

EQUAL CITIZENS FOUNDATION
CANCEL SUPERPACS VIDEO COMPETITION CONTEST

OFFICIAL RULES

Important: Please read these Official Rules before entering this online contest (the “Contest”).

By participating in the Contest, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below. NO PURCHASE, PAYMENT, OR FINANCIAL CONTRIBUTION OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

1. Eligibility.

- a. CONTEST VOID WHERE PROHIBITED.
- b. CONTEST OPEN TO DOMESTIC UNITED STATES INDIVIDUALS AND INTERNATIONAL INDIVIDUALS WHO ARE OVER THE AGE OF 18 (OR THE AGE OF MAJORITY IF OVER 18 UNDER APPLICABLE LAW).

IF YOU DO NOT MEET THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE, AND EQUAL CITIZENS FOUNDATION (“SPONSOR”) RESERVES THE RIGHT NOT TO AWARD PRIZES TO YOU.

- c. To be eligible to win the prize, entries must be completed and received by Sponsor in the format designated below.
- d. Directors, officers and employees of Sponsor and any of their respective affiliate agents, professional advisors, advertising and contest agencies, and immediate families of each are not eligible to win any prizes.
- e. All applicable federal, state and local laws and regulations apply.

2. Disclaimer. Sponsor, all participating sponsors and any of their respective subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies (collectively, the “Released Parties”) will not be responsible for:

- a. Any late, lost, misrouted, garbled or distorted or damaged transmissions or entries;
- b. Telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures;

- c. Any Contest disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or
 - d. Any printing or typographical errors in any materials associated with the Contest.
3. **Contest Period.** The Contest starts at 12:00 p.m. (all times Eastern Time) September 4, 2023 and ends at 11:59 p.m. on November 7, 2023 (the “Contest Period”). If, on November 7, 2023, the Sponsor determines at its sole discretion that the entries are unlikely to produce winner(s), the Sponsor may choose to extend the contest until December 15, 2023 (“Extended Contest Period”). Any contest extension will be announced on November 7, 2023. All entries must be received during a Contest Period to be eligible to win a prize.
4. **Prizes and Criteria.**
- a. One (1) first-prize of \$50,000 will be awarded.
 - b. One (1) second-prize of \$1,000 will be awarded.
 - c. One (1) third-prize of \$500 will be awarded.
 - d. The winner(s) of the prize(s) will be selected by a panel of judges.
 - e. The judges are free to determine that contestants are tied, in which case the prize for the tied award will be divided among those contestants.
 - f. If the contest ends during the initial Contest Period, the winner(s) will be announced by December 7, 2023. In the event the contest is extended to the Extended Contest Period, the winner(s) will be announced by January 15, 2024.
 - g. Winners are solely responsible for all expenses, costs, or fees associated with acceptance or use of their Prize.
5. **Odds; Taxes; Etc.**
- a. Odds of winning a prize depend on the number and quality of eligible entries received. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF WINNER.
 - b. All prizes will be awarded. A Prize may be forfeited and awarded to an alternative Winner if the Winner Affidavit and Release materials (see Sections 10 and 11 below) are not returned as required by Winner or if two (2) attempts to contact Winner by email are not successful.

- c. Prizes are not transferable. No substitutions or exchanges of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize.
 - d. Limit one prize per address. All prizes are awarded “AS IS”.
6. **Identity of Entrant.** In the event of a dispute about the identity of the entrant, entries will be declared to be made by the authorized account holder of the email address associated with that account at time of entry.
- a. An 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, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.
 - b. The potential Winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.
7. **How to Enter.** Participants may enter (and receive an “Entry” into the Contest) as follows.
- a. An “Entry” is video that is:
 - i. Registered on Sponsor’s Submission Form;
 - ii. Posted on at least one public platform with video hosting capabilities (Youtube, Vimeo, Facebook, or other);
 - iii. Posted with a link to www.cancelsuperpacs.com
 - iv. With the hashtag #CancelSuperPACs.
 - b. By entering the Contest, you represent and warrant that all equipment, materials and facilities used to enter the Contest are owned by you.
 - c. Failure to submit all required information in the manner required in these Official Rules and/or any entry or contribution form may result in disqualification. Proof of online entry will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries are subject to verification by Sponsor. Entries will not be acknowledged or returned.
8. **Contest Rules and Intellectual Property.**

- a. Entries will be judged based on Sponsor’s determination of (1) creative use of stem file themes and/or facts; (2) Shareability of the Entry on social media platforms; and (3) Educational value to the public.

If the contest ends during the initial Contest Period, the winning entries will be declared and will be determined at Sponsor’s sole discretion from all eligible entries from the initial Contest Period by December 7, 2023. In the event the contest is extended to the Extended Contest Period, the winner(s) will be declared and will be determined at Sponsor’s sole discretion from all eligible entries from the initial Contest Period and Extended Contest Period by January 15, 2024.

- b. In the event the Winners are not available and do not respond within 7 days of being contacted, the Winners will be re-selected. Potential winners will be notified by email. To claim the prize, the potential winners should follow the instructions contained in his/her notification.
- c. Unless you opt-in to preserve your rights, barring being chosen as a Winner, once submitted, the Sponsor reserves the right to use and promote the Entries in their sole discretion. Notwithstanding the foregoing, you understand and agree that by submitting your Entry to the Contest, you automatically grant (and you represent and warrant that you have the right to grant) to Sponsor a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, nonexclusive right and license to (i) use, reproduce, distribute, modify, adapt, and publicly display your Entry, and (ii) use and reproduce (and to authorize third parties to use and reproduce) any of your Entry in any or all media throughout the world for purposes determined by the Sponsor.
- d. Except where noted otherwise, all content on Sponsor’s website is licensed under a Creative Commons Attribution 4.0 International license (the “License”). You may distribute, remix, adapt, and build upon the content on this website, even commercially, as long as you credit Sponsor or the original creator for the original creation. By exercising this license, you accept and agree to be bound by the terms and conditions of this License, found at <https://creativecommons.org/licenses/by/4.0/legalcode>.

