

## **“ACT WATTSMART”**

### **VIDEO CONTEST OFFICIAL RULES (THE "RULES")**

**NO PURCHASE NECESSARY.**

**VOID WHERE PROHIBITED BY LAW.**

By entering the "Act Wattsmart" video contest (the "Contest"), you agree to the terms of use located at [www.rockymountainpower.net/footer/tou1.html](http://www.rockymountainpower.net/footer/tou1.html) and privacy policy, located at [www.rockymountainpower.net/footer/privacy.html](http://www.rockymountainpower.net/footer/privacy.html), and that your entry and the personal information collected from you in connection with this Contest will be shared with Rocky Mountain Power (the "Sponsor"). In addition, all entries submitted via Votigo and Facebook or posted to YouTube, will be subject to the terms and policies set by the respective platform (including limitations on video length) and available on each platform's website.

No purchase necessary. Open only to legal residents of the United States of America currently residing in the State of Utah, 18 years of age or older, and living in a residence served by Sponsor under rate schedules 1, 2, 3, 25 or 135 (residential only). Void elsewhere and where prohibited by law. See below for additional eligibility restrictions.

**General eligibility:** Open only to legal residents of the United States of America currently residing in Utah, 18 years of age or older, living in a residence served by Sponsor under rate schedules 1, 2, 3, 25 or 135 (residential only). The following individuals are not eligible: Sponsor's employees, contractors, agents, directors and officers, and those of Sponsor's subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Contest (collectively with Sponsor, the "Contest Parties"), and their immediate family members (spouse, parent, child, sibling or "step" of each).

**Contest schedule:** You may submit a 30-second to 60-second (one minute) video (a "Video") in the Contest between 12:00:00 a.m. MDT on July 18, 2017 (the "Start Date") and 11:59:59 p.m. MDT on September 18, 2017 ("Contest Entry Period").

**To enter:** To submit a Video in the Contest, you can access the Contest application ("Application") via three access points:

- [www.wattsmart.com](http://www.wattsmart.com)
- [www.facebook.com/rockymountainpower](http://www.facebook.com/rockymountainpower)
- <http://actwattsmart.votigo.com/fbcontests/profiletab/Act-wattsmart-Video-Contest-2017>

You must then register (Video Contest Entry Form via the Application) and submit an original video file created by you (the "**Entry**" or "**Entry Materials**" or "**Video**"), which depicts how saving electricity at home is making your life better and helping Utah thrive. See Contest Description below for additional details.

The person uploading the Video must be the creator of the Video and will be deemed the entrant ("Entrant"). In the event of a dispute as to the identity of an Entrant, the Sponsor will deem the Entrant the name of the person uploading the Video.

By entering, you understand and agree that your Entry in its entirety or a portion thereof may (in Sponsor's sole discretion) be posted on the Application, television and/or other Sponsor-selected media. Limit one Entry per person during the Contest Period. By submitting an Entry, you attest that you have made all those depicted in the Entry aware that you are submitting the Entry to the Contest and all depicted have agreed that you may submit such Entry. You may be required to submit signed release forms from each of the people appearing in your Entry (or their parent/legal guardian) at Sponsor's request.

**Contest terms:** As conditions of entry into this Contest, and by uploading a Video, each Entrant:

1. Represents and warrants that the Entrant owns all rights to the Video Entrant is entering in this Contest, including, without limitation, the video or digital recording, and the performance(s) contained in each Video;
2. Represents and warrants that the Entrant is the individual pictured and heard in the Video, or, alternatively, that the Entrant has obtained written permission (in the form required by Sponsor) from each person (or such person's parent or legal guardian, as applicable) who appears in the Video to grant the rights to the Contest Parties described in these rules;
3. Represents and warrants that Entrant's Video: (a) is original to the Entrant and has been legally obtained and created; (b) does not infringe or otherwise violate the intellectual property, privacy or publicity rights or any other legal rights of any third party, or violate applicable laws or regulations; (c) has not been entered in or won previous contests or awards; and (d) has not been published previously in any medium.
4. Irrevocably grants to Contest Parties and their affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to copyright (as appropriate), reproduce, encode, store, copy, transmit, distribute, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works from, exhibit and/or otherwise use, reuse and exploit (without limitation as to when or to the number of times used and exploited), the Entrant's name, address, image, voice, likeness, statements, biographical material and the Video, including, but not limited to, the Video or digital recording and performances contained in any of the above items (in each case, as

submitted or as edited/modified in any way by the Contest Parties, in the Contest Parties' sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Entrant and arising out of the Entrant's participation in this Contest (with or without using the Entrant's name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation or approval from the Entrant or any other party.

