

# TERMS AND CONDITIONS FOR THE EMPOWER AND HELP GLOBAL AWARENESS 2021-2022 CHALLENGE:

PLEASE READ THESE RULES CAREFULLY PRIOR TO PARTICIPATION OR ENTRY. RULES APPLY TO THE PARTICIPANTS OF BOTH THE EMPOWER AND HELP GLOBAL AWARENESS CHALLENGE AND THE AMBASSADOR PROGRAM. “THE CHALLENGE” HERE REFERS TO THE GLOBAL AWARENESS CHALLENGE. “THE PROGRAM” HERE REFERS TO THE AMBASSADOR PROGRAM.

1. **Eligibility:** The Challenge and The Program is open only to individuals who: (a) will be attending grades 6 to 12 within the U.S. school system at the time entry is submitted; (b) have their parents’/legal guardians’ permission to participate in The Challenge and The Program.
2. The Challenge and The Program is administered in the United States and by submitting an Entry to The Challenge and The Program you consent to the transfer of your personal information and, in the event of a minor, said minor’s parent or legal guardian consents to the transfer of his/her child’s personal information.
3. **Ineligibility:** The Challenge and The Program are not open to students who go to a school system outside of the U.S. and/or who are not in Grades 6 to 12.
4. **Registration Period:** The registration period for The Challenge and The Program ends at 11:59 p.m. EST on June 12, 2021 (the “Registration Period”).

5. **How to Register for the Challenge:** To register, visit [www.empowerandhelp.com](http://www.empowerandhelp.com) (the “Site”) and click on Global Challenge to Register.
6. **How to Register for the Ambassador Program:** To register, visit [www.empowerandhelp.com](http://www.empowerandhelp.com) (the “Site”) and click on Ambassador Program to Register. Ambassador Program participants are automatically entered for The Challenge.
7. **Registration Fees:** There is a \$14.99 registration fee The Challenge. There is a \$34.99 registration fee for The Ambassador Program ( Ambassador Program participants are automatically entered for The Challenge). Once you register please note that registration fees are non-refundable.
8. **Video Submission Deadline for The Challenge:** Video submission for The Challenge ends at 11:59 p.m. EST on August 31, 2021 (the “Entry Period”).
9. **Team Size for The Challenge:** For The Challenge there is a maximum team size of 5. While EMPOWER AND HELP encourages each Participant to join a team and collaborate with other Participants, single person teams are permitted. Every participating person will have to be individually registered for The Challenge.
10. **How To Enter The Challenge:** To enter, visit the Site before June 12th, 2021 and follow instructions under Global Challenge tab. All Entries (as defined below) must be in the English language and must be completed and received no later than 11:59 p.m. EST on August 31st, 2021 to be eligible. Proof of submission is not proof of receipt. EMPOWER AND HELP’s computer will be the official clock for The Challenge. EMPOWER AND HELP reserves the right not to acknowledge or return any Entry. Each Entry must include the following (collectively, an “Entry”):

1. Team name (even if participating alone);
2. Every participating person will have to be individually registered for The Challenge
3. Team member information, including each member's first name, last initial, month and year of birth, and email (if any team members are under 13 years old, the email of a parent or guardian for each member under 13 must be provided);
4. Brief statement of idea (140 characters or less) along with your video;
5. Please submit the video files using standard video formats like MOV (.mov), MPEG-4 (.mp4), FLV (.flv), or WMV (.wmv) – accepted by youtube.
6. Signed release form for each contestant appearing in video.
7. Everything above should be sent in a single email to [contactus@empowerandhelp.com](mailto:contactus@empowerandhelp.com).

11. Reporting of The Ambassador Activities: All Ambassador activities must be completed and reported by no later than 11:59 p.m. EST on August 31, 2021 to be eligible for the Ambassador Reward. Proof of submission is not proof of receipt. EMPOWER AND HELP's computer will be the official clock for the Ambassador Program. EMPOWER AND HELP's reserves the right not to acknowledge any submission.

