# **RULES & RESTRICTIONS for Entering Tesla's LEGO® Challenge**

### How to Enter

Please review all Rules & Regulations on this page and register by clicking the appropriate registration link for Youth, Teen, or Adult. Follow the instructions for completing and submitting your registration form. Once we receive your completed registration form, you will receive a confirmation email with instructions on how to submit and share a photo or video of your Wardenclyffe replica.

Rules & Regulations, Instructions, Deadline Dates, and other details can also be found on this web page: <u>https://teslasciencecenter.org/teslas-lego-challenge/</u>

### YOUTH (ages 12 and under):

- To qualify, your model must be constructed of LEGO Bricks and/or similar product.
- The registered Youth Participant must be under the age of 13 and must be the person who builds the model that is submitted.
- A legal guardian must complete the Submission Form by electronically signing their consent for the Youth to participate.
- Deadline for all submissions is May 31, 2020, by midnight ET. Submissions received after this date do not qualify for participation in Tesla's LEGO Challenge. Instructions on how to submit a photo or video of your model will be emailed to you after you register; instructions are also available at teslasciencecenter.org/teslas-lego-challenge/.
- Winners in the Youth and Teen categories will be asked to submit proof of age.

## TEEN (ages 13-17):

- To qualify, your model must be constructed of LEGO Bricks and/or similar product.
- The registered Teen Participant must be between the ages of 13 to 17 and must be the person who builds the model that is submitted.
- A legal guardian must complete the Submission Form by electronically signing their consent for the Teen to participate.
- Deadline for all submissions is May 31, 2020, by midnight ET. Submissions received after this date do not qualify for participation in Tesla's LEGO Challenge. Instructions on how to submit a photo or video of your model will be emailed to you after you register; instructions are also available at <u>teslasciencecenter.org/teslas-lego-challenge/</u>.
- Winners in the Youth and Teen categories will be asked to submit proof of age.

## ADULT (ages 18+):

- To qualify, your model must be constructed of LEGO Bricks and/or similar product.
- The registered Adult Participant must be aged 18 or over and must be the person who builds the model that is submitted.
- Deadline for all submissions is May 31, 2020, by midnight ET. Submissions received after this date do not qualify for participation in Tesla's LEGO Challenge. Instructions on how to submit a photo or video of your model will be emailed to you after you register.

### 2. Judging Criteria

Once you submit a photo or video of your model, it will be displayed on a Virtual Gallery where people around the world can vote on the best replica of Wardenclyffe. The winner in each category will be chosen by popular vote. In the event of a tie in any category, the winners will split the prize.

#### 3. Awards

All participants will receive an *Electronic Certificate of Participation Award* via email at the conclusion of the competition. Prizes will be mailed to the winners in the form of a check through mail.

One "Youth" will be presented an award of \$500, to the competitor whose model receives the most votes

One "Teen" will be presented an award of \$500, to the competitor receives the most votes

One "Adult" will be presented an award of \$1,000, to the competitor receives the most votes

All prizes will be awarded. If there is a tie within award categories, the prize money will be split between winners within that category. Cash awards are paid in USD; currency conversions to local currency are at winner's expense at the time of conversion.

All applicable federal, state and local laws apply. All potential winners (and/or their parent/legal guardian if a Minor) will each be contacted by email, telephone, regular mail or overnight mail, and may be required, at Sponsor's discretion, to complete, sign, and return an affidavit of eligibility, a liability release, and where lawful, a publicity release within a stated amount of time. The return of any notification as undeliverable, or failure to respond to notices or return any required documents in a timely manner, or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Tesla Science Center at Wardenclyffe, may result in disqualification of the winner and forfeiture of the corresponding prize.

#### 4. Publicity

As a participant of "Tesla's LEGO Challenge," I consent to the audio and video recording of me and my family's voice, name, and image as part of our participation in Tesla's LEGO Challenge. I further consent to the distribution and broadcast of our appearance, including any information and content I provide, by Tesla Science Center at Wardenclyffe (TSCW) and its affiliates ("Tesla's LEGO Challenge") in audio, video, or text form without restriction.

I further acknowledge and agree that me and family:

(a) Will receive no monetary compensation for our participation. The consideration I receive for executing this release shall be the exposure I receive to the audience of the Tesla's LEGO Challenge.

(b) Am granting TSCW a non-exclusive, royalty-free, perpetual, worldwide license to publish any copyrighted work I supply as part of our participation in the Tesla's LEGO Challenge.

(c) Am waiving any intellectual property claims including, but not limited to, trademark and copyright infringement claims, associated with personal or business interests discussed during our participation in Tesla's LEGO Challenge.

(d) Am waiving any right to publicity and privacy claims, and agree that my and my child's name, likeness, and location information may be used by TSCW and future reproductions as well as the marketing materials supporting the Tesla's LEGO Challenge in general.

(e) That Tesla's LEGO Challenge is the sole owner of any all rights to the Tesla's LEGO Challenge, including the episode in which I appear. I further acknowledge and agree that Tesla's LEGO Challenge has the right to edit the content of my appearance and publish the same in any media now and in the future without first obtaining my approval.

(f) Am releasing and discharging Tesla's LEGO Challenge together along with all of the Tesla's LEGO Challenge's principals, shareholders, officers, employees, agents, successors, and assigns from any and all liability arising out of or in connection with my appearance on the Tesla's LEGO Challenge or the subsequent reproduction and distribution of the episode in which I appear in any medium.

## **General Terms and Conditions**

Tesla Science Center at Wardenclyffe, is not responsible for and shall not be held liable for (a) failed, incomplete, partial, garbled, or delayed computer transmissions; (b) any condition caused by events beyond the control of the Tesla Science Center at Wardenclyffe that may cause the competition to be disrupted; (c) any printing or typographical errors in any materials associated with the competition; (d) any claims, suits, actions, liabilities, injuries, losses, or damages of any kind in connection with the competition or resulting from acceptance, possession, or use of any prizes and awards.

8. Disputes/Venue/Governing Law: By participating, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Tesla's LEGO Challenge or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in in the county of Santa Clara, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Tesla's LEGO Challenge but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Sponsor in connection with the Tesla's LEGO Challenge shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Tesla's LEGO Challenge-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

By entering this competition, each entrant, parent or legal guardian (if such entrant is a minor) agrees to accept these rules and be bound by the decisions of Tesla Science Center at Wardenclyffe, which are final.

All rules and regulations are governed by the laws of the Federal Government of the United States and New York State and are subject to change without notice.