5. Acknowledges and agrees that, if Entrant's Video is chosen as a winner (collectively "Winners"), the Entrant will by October 10, 2017 (i) execute an affidavit confirming the Entrant's and Video's eligibility and releasing the Contest Parties from liability (an "Affidavit of Eligibility and Liability Release"), in which Entrant will irrevocably assign and transfer to the Sponsor any and all rights, title and interest in the Video, including, without limitation, all copyrights; (ii) submit to Sponsor the signed originals of the Consent and Release (as defined below) for each individual appearing, or whose voice is heard, in the Video (as further described below); (iii) submit to Sponsor the signed originals of all licenses to music or other copyrighted materials, if any are used, in the Video; (iv) deliver a copy of the Video (via upload, as directed by Sponsor) to Sponsor in high-resolution .AVI, .MOV (QuickTime), .WMV, MP4, MPEG, FLV, 3GP, or 3G2 format; and (v) execute an agreement ("Prize Redemption Agreement") which specifies that prize monies awarded will be used by the Winner exclusively for the purchase of energy efficiency measures to be installed and/or for energy-efficient appliances (as further described below). All selected Winners must have each person depicted (either visually or orally) in the Video sign a Consent and Release as provided by the Sponsor and in the event a person depicted in any Video is a minor, the parent/legal guardian of that minor is required to sign a Consent and Release for the minor.
6. Forever waives any rights of privacy, intellectual property rights and any other legal rights that may preclude the Contest Parties' use of the Entrant's Video or Additional Materials or that may require the Entrant's permission for Contest Parties to use them for any purpose, and agrees to never sue or assert any claim against the Contest Parties' use of those Materials.
7. Agrees to indemnify and hold the Contest Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees and expenses, including any incurred in enforcement of this indemnity) and liabilities (including settlements), brought or asserted by any third party against any of the Contest Parties due to or arising out of the Entrant's Video or Additional Materials in this Contest, or the Entrant's conduct during and in connection with this Contest, including, but not limited to, trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation.
8. Agrees to release and indemnify and hold harmless the Contest Parties from any and all claims that any commercial, advertising, presentation, Internet content or any other

material subsequently produced, presented, and/or prepared by or on behalf of Sponsor or the Contest Parties from the Video or materials contained herein infringes on the rights of any third party or of Entrant (other than with respect to elements of such content not derived from the Video).

### **Video format, content requirements, judging criteria**

#### **Contest Description:**

The Contest asks participants to create a 30-second to 60-second (one minute) Video describing how saving electricity (“being wattsmart”) and/or conservation in everyday life at home is improving quality of life and making Utah better. (“Being wattsmart is good for Utah and for your wallet”). Be creative and help others make a change. The Contest is part of an initiative to promote energy efficiency and conservation and serve as a reminder that little changes can make a big difference now and into the future.

#### **Submission Requirements:**

The Video must explore how saving electricity and/or conservation for use in everyday life at home is improving quality of life and making Utah better.

The Video must be at least 30 seconds in length and may not exceed 60 seconds (one minute) in length and must be in .AVI, .MOV (QuickTime), .WMV, MP4, MPEG, FLV, 3GP, or 3G2 format.

Entrants must complete the Video Contest Entry Form (“Register”). That is available via one of the three access points. See “To enter” above) and obtain a signed appearance Consent and Release (a copy of which can be found at [www.wattsmart.com](http://www.wattsmart.com)) from each individual appearing, or whose voices are heard, in the Video, upon request.

