

CTA® Foundation “Eureka Park® Accessibility Contest” Official Rules

“EUREKA PARK ACCESSIBILITY CONTEST” SPONSORED BY THE CONSUMER TECHNOLOGY ASSOCIATION (CTA) FOUNDATION IS OPEN ONLY TO LEGAL, AGE OF MAJORITY U.S. RESIDENTS RESIDING IN THE U.S. AND CANADIAN RESIDENTS (EXCLUDING QUEBEC) RESIDING IN CANADA AT THE TIME OF ENTRY. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHEREVER PROHIBITED.

These CTA Foundation “Eureka Park Accessibility Contest” Official Rules (the “Contest Rules”) summarize the requirements and rules of the Contest. The Contest Rules are binding on entrants and will co-exist along with the CES® 2023 Exhibit Space Contract signed between CTA and the selected winners.

1. **Contest Dates:** The Contest begins 12:00:00 AM EST August 16, 2022 and ends 11:59:59 PM EST September 15, 2022. Five (5) winners will be selected by a panel of judges and the winners be announced by October 14, 2022.
2. **Contest Sponsor:** CTA Foundation, 1919 S. Eads St., Arlington, VA 22202.
3. **Prize Provider:** CTA Foundation and Consumer Technology Association® (CTA).
4. **Eligibility:** Contestants may submit one (1) entry per Eureka Park eligible company. This Contest is open only to persons who, as of date of entry are legal residents of one of the 50 United States the District of Columbia, or Canada, excluding Quebec. Contestants must have reached the age of majority in their respective state, province or territory of residence at the time of entry. Employees, contractors, and directors, of the CTA Foundation or CTA, its subsidiaries, sales representatives, advertising, promotion and all other service agencies involved with design, execution or fulfillment of this Contest, and members of the immediate families (defined for these purposes as parents, children, siblings, domestic partner and spouse) or households (whether related or not) of any of the above are NOT eligible to participate.
5. **How to Enter:** Contestants must submit an online entry via the form on the CTA Foundation website, complete all required information, and follow the Entry Requirements in Section 6 of these Official Rules. No third-party entry or entry through sweepstakes service permitted.
6. **Entry Requirements:**
 - *What to Submit:* The online form entry answering all of the questions, including a link to a video no longer than three (3) minutes introducing: 1) the company; 2) the technology that will be displayed at CES 2023; and 3) how it meets the judgment criteria outlined in Section 7.
 - *Language:* English
 - *Eureka Park Company Eligibility:* This Contest is open to startup companies with technologies that improve the lives of older adults and/or people with disabilities (technology does not need to be exclusively marketed to these communities). Companies must meet the criteria to exhibit in Eureka Park as listed at <https://www.ces.tech/Exhibitors/Exhibits-and-Meeting-Space/Apply-to-Exhibit-at-Eureka-Park/Eureka-Park-Entry-Criteria.aspx>. These include that if the company has launched its first product, it must have launched on or after January 1, 2022, technology must be demonstrable as a prototype or software mockup, and must be a first-time exhibitor or a second-time exhibitor in Eureka Park.

- *Copyright:* Your video post must be your own original work and property and may not contain any commercial copyrighted images. By entering the Contest, you represent and warrant that (a) your video post is your original work and that you own all rights, including copyright rights, in your video post; (b) You have the rights to give CTA Foundation permission to use the video per Section 9; (c) Your video post does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (d) Your video post does not contain any defamatory, libelous, indecent, illegal or obscene material; and (e) you have obtained permission from each person whose name, image, or likeness (collectively, "Likeness") included in your video post, such person(s) have granted you all necessary rights to use their Likeness as described in these Official Rules, and you can make written copies of such permissions available to the Sponsor upon request. (If the Likeness of a minor is included in your video post, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's Likeness.)
- *Exhibit Space Contract Agreement:* If selected as a winner, you must agree to sign and return a CES 2023 Exhibit Space Contract with CTA to reserve your booth space in the Eureka Park exhibit area at the CES 2023 in Las Vegas, Nevada on January 5-8, 2023.

