2021.

Entry fees are non-refundable and non-transferable.

**Honoree Selection:** A panel of industry expert judges review applications in each product category based on the set of criteria below and the top scoring Products are designated as a honorees.

- **Engineering:** Describe the engineering and functionality of the Product and how they relate to the Product's intended use. Note: This may include materials, components, distinctive features, details about user value, processes used to fabricate the product, or proprietary algorithms.

- **Design:** Describe the Product's aesthetic and design qualities. Note: This may include, functions and how they relate to user benefit, materials, components, ecological impact, platform(s) on which you intend to run, and/or channel(s) through which it is distributed.
- **Innovation:** List up to three (3) key points about the Product and what makes it unique. Note: This may include innovative features, life-changing technology, patents or licensing of the technology or other reasons why it deserves an award.

Program recognizes two (2) levels of honorees among the product categories:

- **Honoree:** The top-scoring products in each category.
- **Best of Innovation:** The highest-rated products in Program. Best of Innovation in each category is not guaranteed.

To evaluate an entry, CTA or Program judges may ask for additional information.

The opportunity to be selected as an honoree is dependent on the number of eligible Products received. Award designation is subject to proof of current and continued compliance with Official Rules and approval by CTA.

#### **Award Timeline:**

- **September 10, 2021:** Applications due
- **Mid-October:** Applicant notified of award status via email
- **Early-November:** Best of Innovation notified via email

#### **Reveal of Innovation Award Honorees:**

Innovation Award honorees are revealed to the public by listing on the Innovation Awards page on CES.tech based on the following schedule.

- **October 14, 2021:** Honorees from Denmark, Estonia, Finland, Germany, Netherlands, Belgium, Norway, Sweden and United Kingdom are revealed during CES Unveiled Amsterdam
- **October 19, 2021:** Honorees from France are revealed during CES Unveiled Paris
- **November 11, 2021:** All other honorees and Best of Innovation are revealed during CES Unveiled New York
- **January 3, 2022:** Honorees who select in their application to keep their award confidential are embargoed and revealed on this date.

For a list of honorees (available after January 3, 2022), send a request with a self-addressed, stamped envelope to Consumer Technology Association, CES Innovation Awards Program, 1919 S. Eads St., Arlington, VA 22202.

#### **Award Benefits:**

- CTA will provide the appropriate logo and usage rights for the award(s) granted. Honorees must abide by the appropriate logo usage guidelines.
- Innovation Awards trophy
- Industry-wide recognition through Program's media promotion

- Exposure on CES.tech, the official CES website
- Opportunity to display honored Product in the Innovation Awards Showcase at CES 2022. Note: product display for official in-person CES 2022 exhibitors only
- Best of Innovation listing in the January/February issue of *It Is Innovation (i3)*, CTA's flagship publication.

If Applicant is a CES 2022 exhibitor, one (1) sample of the honored Product (prototype or final product) may be required for display in the Innovation Awards Showcase at CES 2022, January 5-8, 2022 in Las Vegas, Nevada. Best of Innovation Honorees may be required to provide a sample to be held by CTA for up to one (1) year.

Total estimated maximum ARV of all awards: \$35,000. Program awards are non-transferable prizes. No cash redemptions. No substitutions, except that CTA reserves the right to substitute an award of equal or greater value. All awards will be granted provided they are properly claimed in accordance with these Official Rules and a sufficient number of eligible Products are received.

**Privacy Statement:** CTA is collecting information ("Data") in the application for the purpose of entering Program. CTA will collect and process this Data in the United States pursuant to these Official Rules and the legitimate interests of CTA for Program entry. In order to enter Program, this information is required. By submitting information in the application, Applicant consents to the Data being processed and used for the specific purposes set forth below:

- Data Administrator: Consumer Technology Association, 1919 S. Eads Street, Arlington, Virginia 22202, USA.
- Personal information collected includes: Applicant's name, phone number, mailing address and email address
- CTA will retain this information for seven (7) years.
- Data will be used to send transactional emails and correspondence directly related to the Program and to process Program applications.
- The Data may be shared within CTA including, but not limited to use for outreach on CTA membership and CES sales, promotional purpose through CES marketing and communications and will be shared with third parties directly related to Program as detailed in the next point.
- The Data will be shared within the United States with CadmiumCD located at 19 Newport Drive, Ste. 101, Forest Hill, Maryland 21050, as the data processor for Program. The Data will be shared with Program judges for honoree evaluation. The Data will be shared with CTA's *It Is Innovation (i3)* team and agents under contract via confidential and secure methods for the purpose of marketing opportunities for the publication. The Data may be shared with agents under contract with CTA, including Freeman, via confidential and secured methods as part of the CES Innovation Awards-related display opportunities. CTA may disclose Data to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

- Data is collected and processed with appropriate security following applicable data privacy and protection laws/regulations.
- CTA's full [Privacy Policy](#) is incorporated into these Official Rules.
- If Applicant needs to correct information or obtain a copy of the information submitted, Applicant may send a verifiable request to [Privacy@CTA.tech](mailto:Privacy@CTA.tech). If Applicant resides in the European Union or California and requests access to or deletion of submitted information, send requests to [Privacy@CTA.tech](mailto:Privacy@CTA.tech) and CTA will follow GDPR and CCPA regulations. A request for deletion of submitted information will render that entry ineligible for the Program as CTA requires certain information to process and retain Program applications. Voluntary withdrawals of this nature will not receive a refund.

