

CES® 2023 Media Trailblazers Program Official Rules

THIS PROGRAM SPONSORED BY THE CONSUMER TECHNOLOGY ASSOCIATION® (CTA) IS OPEN TO ONLY TO UNITED STATES JOURNALISTS AS SPECIFIED IN THESE OFFICIAL RULES. NO OTHER PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR BE SELECTED FOR THIS PROGRAM. VOID WHERE PROHIBITED.

These CES® 2023 Media Trailblazers Program Official Rules (the “Program Rules”) summarize the requirements and rules of the CES Media Trailblazers Program (“Program”). The Program is intended to start and build relationships with new, diverse journalists and introduce them to CES. The Program Rules are binding on entrants and will co-exist along with a Program Agreement signed between CTA and the selected participants.

1. **Program Sponsor:** Consumer Technology Association (“CTA”), located at 1919 S. Eads St., Arlington, VA 22202. Selected participant deliverable provider: CTA.
2. **Program Dates:**
 - a. Nomination Period: Opens 01:00:01 PM EST July 18, 2022 and ends 04:59:59 PM EST September 16, 2022.
 - b. Selection Period: A committee of CTA team members will select participants no later than October 11, 2022.
 - c. Participant Commitments:
 - i. November 16, 2022 – Optional - CES Unveiled NY, New York
 - ii. January 3-8, 2023 – Required - CES 2023, Las Vegas, Nevada
3. **Eligibility:** To participate in this Program, an entrant must be a member of the media that meets the following criteria:
 - a. Must have been working with current outlet no more than three (3) years or have content in circulation that is no more than three (3) years old
 - b. Must cover technology, business or a relevant show vertical
 - c. Must qualify as CES 2023 Media or a Digital Content Creator under the following criteria:

<u>CES Media</u> Professionals employed by a media company and freelancers on assignment for an outlet	<u>Digital Content Creators</u> Individual who makes content for digital channels (e.g. websites or social media) <small>*Creators meeting 75% of the below metrics will be considered on a case-by-case basis</small>
<ul style="list-style-type: none"> • Three (3) articles published within the last nine (9) months with your byline • Letter from an editor or producer on station/network letterhead or from a company email address that states you are covering CES on assignment • An “About” page or masthead listing from a newspaper, publication or blog naming you as an editorial contributor 	<ul style="list-style-type: none"> • 10,000 or more monthly <u>podcast</u> streams; OR • 50,000 or more monthly views on <u>YouTube</u>; OR • 75,000 or more monthly video views on <u>TikTok</u>; OR • 50,000 or more <u>Instagram</u> followers; OR • 30,000 or more <u>Twitter</u> followers; OR • 25,000 or more <u>LinkedIn</u> followers; AND <ul style="list-style-type: none"> ○ Three tech-centered articles on LinkedIn published within the last 12 months; OR ○ Named one of LinkedIn’s “Top Voices” in the Technology category within the last six (6) years

- d. Must not have exceeded past CES attendance described below:
 - i. Media employed by an outlet must not have attended CES in-person more than two (2) years
 - ii. Digital content creators must not have attended CES in-person more than three (3) years
- e. Must share two (2) relevant pieces of work and have a submitted nomination through the online form
- f. Must be able to attend Media Days/CES 2023
 - i. Both Media Days (January 3-4, 2023); AND
 - ii. At least two (2) days of CES 2023 (January 5-8, 2023)

This Program is open only to persons who, as of date of entry are legal residents of one of the fifty (50) United States or the District of Columbia, at least 18 years of age or older (19 years of age or older in Alabama and Nebraska). The Program is void where prohibited or restricted by law. CTA reserves the right to limit, or restrict upon notice, participation in the Program to any person or entity at any time for any reason.

- 4. **How to Enter:** Entrants must submit one (1) completed application per person. During the Nomination Period, entrants can apply online at <http://www.ces.tech/Media/Become-a-Media-Trailblazer.aspx>. Entries will be stored on Formstack until January 31, 2023, after which submission information will be deleted. CTA will retain nomination applications for archival purposes for up to three (3) years. Nominations submitted by email or hard copy will not be accepted. There are no fees associated with submitting a nomination.
- 5. **Program Participant Selection:** A committee of CTA team members will review eligible Program nomination applications. CTA is committed to showcasing traditionally under-represented communities within the technology industry. The committee will select up to 25 Trailblazers based on the following qualifications: 1) Outlet or channel reach; 2) Quality of content; 3) Content/writing topics; 4) Strength of nomination/entry form; and 5) Relevancy to cover technologies shown at CES.

Odds of being selected for the Program depends on the number of eligible entries received. Designation as a Program participant is subject to proof of compliance with Official Rules, maintaining compliance with these Official Rules and approval by CTA. Selected Program participants will be required to supply contact information including, but not limited to name, phone number and email address as a condition of participating in the Program. Personal information supplied on the nomination application will be used solely to select Program participants and may be used for CTA marketing purposes. Personal information will not be sold or shared. Once notified, selected participants must complete a Program Participation Agreement which must be signed and returned to CTA within seven (7) days of CTA's initial selection outreach. Failure to timely sign and return the Program Participation Agreement may result in the applicable participant's disqualification, forfeiture of all interest in Program awards, and the selection of a substitute participant. Awards not claimed by eligible participants in accordance with these Official Rules will not be awarded and will remain the property of CTA.

Selected Program participants will be notified via email no later than October 14, 2022 by CTA.

