## CAREERSAFE® YOUTH SAFETY ESSAY/VIDEO ESSAY SCHOLARSHIP OFFICIAL CONTEST RULES

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. THE CONTEST IS SUBJECT TO ALL RULES SET FORTH BELOW AND APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. VOID WHERE PROHIBITED.

**Eligibility:** Except where regulated or restricted by law, the CareerSafe<sup>®</sup> Youth Safety Essay/Video Essay Scholarship Contest ("Contest") is open to legal residents of the 50 United States and the District of Columbia who are 13 years of age or older as of May 1, 2023 and have successfully completed a CareerSafe OSHA 10-Hour or OSHA 30-Hour course. Employees, contractors, directors, and officers, and their immediate families and household members, of CareerSafe, LLC ("**Sponsor**") and its respective affiliates, subsidiaries, divisions, and advertising and promotion agencies (collectively, "**Promotion Parties**") are not eligible to enter or win. A minor (for these purposes, a person under 18 years of age) submitting an entry must receive permission from a parent/legal guardian and include said parent/legal guardian's signature, name, and daytime telephone number on the Consent and Release Form. **This Contest is void in Puerto Rico and all other U.S. territories and possessions where prohibited or restricted by law**.

**Entry Period:** Contest begins at 12:00 a.m. Central Standard Time ("CST") on May 1, 2023, and ends at 5:00 p.m. CST on April 30, 2024 (**"Entry Period"**). Essays must be submitted during the Entry Period to be eligible for the Contest. Any entry received prior to or after the Entry Period will be void.

**How to Enter the Contest:** You ("**Entrant**") may enter the CareerSafe Youth Safety Essay Scholarship Contest by (a) completing the Entry Form and the Consent and Release Form(s) found on the CareerSafe website, and (b) submitting the completed forms and an original essay to: CareerSafe National Youth Safety Essay Scholarship Contest, 1005 University Drive East, College Station, TX 77840 OR through the online submission portal on the CareerSafe website. All written essays must be 800 words or less typed, double-spaced in 12-point Arial font or an equivalent font with numbered pages and one-inch margins. All video essays must be an oral presentation in front of a camera, 60-90 seconds in length, and exported in either .mp4 or .mov format. All submission types must address the theme question of this Contest: "How has your CareerSafe OSHA training impacted the way you view and recognize hazards and how do you think the knowledge you've gained will benefit your future?" By submitting an entry, Entrant expressly acknowledges compliance with these Official Contest Rules, including all eligibility requirements.

LIMIT ONE (I) ENTRY PER STUDENT FOR THE DURATION OF THE CONTEST. SUBSEQUENT ENTRIES SUBMITTED ARE VOID.

**Conditions of Submission:** Essays submitted as part of this Contest must be created by the Entrant and must convey a message related to how the entrant's CareerSafe OSHA training has benefited them and their future. Essays may not have been previously submitted, distributed, aired, or have won any other award in any other competition. Any essay which Sponsor, in its sole opinion, deems to be inappropriate for publication will not be considered, and the corresponding Entrant will be disqualified from the Contest. By submitting an entry, each Entrant represents and warrants that: (i) Entrant's essay is the sole and original creation of the Entrant and has not been copied in whole or in part from any other work; (ii) the entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy) or entity; (iii) the entry is the sole and exclusive property of the Entrant; and (iv) the subject(s) and/or persons depicted in the essay have given consent to



its submission into the Contest and its use as contemplated by these Official Contest Rules. By entering, each Entrant warrants and represents that the entry is his/her own original work, has not been previously licensed, transferred, or published, that Entrant owns or otherwise controls all of the rights to entry materials, and each Entrant unconditionally assigns and transfers to Sponsor all worldwide rights, titles, interests and claims, which Entrant now has or may in the future have to their entry or any element(s) thereof, including but not limited to all intellectual property rights, and each Entrant hereby waives all rights they have or may have in their entry or any element(s) thereof. All entries become the property of Sponsor and will not be returned. All submissions must be in English or, in the case of video essay submissions, have English subtitles.

Entry submission is not an indication that the entry has won a prize or is otherwise eligible for a prize. Submission of an entry grants Sponsor the right to use, publish, adapt, edit, and/or modify such entry in any way, in whole or in part, and to use such entry alone or in combination with other works, as solely determined by Sponsor, in commerce and trade and in any and all media now known or hereafter discovered, worldwide, including but not limited to the www.careersafeonline. com website, without limitation or compensation to the Entrant and without right of notice, review, or approval of any such use of the entry. Submission of an entry further constitutes the Entrant's consent to irrevocably assign and transfer to the Sponsor any and all worldwide rights, titles, and interests in and to the entry, including but not limited to all intellectual property rights. Prior to awarding any prize, the Entrant must agree to the terms of these Official Contest Rules and to sign and return any Affidavit, Liability, and Publicity Releases as may be required by the Sponsor.

**Void Submissions:** Submissions that are deemed by the judges, in their sole discretion, to be offensive, immoral, obscene, profane, defamatory, not in keeping with the image of the Sponsor, or in violation of these Official Contest Rules will be void. Further, all submissions that contain copyrighted or other proprietary materials for which the Entrant has not obtained appropriate assignment of rights, as well as any content which disparages or portrays the Sponsor or any of its competitors in a negative light, or otherwise violates these Official Contest Rules will be void. Furthermore, Sponsor is not responsible for lost, incomplete, stolen, damaged, garbled, corrupt, illegible, late, or unintelligible entries, or for printing or other errors appearing in these rules or other Contest materials, misprints or errors in other Contest related information, garbled communications, technical or mechanical malfunctions, or other malfunctions, problems or errors, whether caused by equipment, programming used in this Contest, processing errors, human errors, or otherwise. Sponsor reserves the right, at its sole discretion, to void any entries from Entrants Sponsor believes have attempted to tamper with or have tampered with the administration, security, or fairness of this Contest.

