



## Mobile Beacon Moments Storytelling Contest Rules and Regulations

### Contest:

- Mobile Beacon is proud to launch the 2020 Mobile Beacon Moments Storytelling Contest. Our customers are at the heart of everything we do. For the past ten years, Mobile Beacon proudly provided unlimited, reliable, fast mobile broadband service to the anchors of our communities across the country. We've loved hearing how access to the internet allowed your organization to reach more, access more, and help more in your area. In honor of our 10th year anniversary, we invite you to share how Mobile Beacon impacted your organization and mission. We'd like the opportunity to shine a light on you and the incredible work your organization does every day. By sharing your Mobile Beacon moments, your organization will enter for the chance to win one of our 10-year Community Grants.
- Eligible entrants who are representatives of Mobile Beacon customers are invited to submit an original story on the theme. Entrants are encouraged to use photos, audio clips, text quotes from participants, and/or videos in the story under 5 minutes. Entries must clearly depict how Mobile Beacon's internet service impacts your organization. Accepted file types: jpeg, jpg, png, gif, zip, pdf, mp3, mp4, mov. Max file size per upload: 2MB.
- Submissions will be accepted until 11:59 PM EST, Thursday, December 31, 2020.
- Eligible entrants may submit their submissions to Mobile Beacon by completing the contest entry fields and uploading your story at <https://www.mobilebeacon.org/mobile-beacon-moments/>.

### Submission:

- Entrants are encouraged to submit stories that are easily shareable via social media, including, Facebook, Twitter, and/or LinkedIn. Additionally the top 10 entries will be shared on Mobile Beacon's website.
- Submissions must be original and must not be copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless person making the submission is the owner of such rights or has permission from the rightful owner to use the material and to grant Mobile Beacon all of the license rights.
- Submissions must be suitable for display to a general audience with respect to language, visual content, presentation, themes discussed, and related issues.

- All entries must be completed in English, and videos must include content that is entirely understandable to an English-speaking audience.
- If a submission comprises a photo in which a person is recognizable, the entrant must be prepared to provide a release from the subject or, in the case of a minor, the subject's parent or guardian, to Mobile Beacon upon request. Similarly, if the submission comprises a photo that depicts other people's work (such as sculptures, statues, paintings, and other copyrightable works), the entrant must be prepared to provide a release from the rights holder to Mobile Beacon upon request. If the entrant is unable to provide all required releases, Mobile Beacon, in its sole discretion, reserves the right to disqualify the submission, seek to secure the required releases, or permit the submission to remain in the contest.
- Submissions must not include text, photos, videos or audio that violate or infringe upon another person's rights, including but not limited to copyright.
- Submissions that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, as determined by Mobile Beacon in its sole discretion, are ineligible for all categories of this contest.
- The entrant retains rights to the submission; however, by entering the contest, the entrant grants Mobile Beacon (and those authorized by Mobile Beacon) a royalty-free, worldwide, perpetual, freely transferable and sub-licensable, non-exclusive license to use, make copies, share, publicly display, distribute, redistribute, reproduce and create derivative works of the submission and all photo, audio, video, and any other multimedia included in the submission, in whole or in part, in any media now existing or later developed, for any lawful purpose. Mobile Beacon will not be required to pay any additional consideration or compensation, or seek any additional approval in connection with any such uses.

## Eligibility of Entrants:

- Entrants must be above the age of 18 years and current employees of, or volunteers associated with organizations that are current Mobile Beacon customers with active service on at least one hotspot device per organization.
- Mobile Beacon will, in its sole discretion, determine eligibility and ineligibility of entrants.
- Only one submission per person may be submitted. Each customer organizations may have more than one entry from valid representatives of the organization.
- Entrants must complete the submission form by the entry deadline in order for your submission to be considered.
- The customer organization must be a Mobile Beacon customer in good standing, with no history of breach or violation of Mobile Beacon's LTE Customer Agreement. Participation in this contest does not imply that the customer is in good standing.