7. **Winner Selection:** A panel of CTA and CTA Foundation judges will select five (5) winners. Winners will be selected by evaluation ranking based on four (4) qualifications: 1) The technologically innovative nature of the product; ; 2) Engineering qualities including the feasibility of the product working and going to market; 3) The technologies' impact/ability to improve the lives of older adults and/or people with disabilities; and 4) Aesthetic and design qualities. Judges will rate each product on a scale from one to five for each of the qualifications and will add the scores in each qualification for a total score. The top ten scores from each judge will be submitted to the CTA Foundation. The CTA Foundation will then assign points based on total scores submitted from judges' ballots (entries get 10 points for being highest/first (1st) on a judges submitted ballot, 9 points for second (2nd), 8 points for third (3rd), etc). The Contestants with the five (5) highest scores overall will be selected as winners. In the event of a tie for the fifth spot, the judges will evaluate the affected Contestants on which company has best demonstrated testing their product with older adults or people with disabilities to determine the tie breaker. Winners will be selected and announced by October 14, 2022 via CTAFoundation.tech and CTA-related social media properties. Odds of winning depend on the number of eligible entries received. Designation as a prize winner is subject to proof of compliance with Official Rules, maintaining compliance with these Official Rules and approval by the CTA Foundation. As a condition of winning the prize, winners will be required to supply contact information including, but not limited to name, address, phone number and email address. Personal information will be used solely to distribute prizes and will not be used for marketing purposes. Once notified, winners must complete a CES 2023 Exhibit Space Contract which must be signed and returned to CTA within 20 days of CTA's initial sales contact. Failure to timely sign and return this Exhibit Space Contract, or not agreeing to attend and exhibit at CES 2023, may result in the applicable winner's disqualification, forfeiture of all interest in prizes, and the selection of a substitute winner. Prizes not won and claimed by an eligible winner in accordance with these Official Rules will not be awarded and will remain the property of CTA and the CTA Foundation. For a list of winners (available after October 14, 2022), send your request with a self-addressed stamped envelope to Consumer Technology Association Foundation, 1919 S. Eads Street, Arlington, VA 22202.

8. **Grand Prize:** Five (5) Winners will each receive: one (1) 10' x 10' standard booth package in the Eureka Park exhibit area at the CES 2023, in Las Vegas, Nevada on January 5-8, 2023; one (1) \$2,500 award; and other promotional opportunities if available. Total maximum ARV of all prizes: \$17,500. Prizes are not transferable. No cash redemptions. No substitutions, except that CTA reserves the right to

substitute a prize of equal or greater value. If a Contestant enters and wins, but has already purchased a booth for CES 2023, CTA will not refund the booth cost already paid, but instead will give a credit toward CES 2024. All prizes will be awarded provided they are properly claimed in accordance with these Official Rules and a sufficient number of eligible entries are received. Limit one (1) prize per company. If a prize winner is 18 but deemed a minor in his/her state or province of residence, the prize will be awarded on behalf of the minor to his/her parent or legal guardian, who must comply with the prize claim requirements and must sign any documents/waivers/releases provided upon winning.

9. **Rights Granted to CTA Foundation and CTA:** Except where prohibited, by entering the Contest you irrevocably agree that the CTA Foundation, CTA and their affiliates and their respective assigns, agents and licensees (collectively, the "CTA Parties"), may use your name, likeness, voice, video and any statements regarding your participation in the Contest (collectively, "Your Likeness") throughout the world, in perpetuity, in any media, without limitation or compensation to you. By entering the Contest, you permanently waive all intellectual property rights, privacy/publicity rights and other legal or moral rights that might preclude the use of Your Likeness, and you agree not to sue or assert any claim against the CTA Parties relating to their use of Your Likeness. Each contestant selected as a Contest Winner grants CTA permission, without compensation or prior approval, to use its name, detailed description, website and photograph/Likeness in promoting this or similar award programs in the future.

Videos included in the Contest entry may be used by the CTA Foundation for promotion purposes.

U.S. Contestants: By entering the Contest, you agree and irrevocably grant to the CTA Parties the unconditional, royalty-free right and license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, exhibit, create derivative works and otherwise use or reuse your submission and video post, throughout the world, in perpetuity, in any media, including, without limitation, the Internet.

