

SEL-FT50/FR12 Engineer Design Challenge

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT IMPACT AN ENTRANT'S OPPORTUNITY TO WIN. OPEN ONLY TO INDIVIDUALS (OR TEAMS OF INDIVIDUALS) WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The SEL-FT50/FR12 Engineer Design Challenge ("Contest") is sponsored by Schweitzer Engineering Laboratories, Inc., USA ("Sponsor").

1. **CONTEST PERIOD AND BRIEF OVERVIEW:** The Contest begins on March 12, 2018, at 12:00:00 A.M. Pacific Time ("PT") and ends on April 16, 2018, at 11:59:59 P.M. PT ("Contest Period"). During the Contest Period, an eligible entrant can enter the Contest by following the instructions set forth in Section 3 of these Official Rules. After the Contest Period, there will be a judging period ("Judging Period") where the three finalist designs will be selected according to the judging criteria set forth in Section 5. The Judging Period will start on or about April 17, 2018 and will end on or about April 20, 2018. The three finalist designs will be announced on or about April 20, 2018. The three finalist designs will be published on the Sponsor's website starting on or about April 20, 2018, and the public will have an opportunity to vote on their favorite design until on or about May 4, 2018. The finalist design with the most votes will be the Grand Prize Winner, the finalist design with the second most votes will be the Second Prize Winner and the finalist design with the least votes will be the Third Prize Winner ("Winners"). The Winners will be announced on or about May 7, 2018.
2. **ELIGIBILITY:** This Contest is open only individuals (or teams of individuals) who are at least eighteen (18) years old at the time of entry ("Entrant" or "Contestant"). Employees of Sponsor (including any subsidiaries and affiliates) and employees of commercial partners (including sales representatives and distributors) and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Contest. All federal, state and local laws apply. Void where prohibited or restricted by law. By participating in this Contest, an individual who enters or participates in the Contest agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters pertaining to the Contest.
3. **HOW TO ENTER:** During the Contest Period, an eligible Contestant may create and submit a design for improving the power system with FT50/FR12 system solutions. Submission must utilize the Design Entry Form and be emailed to the address provided on the contest web page.
4. **SUBMISSION GUIDELINES AND RESTRICTIONS:** Each Submission:
 - Must follow the instructions and comply with these Official Rules;
 - Images must be in one of the following file formats: .JPG, .JPEG, or .GIF; and must not exceed 3MB in size;
 - Must comply with the respective social media platform's Terms of Service;
 - Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), trade names, or patented features);

- Must not disparage Sponsor, or any other person or party affiliated with the promotion and administration of this Contest;
- Must not in any way mention, refer or otherwise allude to the name, logo or trademark of any entity, individual, product or brand other than those of Sponsor and its brands;
- Must not contain an image or artwork that is not the original work of the contestant;
- Must not promote any cause other than the Contest theme;
- Must not include personally identifiable information, including but not limited to phone numbers;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

NOTE: By submitting a Submission, each Contestant agrees that his/her/their Submission conforms to the Submission Guidelines and Restrictions set forth above and that Sponsor may, at its sole and absolute discretion, disqualify him or her from the Contest if Sponsor decides that the Submission fails to conform to the such requirements or any other provision of these Official Rules. Each Contestant further agrees to release and hold harmless Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes contestant's rights with regard to any Submission. Although each Submission will be reviewed by the Sponsor before being judged, posted or published, the posting or publication of a Submission does not mean the Submission has been deemed to be in compliance with these Official Rules. Any Submission that does not comply with these Official Rules or that otherwise contains prohibited or inappropriate content as determined by Sponsor, in its sole and absolute discretion, will be disqualified, and if posted on the Website or any websites related to this Contest, removed there from.

Licenses: Entering a Submission constitutes Contestant's consent to give Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display the Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including without limitation for promotional or marketing purposes. If requested, Contestant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights contestant is granting to use the Submission. This license expressly includes a right (but not the obligation) for Sponsor to modify submissions to remove any third party intellectual property. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each Contestant irrevocably waives any and all so-called moral rights they may have therein. Each Contestant hereby acknowledges that such Contestant does not reserve any rights in or to the Submission. Sponsor grants Contestants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of entering this Contest. Contestants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In

addition, contestants recognize that all rights, titles and interests in Sponsor's IP shall vest exclusively to the Sponsor, and Contestant agrees that he/she/they have not and will not take any action that might harm or adversely affect such rights. No rights, titles or interests in and to the Sponsor's IP, except for the limited license granted to Contestant in these Official Rules, are transferred or created. Each Contestant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that Contestant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum, and will not use Sponsor's IP to state or imply any affiliation with, endorsement by, or disparagement of Sponsor, its employees, products, or services. Contestants agree that the use of Sponsor's IP is permitted only for the purpose of making a submission in this Contest, and that any use of Sponsor's IP (whether in the Submission or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