- The Video shall not contain copyrighted music without written permission from the copyright holder.
- The Video shall not have been submitted previously in a promotion or contest of any kind or exhibited publicly through any medium.
- Any Video that includes content that is deemed inappropriate, indecent or obscene by the Sponsor, in its sole discretion, will not be eligible.
- If multiple entries are submitted by a single Entrant only one (1) Video may be selected as a Winner and only one entry may receive a Winning Video Prize (as defined below).

Videos must be received by the Sponsor by 11:59:59 p.m. MDT on September 18, 2017.

If a requirement has been breached, a new winner will be selected.

Winners will be required to provide proof that they meet all requirements and to execute an Affidavit of Eligibility and Liability Release and Prize Redemption Agreement.

Winners will be notified via email or telephone, depending on the contact information provided, on or about October 6, 2017.

### **Entry Requirements:**

1. Review the Contest instructions and rules before you shoot your Video. Contest Site: [www.wattsmart.com](http://www.wattsmart.com) or [www.facebook.com/rockymountainpower](http://www.facebook.com/rockymountainpower) Rules Section: terms and conditions
2. Create your Video. The Video should explore how saving electricity and/or conservation in everyday life at home is improving quality of life and making Utah better. (Remember the 30-second to one-minute time limit).
3. Complete the online entry form by clicking the “Enter” link at [www.wattsmart.com](http://www.wattsmart.com) or on [www.facebook.com/rockymountainpower](http://www.facebook.com/rockymountainpower). Email scanned copies of each Consent and Release to [wattsmart@rockymountainpower.net](mailto:wattsmart@rockymountainpower.net). The Consent and Release form can be downloaded from [www.wattsmart.com](http://www.wattsmart.com). See Submission Requirements section above.
4. Entries will be accepted from 12:00:00 a.m. MDT on July 18, 2017 to 11:59:59 p.m. MDT on September 18, 2017.
5. Video submissions will not be accepted without properly completed entry and Consent and Release forms.

### **a. Entrant and Video Qualifications**

1. Entrant(s) must reside within the Sponsor’s service area, and be in a residence served by Sponsor served under rate schedules 1, 2, 3, 25 or 135 (residential only) as of the Start Date. The Entrant's customer billing number will be required to confirm Winner status.
2. All individuals appearing in the Video must sign a Consent and Release, and if the individual is a minor, it must also be signed by a parent or legal guardian. The Consent and Release form can be downloaded from [www.wattsmart.com](http://www.wattsmart.com) and completed forms must be submitted as provided in Contest Terms, 5 above.
3. Only adults aged 18 years or older may submit a Video in the “ACT WATTSMART” Video Contest.

By completing the above steps, eligible persons will be entered into the Contest as an Entrant. All Entrants agree to the terms and rules of this Contest.

**b. Judging:**

Judging Criteria:

1. Relevancy & Effectiveness of Promoting Energy Efficiency and Conservation: 40 percent
2. Clarity of Expression: 30 percent
3. Creativity and Entertainment: 30 percent

In the event of a tie, the tie will be broken based on the highest score in the first Judging Criteria, continuing thereafter to each Judging Criteria in order, as needed to break the tie.

**c. Technical Requirements:**

Video file(s) of any Video entered in the Contest must be between 30 seconds and 60 seconds (one minute). Judges reserve the right to disqualify any Video that is less than 30 seconds or greater than 60 seconds (one minute). Please see Submission Requirements above for additional details.

**d. Additional Requirements:**

Video must be in English.

All entries must be received by 11:59:59 p.m. MDT on September 18, 2017.

Once you submit your Video, your Video is final and may not be modified or edited further; however, you may modify the elements of your previous Video(s) and resubmit them as a new Video, provided the new Video is materially and substantially different from the previous Video(s), in Sponsor's sole discretion.

No Videos will be returned.

Contest Parties may, in their sole discretion, remove, delete and/or disqualify Videos deemed to be inappropriate or otherwise noncompliant.