12. The parent or legal guardian of a Participant under the legal age of majority in his/her jurisdiction of residence: (a) will ensure that Participant will comply with these Rules; and (b) warrants that Participant is capable of agreeing (through him/herself or through his/her parent or legal guardian) to these Rules and giving the consent contained herein. The Participant's parent or legal guardian must

agree, and does hereby agree, to indemnify the EMPOWER AND HELP, and EMPOWER AND HELP Parties from and against: (a) any claims made by you or your family against the EMPOWER AND HELP and EMPOWER AND HELP Parties in connection with The Challenge; and (b) any losses (including any liability) caused by any of your conduct which is inconsistent with these Rules.

**13. Video Submission Guidelines for The Challenge:** Each team must comply with all of the following content restrictions:

1. The video **MUST NOT** contain any team member's last name, address, social security number, or other federal or state identification number.
2. Video submissions should not surpass 4 minutes in length.
3. The video must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, patent, intellectual property-related rights, or property-related rights;
4. The video must not contain footage, images, or artwork not created by the team members unless the entrants have obtained all rights necessary to include such footage, images, or artwork as part of an Entry to the Challenge;
5. The video must not contain anything that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous.
6. The video must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
7. The video must not contain material that is in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created;
8. The video must not show experimentation with dangerous materials or items in any manner whatsoever; and

9. The video must not include third-party intellectual property or copyright-protected content, like logos on shirts or branded products visible in the background. Video should have all original content.
10. Please get appropriate permissions and/or credit the source of any third-party content referenced during the speech.
11. Each and every member of the team must meet all eligibility requirements of The Challenge.

**14. Selection, Announcement, And Further Review Of Finalists:** EMPOWER AND HELP will select 5 contestant entries as EMPOWER AND HELP Global Challenge Finalists (“Finalists”) based on the following process:

Our panel of esteemed expert judges will be looking for the following specific factors when judging your video. They will be following the following rubric. Videos will be officially accepted, selected and judged only from registered contestants who have emailed the release form and completed the registration process.

- **Message:** This is what you want the judges and the world to know about your cause. It is your time to educate and raise awareness on your topic. It needs to be clear what the topic is and easy to understand.
- **Organization of information:** The best way to get a message across is by being organized. Present your information in a logical way that flows and is easy to follow.

- Originality/creativity: This is your time to shine! You want the content of your video to be unique and something that you came up with on your own. Get creative, think outside of the box, and have fun!
- Tone: This means your attitude in the video - the tone of your voice over and your script writing will communicate this. Tone creates the mood that your viewer will feel. How you make your viewer feel is very important. Let your passion for your topic come through. Topics may warrant different tones. For example, sad topics will have sad tones but maybe it will have an optimistic tone when you present a viable solution at the end of the video.
- Impression: You want to leave the judges with a lasting impact after they watch your video. You want them to learn something new, elicit a specific feeling, and leave them thinking about your video and topic long after they have finished watching it. Answer the “So what?” question at the end of your video: why your viewer care after watching it.
- Solution: Every issue needs a solution. The judges will be looking for your personal solution ideas to your chosen topic. You can present original solutions that you came up with, or you can highlight an organization that is working to help find a solution to the problem.
- Credit: You need to give credit to those who provided you with information. You need to include citations at the end of your presentation to receive credit in this category.
- Timeliness: All videos must be submitted by August 31, 2021 to be judged. If you submit after the deadline, your video will automatically be disqualified.
- Selected videos will be uploaded on our YouTube channel.

**15. Cash Prizes For The Winners Will be distributed as below:** EMPOWER AND

HELP will select 5 Global Awareness Challenge winners. 1 Golden Ambassador will be chosen from the Ambassador Program. Details are listed below

- EMPOWER AND HELP Global Challenge Championship Award - \$300

High School Rewards :

- EMPOWER AND HELP Global Challenge Winner - \$150
- EMPOWER AND HELP Global Challenge Runner Up - \$100

Middle School Rewards :

- EMPOWER AND HELP Global Challenge Winner - \$150
- EMPOWER AND HELP Global Challenge Runner Up - \$100

Ambassador Program Reward: This reward is for top performing from The Ambassador Program voted anonymously.