5. **JUDGING AND WINNER SELECTION:** During the Judging Period, all eligible entries received during the Contest Period will be judged by a qualified panel of judges selected from the Sponsor's Marketing and Research and Development teams ("Judges"). The Judges will score each eligible Submission according to the following weighted judging criteria: potential improvement to the power system, ease of implementation, reliability, cost. The three (3) Contestants with the highest score from the Judges will be deemed the three finalist designs. The three finalist designs will be published on the Sponsor's website starting on or about April 20, 2018, and the public will have an opportunity to vote on their favorite design until on or about May 4, 2018. The finalist design with the most votes will be the Grand Prize Winner, the finalist design with the second most votes will be the Second Prize Winner and the finalist design with the least votes will be the Third Prize Winner. The Winners will be announced on or about May 7, 2018. If there is a tie, then the tied Submissions will be re-judged by the Sponsor's Marketing and Research and Development teams and the Contestant whose Submission receives the highest score will be declared to be the Winner. In no event will there be more than one (1) Grand Prize Winner. The Winners are deemed potential Winners subject to verification of eligibility and compliance with these Official Rules.
6. **PRIZES:** Grand Prize (1): The prize is a \$500 donation to the Winner's school or charity of choice. Only one (1) prize will be awarded. Second Prize (1): The prize is a \$250 donation to the Winner's school or charity of choice. Only one (1) prize will be awarded. Third Prize (3): The prize is a \$100 donation to the Winner's school or charity of choice. Sponsor reserves the right to reject the school or charity chosen by the Winners for any reason and to request the Winner to choose another school or charity.

Prize Conditions: Prize is non-transferable, non-assignable and no substitution, exchange or cash equivalent will be allowed, except by Sponsor at Sponsor's sole discretion. Prize may not be redeemed for cash, nor may they be transferred or offered for sale or auction, and can be substituted only, at Sponsor's sole discretion, with prize of equal or greater value. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Any portion of the prize not accepted by a Winner will be forfeited, and the Sponsor shall not be responsible for any inability of Winner to accept or use any portion of a prize for any reason. All applicable federal, state, local taxes, and all other fees, costs, expenses and charges not specifically identified in these Official Rules as a prize element, are the sole responsibility of the prize Winner.

7. **HOW TO CLAIM A PRIZE:** On or about May 7, 2018, the potential Winners will be sent an email notification with instructions on how to claim the prizes which includes, without limitation, executing any requested documents within the time period requested in the notification. The prizes must be

claimed by June 1, 2018, or, at Sponsor's sole discretion, the prizes may be forfeited and awarded to the contestant whose Submission received the next highest number of votes as set forth in Section 5. Prizes will be fulfilled within 6-8 weeks after Winner verification.

- 8. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Submission for any reason, with or without legal justification or excuse, and participants shall not be entitled to any damages or other relief by reason thereof.
- 9. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Contestant hereby acknowledges and agrees that the relationship between the Contestant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Submission to Sponsor for purposes of the Contest does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Contestant's Submission. Each Contestant understands and acknowledges that the Sponsor has wide access to ideas, stories, designs, and other literary materials, and that new ideas and designs are constantly being submitted to it or being developed by its own employees and agents. Each Contestant also acknowledges that many ideas, designs or photos may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Contestant acknowledges and agrees that such Contestant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material.
- 10. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Terms and Conditions or otherwise governing the Contest. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.
- 11. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Terms and Conditions, then each participant agrees to sign the same upon Sponsor's request therefor.
- 12. LIMITATION OF LIABILITY:** By participating in this Contest, Contestants agree that the Sponsor, Contest Entities, Instagram, Twitter, Facebook, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Page/usenet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Page users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications

line failure, technical error, theft or destruction, or unauthorized access to the Page or any Contest-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, at Sponsor's sole discretion, be disqualified. If, for any reason, a Submission is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Submission in the Contest, the Contestant's sole remedy is to enter the Contest again to upload another Submission. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of the prize Winner in a manner it deems fair and reasonable, including the selection of prize Winners from among eligible entries received prior to such cancellation, termination, modification or suspension. By entering the Contest, each Contestant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the Contestant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Contest materials; (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Contest; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof); (i) any technical malfunctions or unavailability of the Page or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, Internet service provider, or mail service utilized by any of the Released Parties or by an contestant; (j) interruption of or inability to access the Contest, the Page or any other Contest-related website(s) or any online service via the Internet due to hardware or software compatibility problems; (k) any damage to contestant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest; (l) any lost/delayed data transmissions,

omissions, interruptions, defects, and/or any other errors or malfunctions; (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries; (n) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties; (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); or (p) the negligence or willful misconduct by Contestant. Without limiting the foregoing, everything regarding this Contest, including the Prize and prize components, are provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

13. DISPUTES: EXCEPT WHERE PROHIBITED BY LAW, THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, USA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF WHITMAN, WASHINGTON, USA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WASHINGTON, USA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN WHITMAN COUNTY, WASHINGTON, USA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

14. PRIVACY POLICY: Any personally identifiable information collected during a Contestant’s participation in the Contest will be collected by Sponsor or designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor’s Privacy Policy, as stated at <https://selinc.com/company/privacy/>.

15. PUBLICITY RIGHTS: By participating in the Contest and/or accepting the prize, each Contestant agrees to allow Sponsor and/or Sponsor’s designee the perpetual right to use his/her/their name, biographical information, photos, videos, entries, and/or likeness, and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

16. GENERAL: Any attempted form of participation in this Contest other than as described herein is void. In the event of a dispute as to the identity of prize Winners, the winning entry will be declared made by the authorized account holder of the email address used to register for the Contest or, where applicable, associated with the Instagram, Twitter, LinkedIn, or Facebook account used to submit the entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to disqualify any individual found, in Sponsor’s sole discretion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE, THE PAGE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

17. WINNER LIST: To obtain information about the prize Winners, interested individuals should place a self-addressed, stamped business-sized envelope in an envelope and mail it to: Schweitzer Engineering Laboratories, Inc., SEL-FT50/FR12 Engineer Design Challenge, 2350 NE Hopkins Court, Pullman, WA 99163. Winner List requests must be received by June 1, 2018.

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