Program participants will be announced publicly at CES Unveiled NY on November 16, 2022. For a list of participants (available after November 16, 2022), send your request with a self-addressed stamped envelope to Communications Department, Attn: Media Trailblazers Program, Consumer Technology Association, 1919 S. Eads Street, Arlington, VA 22202.

- 6. **Program Awards:** Selected Trailblazer participants will receive the following:

- a. Roundtrip airfare to Las Vegas, NV for CES (cost capped per contract)
- b. Hotel accommodations in Las Vegas, NV for nights during CES (hotel selected by CTA)

Awards will be included in more detail in the Program Participation Agreement which must be signed by each selected participant as a condition to receive the Program awards. Total estimated maximum ARV of all Program costs: \$46,000.

7. **Rights Granted to CTA:** Except where prohibited and subject to confidential application information, by entering the Program you also irrevocably agree that CTA may use your name, photograph, and any verbal or written statements regarding your participation in the Program (collectively, "Your Likeness") throughout the world, in perpetuity, in any media, without limitation or compensation to you. With regard to Your Likeness, by entering the Program, you waive privacy/publicity rights and other legal or moral rights that might preclude CTA's use of Your Likeness, and you agree not to sue or assert any claim against CTA relating to their use of Your Likeness. Each entrant selected as a Program participant grants CTA permission, without compensation or prior approval, to use its name, detailed description, website and photograph/Likeness in promoting this or similar awards programs in the future.
8. **Privacy Statement:** CTA adheres to all applicable data privacy and security laws. CTA will collect nominee name, e-mail address, website and address for the purpose of selecting participants for this Program. This information is required in order to process entries and will be used to send transactional emails and correspondence directly related to the Program. The information will also be shared with Program judges for winner selection. CTA may disclose personal information to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

If you choose not to supply the information, you will not be eligible to enter this Program. By submitting information in the entry process, you consent to your personal information being processed and used. Please become familiar with the CTA Privacy Policy located here <https://www.cta.tech/Privacy-Policy>, and incorporated into these Program Rules.

If you are entering personal information on behalf of anyone other than yourself, you represent that you are authorized to complete this Program entry and that the information you provide is accurate. You agree to be solely liable for damages as a result of any information you provide. You agree to indemnify and hold harmless CTA, its officers, directors, employees, agents and affiliates from all liability, damages, judgments and costs (including reasonable attorneys' fees) for any claims brought by or on behalf of any third party arising from your conduct, misconduct or negligence in completing a Program entry on another's behalf.

9. **Restrictions and Additional Information:** By entering, you agree to abide by these Official Rules and the decisions of CTA and the selection team, which shall be final and binding on all matters relating to the Program. Entrants agree to waive any right to claim ambiguity or error in these Official Rules.
 - a. CTA and its clients, officers, directors, agents and employees are not responsible or liable for: (1) garbled, illegible, incomplete, damaged, misdirected, late, lost or failed entries; (2) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (3) errors or delays in transmission; (4) any condition caused by events beyond the control of CTA which may cause the Program to be disrupted or corrupted; (5) any losses or damages caused by participation in the Program or acceptance or use of the prize; or (6) any printing or typographical errors in any materials associated with the promotion.
 - b. CTA may prohibit you from participating in the Program, in its sole discretion, if you fail to follow the Official Rules or act: (a) in a manner it determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant/participant or CTA; or (c) in any other disruptive manner. CTA reserves the right to rescind any award granted to a winner who has misrepresented themselves or has been misrepresented by a nominator in this Program.

- c. Entries deemed by CTA in their sole discretion to be immoral, obscene, indecent, profane or not in keeping with CTA's image will be disqualified. CTA reserves the right in its sole discretion to disqualify any entry at any time which, in CTA's opinion, endangers the safety or well-being of any person, or fails to comply with these Official Rules.
- d. CTA reserves the right in its sole discretion to cancel, terminate or suspend this Program should electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes beyond the control of the CTA and its agencies corrupt or affect the administration, security, fairness or proper play or conduct of the Program.
- e. Employees of CTA, its subsidiaries, sales representatives, advertising, promotion and all other service agencies involved with design, execution or fulfillment of this Program, and members of the immediate families (defined for these purposes as parents, children, siblings and spouse) or households (whether related or not) of any of the above are NOT eligible to participate.
- f. Awards are not transferable. No cash redemptions. No substitutions, except that CTA reserves the right to substitute an award of equal or greater value. All awards will be granted provided they are properly claimed in accordance with these Official Rules and a sufficient number of eligible entries are received.

10. **Disputes:** By participating, entrants forever and irrevocably release, indemnify, and hold harmless, CTA and its officers, directors, employees, agents and all others associated with the development and execution of this Promotion from and against any injury, loss or damage caused or claimed to be caused by your participation in the Program and/or the acceptance, awarding, receipt, use and/or misuse of the prize, including without limitation personal injury, death, and/or property damage. Entrants agree that CTA is not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Program and/or the awarding of any prize. In the event that the preceding release and indemnity clause is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the Program, (i) any and all disputes, claims, and causes of action in connection with the Program, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Program, but in no event attorney's fees; and (iii) and entrant hereby waives all rights to claim, indirect, punitive, incidental, special, exemplary or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

11. **Governing Law:** Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of CTA or entrants in connection with the Program, shall be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules. Entrants consent to the exclusive jurisdiction of the State and Federal courts in the Commonwealth of Virginia.