Canadian Contestants: By entering the Contest, you agree that the CTA Parties have a non-exclusive license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, exhibit, create derivative works and otherwise use your submission. If you are selected and confirmed as a winner, CTA Foundation will provide an assignment of rights contract for your video submission, which you will need to sign.

10. **Additional Information:** By entering, you agree to abide by these Official Rules and the decisions of the CTA Foundation, which shall be final in all matters relating to the Contest.
- a. The CTA Parties 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 the CTA Parties which may cause the Contest to be disrupted or corrupted; (5) any losses or damages caused by participation in the Contest or acceptance or use of the prize; or (6) any printing or typographical errors in any materials associated with the Contest.
 - b. The CTA Foundation may prohibit you from participating in the Contest, in its sole discretion, if you fail 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 contestant or the CTA Parties; or (c) in any other disruptive manner.

- c. Entries deemed by the CTA Foundation in their sole discretion to be immoral, obscene, indecent, profane, or not in keeping with the CTA Foundation's image will be disqualified.
- d. The CTA Foundation reserves the right in its sole discretion to disqualify any entry at any time which, in the CTA Foundation's opinion, endangers the safety or wellbeing of any person, or fails to comply with these Official Rules.
- e. The CTA Foundation reserves the right to limit, or restrict upon notice, participation in the Contest by any person or entity at any time for any reason.
- f. The CTA Foundation reserves the right in its sole discretion to cancel, terminate or suspend this Contest should there be an insufficient number of entries, electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes beyond the control of the CTA Foundation and its agencies which may corrupt or affect the administration, security, fairness or proper play or conduct of the Contest.
- g. The CTA Foundation's decisions are final and binding.

11. Privacy Statement: CTA Foundation adheres to all applicable data privacy and security laws. CTA Foundation will collect information for the purpose of registering companies for this Contest. In order to process entries, this information is required. If you choose not to supply the information, you will not be eligible to enter this Contest. By submitting information in the entry process, you consent to your personal information being processed and used for the specific purposes set forth below:

- a. Data Administrator: Consumer Technology Association Foundation, 1919 S. Eads Street, Arlington, Virginia, USA 22202.
- b. Information collected during registration includes: name, business job title, company, address, corporate website, and email address.
- c. The Data Administrator may retain submission forms for archival purposes for up to three (3) years. CTA reserves the right to retain Contest Winner submissions indefinitely for archival purposes.
- d. Information collected during Submission will be used to verify consumer technology industry affiliation and to send transactional emails directly related to Eureka Park Video Contest.
- e. The data will be shared with CTA in working with CTA Foundation to select finalists.
- f. Personal information collected will be protected under the rules and laws of the United States of America.
- g. If you need to correct information, obtain a copy of the information, request deletion of the information you have submitted, or submit a complaint, please send a request to sewell@CTAFoundation.tech. Note that if you request deletion of submitted information, you may be ineligible for this Contest as we require certain information to process and retain registration.
- h. Please familiarize yourself with CTA's full [Privacy Policy](#).

12. Disputes and Governing Law: By participating, contestants forever and irrevocably release, indemnify, and hold harmless, the CTA Foundation, CTA and its officers, directors, employees, agents and all others associated with the development and execution of this Contest from and against any injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize, including without limitation personal injury, death, and/or property damage. Contestants agree that the CTA Parties are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Contest and/or the awarding of any prize. In the event that the preceding release and indemnity clause is determined by a court of competent jurisdiction to be invalid or void for any reason, contestants agree that, by entering the Contest, (i) any and all disputes, claims, and causes of action in connection with the Contest, 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 the Contest, but in no event attorney's fees; and (iii) and contestants hereby

waive all rights to claim punitive, incidental 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. Contestants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the CTA Foundation, CTA, or contestants in connection with the Contest, shall be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules. Contestants consent to the exclusive jurisdiction of the State and Federal courts in the Commonwealth of Virginia.

This Contest is in no way sponsored, endorsed or administered by, or associated with, any video platform/site used by contestants. By participating in this Contest, you acknowledge that you are providing information to the CTA Foundation/CTA.