

The Official Rules of Sustainable San Mateo County's (SSMC) 2022 Electrify Everything Photo/Short Video Contest (the "Contest Rules")

ELIGIBILITY

Sustainable San Mateo (SSMC)'s 2022 Electrify Everything Photo/Short Video Contest ("SSMC Contest") is open to all professional and amateur photographers and videographers who have reached the age of majority in their jurisdiction of residence at the time of entry. Minors can enter too, with at least one of their legal parents or guardians' approval. SSMC reserves the right to require minors entering the SSMC Contest to submit evidence of approval to enter the contest by their legal guardian or representative, including but not limited to a signed note. Board and Advisory Council Members as well as Employees of SSMC and Peninsula Clean Energy (PCE) are not eligible to enter. Entrants need not be residents of San Mateo County to join the Contest. While we prefer the photos and short videos submitted to showcase local Green Infrastructure and Electrification projects within San Mateo County, it's acceptable to submit photos and short videos depicting projects outside of San Mateo County.

By submitting an entry to the SSMC Contest, entrants certify that their participation in this SSMC Contest is not illegal or in violation of any law, regulation, treaty or administrative act, and that the laws of their governing jurisdiction of residence at the time of entry do not prohibit or restrict the receipt of any Prize under this SSMC Contest.

RESERVATION OF RIGHTS

SSMC reserves the right to reject any entry if, in SSMC's sole discretion, the laws of an applicable jurisdiction, including but not limited to the entrant's jurisdiction of residence at the time of entry, would prohibit or limit SSMC from proceeding with the SSMC Contest as intended or the consideration or awarding of any Prize would impose additional administrative, tax, operational, or legal burdens on SSMC.

SPONSOR

SSMC's 2022 SSMC Contest is administered by SSMC, 3182 Campus Drive, #153, San Mateo, CA 94403 and sponsored by Peninsula Clean Energy, 2075 Woodside Rd, Redwood City, CA 94061 ("Sponsor").

ENTRY PERIOD

The SSMC Contest begins at 11:59 PST on September 1, 2022, and ends at 11:59pm PST on September 30, 2022 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. SSMC might decide to extend the Entry Period, at its sole discretion.

WHAT TO ENTER

One of the main purposes of the "Electrify Everything" Green Infrastructure contest is to raise awareness of the many benefits of electrification in the building and transportation sectors, including but not limited to health benefits, greenhouse gas emissions reductions, and financial benefits. For the purpose of this contest, Green Infrastructure is defined as anything promoting building or transportation electrification. This applies to residential, commercial and community projects, including but not limited to: electric appliances (e.g. induction cooktops, heat pump water heaters, electric

fireplaces, electric dryers, etc.); residential and commercial EV charging stations; solar and photovoltaics panels; battery systems; etc.

Images and short videos will be judged on educational value, originality, technical excellence, composition, overall impact and artistic merit.

Photograph entries may include color or black and white prints—so long as they are submitted electronically in a .jpeg, .jpg, or .png format. Short videos should be 30-90 seconds long and be submitted electronically in a .mov or .mp4 format.

Previously published material for which non-exclusive rights were granted may be entered as long as you maintain the right to grant us a license (see “Your Rights” below). You must disclose when and where the photo appeared previously to SSMC upon request.

If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted and must be able to provide copies of those releases to SSMC upon request.

The following submissions are ineligible:

- Photos that violate or infringe upon another person’s rights, including but not limited to copyright and photographs of persons without the necessary consent required by law in your jurisdiction. SSMC reserves the right to require entrants to submit evidence of the subject’s legal consent to be photographed/videotaped for the submitted photograph/video, which may include a signed waiver from the subject or the subject’s legal guardian or representative. **NOTE:**Waiver requirements vary by jurisdiction, and the entrant is responsible

for obtaining a legally enforceable waiver from any photographed/videotaped subject.

- Photos or videos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content.
- Images/videos taken that cause or caused damage to the environment by the photographer/videographer; this includes taking photos/filming from areas where human presence is restricted by authorities or relevant property managers.
- Images/videos that involve putting any individual or animal in danger.

SSMC shall determine entry eligibility in its sole and absolute discretion.

HOW TO ENTER

All images and videos must be submitted through one of the following three ways:

- Submit via email at:
electrifyeverythingcontest@sustainablesanmateo.org
- Submit via the Google form: bit.ly/ElectrifyEverythingContest
- Submit via social media with tagging both SSMC and Peninsula Clean Energy

For submissions via the Google form and email, please include information about the photo and contact information for the entrant, including an email address, a phone number and a mailing address.

Each entrant may enter up to three entries total, either only photographs, only short videos or a combination of both photograph entries and short video entries.

SSMC reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and SSMC's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.

Entrants may be asked to supplement their submission with more explanation and/or information about the photo or video.

AWARD CATEGORIES

Winning submissions will be selected for the following award categories:

- One (1) Grand Prize winner: \$300 Amazon or VISA gift card
- One (1) Second Place winner: \$150 Amazon or VISA gift card
- One (1) Third Place winner: \$50 Amazon or VISA gift card

JUDGING

Judging will be conducted by a panel judges to be selected by SSMC at its sole discretion (the "Panel"). Photos will be judged by the Panel on educational value, originality, technical excellence, composition, overall impact, artistic merit and subject matter relevance.

The Panel will evaluate all valid entries. All judging decisions are final. Please do not contact us about the status of entries or judging.