You may enter as many Videos into the Contest as long as the same (or substantially similar) Video is not uploaded more than one (1) time throughout the Contest Entry Period. Limit one (1) Winning Video Prize per person (and each email address is presumed to belong to only one (1) person) in this Contest. Each Video must be suitable for display and publication on the Sponsor's website and on television, as determined by Sponsor in its sole discretion (i.e., may not be obscene or indecent, including but not limited to nudity, pornography or profanity); it must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); it must not include threats to any person, place, business, group or world

peace; it must not invade privacy or other rights of any person, firm or entity; and it must not in any other way violate applicable laws and regulations.

Video must not contain any copyrighted works (other than as owned by, or licensed in writing to, the Entrant). Any elements appearing in your Video, including without limitation music, audio, speech/voiceovers, stills, video, supers, or other audiovisual materials used must be entirely original, created and performed by you, be in the public domain, or be licensed to the Entrant in writing. Use of any elements, including without limitation music, audio, speech/voiceovers, video, stills, visuals, or other materials that are not original, in the public domain, or licensed to the Entrant in writing may result in disqualification of the Video, in Sponsor's sole discretion.

Videos that do not comply with these Rules, or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be published or considered for a Winning Video Prize. Sponsor makes the final determination as to which Videos are eligible to take part in this Contest and be considered for a Winning Video Prize. Certain Videos may be featured from time to time on the Company's website, other websites, television and additional media properties during the Contest Entry Period, in Sponsor's sole discretion; being selected as a featured Video is unrelated to the Judging Criteria and does not guarantee selection as a Winner in the Contest.

#### **Selection of winners:**

- One "Best Video" grand prize
- One "Best Video" runner up

Winners will be selected by a judging process in which a panel of judges ("Judges") will evaluate each eligible Video based on the Judging Criteria. All potential Winners are subject to verification, including without limitation, verification of eligibility, compliance with these Rules and completion of all necessary documents. If attempted notification is returned as undeliverable, if a Winner cannot be verified, or if a Winner is otherwise unable to accept a Winning Video Prize, the Prize will be forfeited and may be awarded to an alternate Entrant in Sponsor's discretion.

Entrants agree that the Judges have the sole right to decide all matters and disputes arising from this Contest and that all decisions of the Judges are final and binding in all matters. Winners, by acceptance of their respective Winning Video Prize, agree to release, indemnify and hold harmless Sponsor and Contest Parties, as well as each of their respective parent and affiliated companies, and each of their employees, representatives, contractors, advertisers and sponsors from any and all liability, loss, damage, cost or claim relating to any allegation regarding the acceptance or use of their Winning Video Prize, including but not limited to the commercial airing of the Video or portion(s) thereof.

### **People's Choice voting:**

The verified Videos will be posted on the Sponsor's Website at (the "Website") on or about September 25, 2017. The Videos will be posted for public voting at the Contest Website starting on or about September 25 at 12:00:01 a.m. MDT through September 29, 2017 at 12:00 p.m. MDT. Videos may also be posted for public voting on other social media pages operated by Sponsor during the same period, at Sponsor's sole discretion. **Limit one (1) vote per Entry per person per day. A day will be defined as beginning at 12:00 a.m. MDT and ends 24 hours later at 11:59:59 p.m. MDT. Consumers will be asked to vote on which Video is their favorite.**

### **Prizes:**

The following prizes will be awarded to the applicable Entrants in the Contest:

The Entrants of the winning Videos (maximum of one (1) per Entrant) will receive the respective prizes as described below (the "Winning Video Prizes"):

- One (1) "Best Video" grand prize – up to \$10,000 energy efficiency merchandise award from Lowe's Home Improvement;
- One (1) "Best Video" runner up – up to \$3,000 energy efficiency merchandise award from Lowe's Home Improvement;
- One (1) "People's Choice" award for the Video that receives the highest number of votes from the public as described in "People's Choice Voting" above – up to \$2,000 energy efficiency merchandise award from Lowe's Home Improvement;

**TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES IN CONTEST IS: FIFTEEN THOUSAND DOLLARS (\$15,000).**

An escrow account will be established in each Winner's name at their selected Lowe's location in the stated amounts, which may be used for the purchase of energy efficiency measures to be installed and/or for the purchase of energy-efficient appliances. Winners will be required to execute a Prize Redemption Agreement which specifies that prize monies awarded will be used by the Winner exclusively for the purchase of energy efficiency measures and/or for energy-efficient appliances. Prize monies must be used within a 90 day period after the monies are available at Lowe's. If the monies are not used within this timeframe, the monies will be forfeited. The Prize Redemption Agreement also specifies the Company will be provided a report by Lowe's which lists the items purchased through the Winner's escrow account.