## Judging Process and Winner:

- After the entry deadline, submissions will be reviewed by Mobile Beacon, or persons designated by Mobile Beacon, and the top 10 submissions will be selected and announced as finalists.
- The top 10 finalists will be announced in January 2021 and a public vote will be conducted to choose the winner.
- At the end of the voting period, the submission with the most votes will be announced and organization that is represented by the winning submission will be awarded a 10-year anniversary community grant by Mobile Beacon.
- Winners will be notified by Mobile Beacon via the entrant's contact information provided at the time of entry and via Mobile Beacon's contact at the applicable customer organization.
- Mobile Beacon will award the participating customer organization represented by the winning submission a prize of \$10,000, 10 laptops, and 10 mobile hotspots with unlimited data.
- All prizes are subject to Mobile Beacon's terms and services specifically related to grantee organizations.
- All prizes are awarded "as is" and non-transferable. Non-monetary prizes cannot be exchanged or redeemed for cash.
- All taxes and any other expenses upon the receipt and use of the prize are the sole responsibility of the winner.

## Other Requirements:

- By entering the contest, the entrant represents and warrants that:
  - She/he is 18 years of age or older, and is an employee or volunteer associated with an organization that is a current Mobile Beacon customer with active service on at least one hotspot device, and has been authorized to participate in this contest by the organization.
  - The submission, including its contents, is an original work of the entrant, or are works of authorship for which the entrant has obtained any necessary permission for use as contemplated herein;
  - At the time of entry or any time thereafter, the submission does not contravene any contractual, legal or other obligation;
  - At the time of entry or any time thereafter, the submission does not infringe the intellectual property rights of any third party and may not include any trademarks, logos, or images, or copyright protected work which are not owned by the entrant;
  - The submission does not contain any pornographic, obscene, or defamatory materials;
  - Use of the submission by Mobile Beacon will not infringe any copyrights, rights of publicity or any other rights of any person, living or dead; and
  - Entrant has relevant permission, where required, to use any third party intellectual property, including audio, video, and images or likeness of any person contained in the submission.

- Entrants are solely responsible for their entries. Entrants may not submit materials that introduce any software viruses, worms or other programs designed to damage software, hardware or telecommunications equipment or are off-topic, partisan-political, contain advertising, nudity, personal attacks or expletives, or is otherwise abusive, threatening, unlawful, harassing, discriminatory, libelous, obscene, false, sexually explicit, or that infringes on the rights of any third party.
- Mobile Beacon assumes no responsibility for late, lost, damaged or misdirected entries, or for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the sender or by any of the equipment or programming associated with or used in this contest that may limit the ability to join or participate, or by any human error that may occur in the processing of the entries in this contest. If for any reason the contest cannot be conducted as described in these rules, Mobile Beacon shall have the right, in its sole discretion, to cancel, terminate, modify, or suspend the contest.
- Each entrant, and the organization represented by such entrant, shall indemnify and hold Mobile Beacon and respective directors, officers, employees, and agents harmless from and against all claims of any nature arising in connection with the entrant and the customer organization's participation in the contest and acceptance or use of a prize. The indemnified parties are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or causes beyond their control.
- By participating in this contest, the entrant, and the organization represented by such entrant, hereby waives all rights and releases Mobile Beacon (including its officials, employees, representatives, agents, licensees, successors, and assigns) from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of the submission.
- The contest is void where prohibited or restricted by law. Mobile Beacon reserves the right to cancel the contest or modify these rules at its discretion. In the event of a dispute regarding the winners, Mobile Beacon reserves the right to award or not award the prizes in its sole discretion. Mobile Beacon reserves the right to disqualify any entrant whose entry or conduct appears in any way to tamper with the competition; violate these rules or other applicable law or regulation; infringe on the rights of third parties; or act in an unsportsmanlike or disruptive manner. Decisions of Mobile Beacon are final and binding.