- EMPOWER AND HELP Golden Ambassador Award - \$200

16. The age of the oldest team member on the date the entry is submitted determines a team's division. If a team is combined of middle school and high school contestants, then the team will be judged as a high school division.

17. Winning teams will have to split the award evenly among themselves for charitable use.

18. **All Decisions Final:** All decisions of EMPOWER AND HELP and EMPOWER AND HELP Parties are final and binding in all respects.

19. **Winner Notification and Verification:**

EMPOWER AND HELP will publish the final results on its website and also notify the potential winners by using the email address(es) provided on the Registration Form. Register with a valid email address. Should a winning notification be undeliverable, it will result in disqualification. If a potential winner is unreachable by email during a period of seventy-two consecutive hours, the potential winner and/or his or her team may be disqualified and/or EMPOWER AND HELP may elect not to award the applicable prize, as EMPOWER AND HELP may determine in its discretion.

20. **Grant of Rights:** By registering for The Challenge and The Program, each Participant (or if a minor, such Participant's parent or legal guardian) grants to EMPOWER AND HELP and its designees the irrevocable, royalty-free right to publish, disseminate, and use the person's name, likeness, and biographical information without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of The Challenge, The Program, and the



promotion of EMPOWER AND HELP and its activities. In addition, by registering, each Participant grants to EMPOWER AND HELP and its designees a nonexclusive, irrevocable, royalty-free license to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, the Entry and all components thereof, including without limitation posting the Entry and/or components thereof on the Site (or such other online environments as Project EMPOWER AND HELP may designate), in connection with the execution and promotion of The Challenge and The Program and the promotion of EMPOWER AND HELP and its activities, without further notice or compensation

**21. Disputes:** The Challenge and The Program is governed by United States law and is subject to all applicable federal, state, and local laws and The Challenge Rules shall be governed by and interpreted under the laws of the State of New Jersey without regard to its conflicts of law provisions. Participants hereby agree that any and all disputes claims, causes of action, or controversies arising out of or in connection with The Challenge or these Challenge Rules shall be resolved in arbitration individually and without resort to collective, class, or aggregate action as set forth in the Terms of Use, which are available on the Site, and such arbitration must be brought and heard in the State of New Jersey. By registering and/or submitting an Entry, each Participant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

**22. Indemnity:** By registering and/or submitting an entry, each Participant agrees to indemnify, hold harmless and defend the EMPOWER AND HELP and the

EMPOWER AND HELP Parties from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the registration, participation, and entry in The Challenge and/or The Program any use of the Entry, and/or the exercise by EMPOWER AND HELP of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Entry. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Entry, EMPOWER AND HELP shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any prize.

**23. DISCLAIMER:** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL THE EMPOWER AND HELP, THE EMPOWER AND HELP PARTIES, FOR THE EMPOWER AND HELP GLOBAL CHALLENGE , FOR THE AMBASSADOR PROGRAM BE LIABLE TO ANY PARTICIPANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT EMPOWER AND HELP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**24. Release of Claims:** By registering and/or submitting an Entry, each Participant releases the EMPOWER AND HELP and the EMPOWER AND HELP Parties

for The EMPOWER AND HELP Challenge and/or The EMPOWER AND HELP Program from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with participation in The EMPOWER AND HELP Challenge and/or The EMPOWER AND HELP Program, any use of the Entry and/or the exercise by EMPOWER AND HELP of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the team's Entry and claims for injury, loss or damage of any kind resulting from the team member's participation in EMPOWER AND HELP Challenge and/or The EMPOWER AND HELP Program or acceptance or use of any prize.