**Judging:** The Sponsor's judges will choose the winning essay(s) based on the following criteria: (a) Creative Concept; (b) Message Clarity and Relevance; (c) Motivation, Inspiration, and Persuasiveness; and (d) Overall Impact. The judges' decisions will be based upon the criteria described in these Official Contest Rules and in the exercise of their own judgment. All decisions made by judges are final.

**Prizes:** The Sponsor will select up to four (4) winning essays annually to be awarded a \$500 scholarship. The Winners will be selected from all eligible entries, and will be chosen within the month following the Entry Period and notified via telephone, email, or mail. The potential Scholarship Winners will be subject to eligibility verification and cannot discuss their status with the public (including through social media) until notified by Sponsors or the public announcement is made.



**Odds:** The odds of winning depend on the number of eligible entries received during the Entry Period and the quality of the entry.

**Prize Delivery:** Prizes will be delivered once all winners have been verified. The prize will be released to winning Entrant's school sponsor. It will be up to the school to distribute the funds to the winning student as a scholarship. If any prize is unclaimed, if any prize correspondence or prize is returned as undeliverable, or if a winner is found ineligible or not in compliance with these Official Contest Rules, the prize will be forfeited and an alternate winner may be selected, at Sponsor's option and sole discretion. All federal, state, and local taxes, and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winners. Winners may waive their right to receive a prize. All Contest prizes are non-transferrable, non-exchangeable, and nonrefundable, and must be accepted by the winner as awarded. Winners agree that the Sponsor shall not be liable for injury, loss, or damage of any kind resulting from participation in this Contest or from the acceptance or use of the prizes awarded.

**Conditions:** Winners will also be notified by phone, mail, or email within forty-five (45) days after the end of the Entry Period. Except where prohibited, each winner may be required, at Sponsor's election, to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release"). The winner will have seven (7) business days from the date of receipt to complete, sign, and return to Sponsor the Affidavit/Release. If the Affidavit/Release is not returned within seven (7) days or if the winner is found to be ineligible or not in compliance with these Official Contest Rules, at the election of the Sponsor, the winner will forfeit the prize awarded and an alternative winner may be selected.

**Applicable Law:** This Contest is governed by the laws of the state of Texas without regard to any choice of law provisions. By entering, Entrants consent to the jurisdiction and venue of the federal, state, and local courts located in the State of Texas.

**Privacy:** Entrants consent to the collection, use, and disclosure of their personal information for the purposes of administering the Contest and for the purposes of understanding the needs and preferences of individuals or to develop, enhance, market and/or provide products and services. Winning Entrants' names will be disclosed on the CareerSafe website and to the public in general. Sponsor's privacy policy, available on the CareerSafe website, will govern the use of all personal information collected in connection with this Contest.

**Release:** Except where prohibited, by accepting prize, each winner grants permission for Sponsor and its agents to use his/ her name, video, voice and/or likeness, for advertising, merchandising, promotion and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

**Limitation of Liability and Remedies:** Neither the sponsor nor any other promotion party shall have any liability for any direct, incidental, indirect, special, or consequential damages, or exemplary or punitive damages arising out of or relating to this contest, any submission or use of the submission, or any content embodied therein, including without limitation any liability, loss, injury or damage to entrant or any other person or entity, including personal injury or death, or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of entrant's entry in this contest, the use of any submission, or the acceptance, possession, use, or misuse of any prize.



Promotion Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged, or incomplete entries or submissions, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures, or malfunctions of any kind.

**Indemnification:** By entering this Contest, each Entrant agrees to release, discharge, and hold harmless the Promotion Parties, their respective parents, subsidiaries, affiliated companies, licensees, and assignees, and each of their respective officers, directors, employees, agents, and representatives from any claim or liability arising from or related to the submission of an essay and/or the use of the essay, and, if a winner, any prizes awarded by Sponsor in connection with this Contest (including, without limitation, the receipt and/or use of said prizes).

**Official Contest Rules:** The Contest will be run in accordance with the Official Contest Rules, subject to amendment by Sponsor. Entrants must comply with the Official Contest Rules and will be deemed to have received and understood the Official Contest Rules by participating in the Contest. The terms of the Contest, as set out in the Official Contest Rules, are not subject to amendment or counteroffer, except as set out herein. Sponsor's decisions with respect to the Contest are final and binding. If any provisions of the Official Contest Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Contest Rules will not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Contest, except as expressly set forth in these Official Contest Rules. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the web site, and/or the legitimate operation of the Contest; to violate the Official Contest Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, including tampering, fraud, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Contest (or any portion thereof); (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Contest Rules; or (c) award the prize from among the eligible, non-suspect entries received up to the time of the impairment.

**Copy of the Official Contest Rules:** For a copy of the rules, please visit CareerSafe website, or send a self-addressed stamped envelope to the above address marked CareerSafe<sup>®</sup> Youth Safety Essay Scholarship Contest, Attn: Official Contest Rules.

**Sponsor:** The Contest is sponsored by CareerSafe, LLC, 1005 University Drive East, College Station, Texas, 77840. The administrator of the contest is CareerSafe, LLC, 1005 University Drive East, College Station, Texas, 77840.

## Note: All Entrants are required to agree to a release that, among other things, transfers all right, title, and interest in the submitted essays to Sponsor.