RESULTS

All winners will be announced on SSMC's website and SSMC's social media by 11:59pm PST on October 10th, and then a 2nd time on October 14th. SSMC will notify the winners via the contact information provided at the time of entry.

PRIZES

All award winners may receive mention on SSMC's and Peninsula Clean Energy's digital presences, as determined by SSMC and Peninsula Clean Energy in their sole discretion. In addition, the following prizes will be awarded:

One (1) Grand Prize winner will receive a \$300 USD gift card

- \$300 USD Amazon gift card or VISA credit card as determined by SSMC in its sole discretion.

One (1) Category Second Place winner will receive a \$150 USD gift card

- \$150 USD Amazon gift card or VISA credit card as determined by SSMC in its sole discretion.

One (1) Category Third Place winner will receive \$50 USD gift card

- \$50 USD Amazon gift card or VISA credit card as determined by SSMC in its sole discretion.

To the maximum extent permissible by law, all winners are responsible for paying any taxes and any and all other costs and expenses associated with claiming the awards, including but not

limited to customs fees, taxes, and any other administrative costs, if applicable. Any prize details not specified above will be determined by SSMC, in its sole discretion. A winner may not request cash or a substitute prize; however, SSMC reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by SSMC, in its sole discretion.

Prize winners (“Winners”) accept any of the SSMC Contest awards listed above (“Prizes”) entirely at their own risk. To the maximum extent permissible by law, Winners agree to hold harmless and fully release SSMC, its directors, officers, employees, agents, and assigns from and against any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys’ fees and costs, (collectively, “Claims”) that directly or indirectly arise out of, relate to, or result in any way from the acceptance, delivery, receipt, use, or enjoyment of any Prize.

POTENTIAL WINNER REQUIREMENTS

Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility, including proof of age, legal parent or guardian approval for minors and liability/publicity release within 10 calendar days. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her/they place.

IP RIGHTS

Your photographs and/or short videos help SSMC and Peninsula Clean Energy promote electrification as one of the most impactful

ways to combat climate change. Thank you for helping to further our mission.

You will retain all rights to any photograph and/or short videos you submit—including ownership if applicable.

If you submit a photograph and/or short video to the SSMC Contest, you grant SSMC and Peninsula Clean Energy a royalty-free, non-exclusive right in perpetuity to:

- Display the photograph and/or short video on the SSMC and/or Peninsula Clean Energy websites
- Allowing third parties, including but not limited to SSMC and Peninsula Clean Energy media partners and individuals, to share the photograph and/or short video on social media.
- Use the photograph and/or short video on the Internet and in social media in support of SSMC and Peninsula Clean Energy's missions.
- Use of the photograph in SSMC and Peninsula Clean Energy as well as their related entities' internal and external communications materials including but not limited to web sites and web publications, fact sheets, fundraising publications, advertising, multimedia, presentation and membership services, annual report and newsletters.
- Providing your photograph to other individuals and organizations for SSMC and Peninsula Clean Energy related entities' related use in news stories, social media, newsletters, reports, slide shows, displays, web pages, videos, membership premiums, and the like.

- Use of, in connection with the SSMC Contest, your name, city, state and country of residence in promotions and other publications.
- Retaining a digital copy of your photograph and/or short video that will be archived in the SSMC and Peninsula Clean Energy photo library and accessible to SSMC and Peninsula Clean Energy, as well as to their related entities' staff via SSMC's and Peninsula Clean Energy's internal online photo archive.

GENERAL CONDITIONS

In the event that the operation, security, or administration of the SSMC Contest is impaired in any way, SSMC may, in its sole discretion, either: (a) suspend the SSMC Contest to address the impairment and then resume the SSMC Contest; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. SSMC reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the SSMC Contest, violates these SSMC Contest Rules, or acts in a disruptive or unsportsmanlike manner. SSMC's failure to enforce any term of these SSMC Contest Rules shall not constitute a waiver of that provision. Proof of sending any communication to SSMC by mail shall not be deemed proof of receipt of that communication by SSMC. In the event of a dispute as to the owner of an online entry, the authorized account holder of the email address used to enter will be deemed to be the owner. The SSMC Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

RELEASE AND LIMITATIONS OF LIABILITY

By entering, to the maximum extent permissible by law, you agree to release and hold harmless SSMC and each of its respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the SSMC Contest, use of the photograph and/or short video or associated data (including personal data), or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the SSMC Contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the SSMC Contest; or (f) injury or damage to persons or property. You waive the right to claim any attorneys’ fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

SSMC NEWSLETTER OPT-IN

When you enter, there will be an opt-in to subscribe to SSMC’s newsletter (sent out about once per month). You may cancel and unsubscribe at any time following the unsubscribe instructions provided by SSMC.

PRIVACY AND PUBLICITY

Any information you submit as part of the SSMC Contest will be used in accordance with SSMC’s Privacy Policy. By submitting such information, you expressly consent to SSMC’s Privacy Policy. The information you provide when you enter is provided to SSMC. Except where prohibited, you consent to SSMC and Peninsula Clean Energy’s use of your name in any list of winners (if applicable) and/or for promotional purposes in any media without further payment or consideration.

DISPUTES

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the SSMC Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Mateo County. All issues and questions concerning the construction, validity, interpretation and enforceability of these SSMC Contest Rules, your rights and obligations, or the rights and obligations of SSMC in connection with the SSMC Contest, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

QUESTIONS

Questions and inquiries about the SSMC Contest rules can be emailed to electrifyeverythingcontest@sustainablesanmateo.org