Winners may not apply for or receive incentives from the Sponsor's demand-side management programs for energy efficiency products purchased through the Winner's Contest-related escrow account.



**General conditions:**

All Entrants must have a valid email address. Winners are solely responsible for any taxes on their respective Winning Video Prizes, and will receive an IRS Form 1099 for the value of their Prize. No substitution of Winning Video Prize is offered. Prizes are non-transferable. By participating, Entrants agree to the following: these full Rules, which are final and binding in all respects; the Terms of Use, located at [www.rockymountainpower.net/footer/tou1.html](http://www.rockymountainpower.net/footer/tou1.html); and the privacy policy, located at [www.rockymountainpower.net/footer/privacy.html](http://www.rockymountainpower.net/footer/privacy.html). Further, by participating, Entrants agree that the personal information collected from Entrants, may be used by Sponsor to the extent permitted by law. Unclaimed Winning Video Prizes will not be awarded. Winners will be notified by phone or email on or about October 6, 2017 and will be required to complete, sign and return an Affidavit of Eligibility and Liability Release, a Consent and Release form and a Prize Redemption Agreement by October 10, 2017 or the Winning Video Prize will be forfeited and an alternate Winner may be named. Notification of Winner status must be kept confidential until publicly revealed by Sponsor or the Winning Video Prize will be forfeited. Fully completed Consent and Releases must be received by Sponsor by October 10, 2017. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, unsatisfactory Videos or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual that Sponsor determines to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor or YouTube or Facebook Website; (b) violating the Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any YouTube or Sponsor Website; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. This Contest is offered only in the United States and is governed by the laws of the State of Utah. All claims relating in any manner to this Contest or to any Video must be resolved in the federal or state courts located in the State of Utah.

**Limitations of liability and release:**

Neither Sponsor nor the Contest Parties shall be liable or responsible for any claims, damages or injuries or losses resulting from any person's participation in or attempt to participate in the Contest or ability or inability to upload or download any information or Video(s) in connection with participating in the Contest. Neither the Sponsor nor the Contest Parties shall be liable or responsible for technical problems or technical malfunctions arising in connection with any of the following occurrences which may affect the operation of the Contest; hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or internet connectivity or other online communication problems; errors or limitations of any internet

service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the internet or the Website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and the Contest Parties shall not be responsible or liable for any typographical errors in the announcement of Winning Video Prizes or these rules, or any inaccurate or incorrect data contained on the Website. Use of the Website is at your own risk. Sponsor and the Contest Parties shall not be responsible or liable for any personal injury or property damage or losses of any kind which may be sustained to your or any other person's computer equipment resulting from participation in the Contest, use of the Website or the download of any information or Videos from the Website. By participating in the Contest, the Entrant releases Sponsor and the Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a Winning Video Prize in the Contest, Winners agree that the Sponsor and the Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize or any results of the use thereof to Sponsor. Contest Parties shall not be liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, utilities or telecom failures or any other condition beyond their control.

#### **Official Rules/Winners List:**

For a copy of the Official Rules or a list of winners, visit [www.wattsmart.com](http://www.wattsmart.com) or send a self-addressed, stamped, #10 envelope to:

Act wattsmart Video Contest

Attention: Tiffany Erickson

Rocky Mountain Power

1407 West North Temple, Room 330

Salt Lake City, UT 84111

Requests must be received by October 27, 2017.

#### **Sponsor:**

Rocky Mountain Power

1407 West North Temple, Room 330, Salt Lake City, UT 84111

The Contest is in no way sponsored, endorsed or administered by Facebook, or YouTube.

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