**25. No Limitation on Exploitation of Materials:** Each Participant acknowledges that the EMPOWER AND HELP engages and has engaged and will in the future engage in the development, preparation, production, acquisition, and dissemination of creative, educational, artistic, and other material (collectively, the "Materials"), including without limitation Materials that are similar or identical to a team member's Entry. Each Participant also acknowledges that other persons, including employees of EMPOWER AND HELP, may previously have originated and/or submitted to EMPOWER AND HELP or to others, and may hereafter originate and/or submit, Materials that are similar or identical to the Participant's Entry. Each Participant agrees that it will not be entitled to any compensation because of the use by EMPOWER AND HELP of any such similar or identical material.

26. Without limitation of the foregoing, EMPOWER AND HELP may use, without any payment or other obligation whatsoever to any Participant, any part of the Materials, and any idea or concept contained therein, that (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by EMPOWER AND HELP before or at the time of the Participant's Entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to EMPOWER AND HELP or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as an Entry or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by EMPOWER AND HELP or any third party. By registering and/or submitting an Entry, each Participant agrees that EMPOWER AND HELP's development, preparation, production, acquisition, dissemination, and/or exploitation of Materials similar or identical to the Participant's Entry or containing features, ideas, material and/or elements similar to or identical with those contained in the Participant's Entry shall not entitle the Participant to any compensation or other right or remedy whatsoever. As an inducement to EMPOWER AND HELP to accept the Participant's Entry into The Challenge and/or The Program, each Participant hereby waives any claim or right of action against EMPOWER AND HELP Parties or their successors in connection with the EMPOWER AND HELP Parties' use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a Participant's

Entry or contain any features, ideas, material, and/or elements that are similar or identical to those contained in a Participant's Entry. Acceptance by EMPOWER AND HELP of an Entry is not an admission by EMPOWER AND HELP of the novelty or originality of the Entry.

**27. General Terms:** All national, state, municipal and local laws and regulations apply. If any provision of these rules is invalid under the law, rules or regulations will only apply to the extent permitted. EMPOWER AND HELP reserves the right in its sole discretion to disqualify any individual who violates these Challenge and Program Rules, tampers with the entry process, and/or acts in any way that would, in any way, discredit or harm the reputation of EMPOWER AND HELP, and/or to cancel, modify, or suspend The Challenge and/or The Program if a Participant engages in fraud or misconduct or other conduct beyond the control of EMPOWER AND HELP which corrupts the administration, integrity, security, and/or proper operation of The Challenge and/or The Program. Without limitation of the foregoing, EMPOWER AND HELP reserves the right to terminate, modify, or suspend The Challenge and/or The Program due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. EMPOWER AND HELP is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed Entries, or for technical or human errors or failures of any kind in

connection with the submission, transmission, processing or judging of Video Submissions, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Caution: Any attempt by a person to deliberately damage any website or undermine the legitimate operation of The Challenge or The Program is a violation of criminal and civil laws and should such an attempt be made, EMPOWER AND HELP reserves the right to seek damages from any such person to the fullest extent of the law. EMPOWER AND HELP is not responsible for any typographical or other error in the printing of the offer, administration of The Challenge, and/or The Program in the announcement of the prizes. These Challenge and Program Rules set forth the entire agreement and understanding between EMPOWER AND HELP and Participant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements, and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, EMPOWER AND HELP reserves the right, in its sole discretion, at any future time to terminate, modify, or suspend The Challenge and/or The Program for any reason, in EMPOWER AND HELP's sole discretion. All notices shall be in writing and shall be delivered to the Participant in accordance with instructions contained on the Registration Form. EMPOWER AND HELP's failure to enforce any provision of these Challenge and Program Rules shall not constitute a waiver of any provision contained herein. The titles of Sections of these Challenge and Program Rules are for convenience only and

shall not be given any legal effect. The word “including” is used in these Challenge Rules to mean “including but not limited to”.

28. **Privacy:** Personal information collected by EMPOWER AND HELP is subject to the Privacy Policy located at <http://empowerandhelp.com/privacy-policy/>.