If Applicant is entering personal information on behalf of anyone other than themselves, they represent that they are authorized to complete the Program application and that the information provided is accurate. Applicant agrees to be solely liable for damages as a result of any information provided. Applicant agrees to indemnify and hold harmless CTA, its officers, directors, employees, agents and affiliates from all liability, damages, judgments and costs (including reasonable attorneys' fees) for any claims brought by or on behalf of any third party arising from conduct, misconduct or negligence in completing a Program entry on another's behalf.

**Rights Granted to CTA:** CTA reserves the exclusive right to interpret all conditions regarding Program without claim for damage or recourse of any kind. Except where prohibited and subject to confidentiality limitations, by entering Program Applicant agrees that CTA may use information submitted through the application process (excluding PII), including but not limited to company name, detailed description of company/product, product name, website and/or images of product ("Submission Features") throughout the world, in perpetuity, in any media, without limitation or compensation to Applicant. By entering the Program, Applicant waives privacy/publicity rights and other legal or moral rights that might preclude CTA's use of the Submission Features, and Applicant agrees not to sue or assert any claim against CTA relating to their use of the Submission Features.

Applicant selected as an honoree grants CTA permission, without compensation or prior approval, to use its Submission Features in promoting this or similar awards programs in the future.

**Restrictions and Additional Information:** By entering, Applicant agrees to abide by these Official Rules and the decisions of CTA, which will be final and binding on all matters relating to Program. By entering, Applicants agree to waive any right to claim ambiguity or error in these Official Rules.

- i. Employees of CTA, its subsidiaries, sales representatives, advertising, promotion and all other service agencies involved with design, execution or fulfillment of Program, and members of the immediate families (defined for these purposes as parents, children, siblings, spouse and domestic partners) or households (whether related or not) of any of the above are not eligible to participate.
- ii. CTA and its clients, officers, directors, agents and employees are not responsible or liable for: (1) garbled, illegible, incomplete, damaged, misdirected, late, lost or failed entries; (2) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (3) errors or delays in transmission; (4) any condition caused by events beyond the

- control of CTA which may cause Program to be disrupted or corrupted; (5) any losses or damages caused by participation in Program or acceptance or use of the prize; or (6) any printing or typographical errors in any materials associated with Program.
- iii. By applying to Program, Applicant represents and warrants that (a) they own all rights in Product or has the necessary licenses to intellectual property used in Product; (b) Product does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; and (c) Product does not contain any defamatory, libelous, illegal, dangerous or sexually-explicit material. It is Applicant's responsibility to properly attribute any and all trademarked or copyrighted terms used in their application.
  - iv. CTA reserves the right to limit, restrict, or disqualify participation in Program at any time for any reason. Specifically, CTA may prohibit Applicant from participating in Program, in its sole discretion, if Applicant fails to follow the Official Rules or act: (a) in a manner it determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or CTA; in a manner that endangers the safety or well-being of any person; or (c) in any other disruptive manner. CTA decisions are final and binding.
  - v. CTA reserves the right to rescind any awards granted to Applicant who has misrepresented their application or Product.
  - vi. CTA reserves the right in its sole discretion to cancel, terminate or suspend Program should electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes beyond the control of the CTA and its agencies corrupt or affect the administration, security, fairness or proper play or conduct of Program.
  - vii. By applying to the Program, Applicant agrees they may not state or imply that CTA has endorsed the Product, imply that the Product was tested, or its scientific principles were validated as part of the Program. Furthermore, Applicant may not state or imply that the Innovation Award logo or award is certification of the safety and efficacy of the product or any claims made concerning the product or that any product, family or series, or other product other than the product specifically honored is a recipient of the award.

**Disputes and Governing Law:** By participating, Applicant permanently and irrevocably releases, indemnifies, and holds harmless, CTA and its officers, directors, employees, partners, agents, contractors and all others associated with the development and execution of Program ("CTA Indemnified Parties") from and against any injury, loss, damages or costs incurred by CTA Indemnified Parties, including court costs and reasonable attorney's fees, caused or claimed to be caused by Applicant's participation in the Program and/or the acceptance, awarding, receipt, use and/or misuse of the award, including without limitation intellectual property disputes, personal injury, death, and/or property damage. Applicant agrees that CTA is not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to Program and/or the award(s). If Product, samples of the Product, or any other company materials are supplied to CTA for inclusion as part of CES Innovation Awards-related display opportunities, Applicant and its affiliates agree that CTA and/or a CTA Indemnified Party is not liable for any claim, liability, loss, damage or expense to the supplied samples or materials with the exception of gross negligence or intentional misconduct on the part of CTA. Applicant must insure Product for full value. Further, Applicant agrees that if they fail to retrieve Product, samples of the Product or any other company materials supplied to CTA for inclusion as part of the CES Innovation Awards-related display opportunities, CTA reserves the right to discard Product samples of Product or any other company materials supplied after reasonably attempting to contact Applicant to return said items to their possession. In the event that the preceding release and indemnity clauses are

determined by a court of competent jurisdiction to be invalid or void for any reason, Applicant agrees that, by entering Program, (i) any and all disputes, claims, and causes of action in connection with Program, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering Program, but in no event attorney's fees; and (iii) Applicant hereby waives all rights to claim, indirect, punitive, incidental, special, exemplary or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Applicant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of CTA or Applicant in connection with Program, shall be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules. Applicant consent to the exclusive jurisdiction of the State and Federal courts in the Commonwealth of Virginia.