Content that is not covered by the License is subject to all applicable copyright and other rights. Such content remains the intellectual property of the rightsholder and may not be copied, modified, published, transmitted, distributed, performed, displayed, or sold by you.

- e. Sponsor will have the right to reject any Entry that it deems, in its sole discretion, inappropriate and/or in violation of the terms or spirit of these Official Rules. Participants will not be notified of any rejection. The following is a partial list of the kind of content that is illegal or otherwise prohibited. By way of illustration, but not limitation, you may not submit an Entry that:

- infringes upon or violates any third-party rights, including intellectual property rights, privacy rights, or publicity rights of others, including posting or providing links to unauthorized copies of another party's copyrighted work;
 - promotes and/or encourages illegal or unlawful activity in any country;
 - is defamatory, libelous or slanderous in nature;
 - advocates hate, violence, abuse, threats, or harm against any group, individual or entity;
 - harasses or encourages others to harass any group, individual or entity;
 - is racially, ethnically, or otherwise objectionable;
 - is vulgar, obscene, profane, pornographic, and/or otherwise offensive in nature;
 - discloses third-party confidential, private, or trade secret information;
 - violates any right or duty under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - is patently offensive under a community standard that Sponsor deems appropriate, examples include promoting racism, bigotry, pornography, hatred, or physical harm of any kind;
 - is inconsistent with the goals, objectives, philosophies, and/or purpose of Sponsor, including Sponsor's charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986; or
 - is commercial in nature.
- f. You further understand and agree that: (i) you are solely responsible for understanding all copyright, patent, trademark, trade secret, and other intellectual property or other laws that may apply to your Entry hereunder; and (ii) you are solely responsible for, and Sponsor will have no liability in connection with, the legal consequences of any actions or failures to act on your part while preparing or submitting an Entry, including without limitation any legal consequences relating to your intellectual property rights.

You agree to indemnify and hold Sponsor harmless from and against all claims, costs, loss, and damages of any kind (including reasonable attorney's fees and expenses) arising from or based upon any claim that any Entry prepared or submitted by you infringes the copyright or intellectual property rights of any third party.

- g. When submitting your Entry, you agree that you will not:
- submit an Entry in a manner inconsistent with any and all applicable laws and regulations of any country;
 - impersonate any person or entity, real or fictitious, or falsely state or otherwise misrepresent your affiliation with a person or entity. However, this does not bar entries containing synthetic or deepfake media that clearly indicate the use of these technologies;
 - make unauthorized use of any Sponsor trademarks or service marks;
 - upload, post, email, or otherwise transmit or create an Entry that contains any viruses, Trojan horses, worms, spyware, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
 - upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation that Sponsor considers in its sole discretion to be of such nature;
 - provide information that you know is false or misleading.

Unauthorized or questionable Entries may be subject to investigation. Violations may result in a range of actions subject to Sponsor's sole discretion, including without limitation legal action, including civil, criminal, and/or injunctive action.

9. General Release and Indemnification.

- a. By entering the Contest, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether

intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or any other theory.

- b. You hereby agree to defend, indemnify, and hold harmless the Sponsor and their respective officers, directors, agents, and employees, from all damages, liabilities, claims, and expenses, including without limitation attorneys' fees and costs, arising from any breach of these Rules by you, or from or based any action or inaction by you in connection with an Entry to the Contest.

If there is any claim, controversy, or dispute at law or equity about these Rules ("Claim"), you agree that we will resolve any Claim in accordance with this paragraph. This Agreement will be governed in all respects by the laws of the District of Columbia, without regard to conflict of law provisions. You agree that any Claim must be resolved by a court located in the District of Columbia. You agree to submit to the personal jurisdiction of the courts located within the District of Columbia, for the purpose of litigating all Claims.

10. Use of Winners Name, Likeness, Etc.

- a. Except where prohibited by law, entry into the Contest constitutes permission to use each Winner's name and/or prize information, without limitation, for Contest purposes without further permission or compensation.
- b. As a condition of being awarded any Prize, except where prohibited by law, each Winner may be required to execute a consent for contest purposes without further permission or compensation.

11. Affidavit & Release; Background Security Check.

- a. As a condition of being awarded any Prize, each Winner will be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other legal, regulatory, or tax-related documents required by Sponsor in its sole discretion.
- b. Sponsor may, at its option, conduct due diligence on each potential Winners. Sponsor reserves the right to disqualify any person from receiving any prize based on such due diligence if Sponsor determines, in its sole discretion, that awarding any Prize to such potential Winner could result in a safety or security risk to any person or persons, could result in the disruption of any event associated with the Contest, or for any other reason as determined by the Sponsor.

12. Winner List; Rules Request.

- a. For a copy of the winner announcement, visit cancelsuperpacs.com, after January 15.

- b. To obtain a copy of these Official Rules, visit <https://cancelsuperpacs.com/contest-rules/>.

13. **Intellectual Property Notice.** The Contest and all accompanying materials are copyright © 2023 by Equal Citizens Foundation . All rights reserved.

14. **Miscellaneous.**

- a. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the District of Columbia, United States of America, without regard to its or any other jurisdiction's choice of law provisions.
- b. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects.
- c. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.
- d. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Contest, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned.
- e. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Contest, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Contest.
- f. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest.

15. **Sponsor:** Equal Citizens Foundation, <https://equalcitizens.us>