

*Star Trek*<sup>TM</sup> REPLICATOR CHALLENGE

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS COMPETITION. THE FUTURE ENGINEERS: *Star Trek*<sup>TM</sup> CHALLENGE IS RUN BY THE ASME FOUNDATION (AMERICAN SOCIETY OF MECHANICAL ENGINEERS), 1828 L ST. N.W. SUITE 810, WASHINGTON, D.C. 20036 (“SPONSOR”). CONTEST ADMINISTRATOR: FUTURE ENGINEERS, LLC, PO BOX 9043 MARINA DEL REY, CA 90295.

PLEASE NOTE THAT THIS IS NOT A PRIZE DRAW BUT A SKILL-BASED COMPETITION. PLEASE ALSO NOTE THAT THESE OFFICIAL RULES DO NOT CONSTITUTE A TENDER AND TENDER LAW, REGULATIONS AND PRINCIPLES DO NOT APPLY.

THE FUTURE ENGINEERS: *Star Trek*<sup>TM</sup> REPLICATOR CHALLENGE IS OPEN TO ELIGIBLE PERSONS BETWEEN THE AGES OF 5 – 19 RESIDING IN THE UNITED STATES. SEE RULE 3 FOR ELIGIBILITY DETAILS.

THE FUTURE ENGINEERS: *Star Trek*<sup>TM</sup> REPLICATOR CHALLENGE INVITES ELIGIBLE PERSONS TO SUBMIT A 3D MODELED DESIGN OF A NON-EDIBLE SPACE FOOD OBJECT. THE COMPETITION WILL BE COMPRISED OF AN OPEN ENTRY SUBMISSION PHASE (TWO (2) AGE CATEGORIES: JUNIOR ENGINEERS AGES 5-12 AND TEEN ENGINEERS AGES 13-19), SUBMISSION JUDGING TO DETERMINE TEN (10) SEMI-FINALISTS, AND THEN CULMINATING IN A SECOND ROUND OF JUDGING TO SELECT FOUR (4) FINALISTS, FOLLOWED BY AN INTERVIEWING ROUND TO SELECT ONE (1) WINNER IN EACH AGE GROUP.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS COMPETITION. MANY WILL ENTER, FEW WILL WIN.

**1. Competition Dates and Times:** The Future Engineers: *Star Trek*<sup>TM</sup> Replicator Challenge competition described in these Official Rules (the “**Competition**”) begins February 16, 2016 at 12:00:01 AM Pacific Time U.S. (“**PT**”), and ends on or about July 5, 2016 at 11:59:59 PM PT (“**Competition Period**”) with the deadline for submission of entries being May 1, 2016 (11:59:59 PM PT). For the purposes of these Official Rules, a “day” shall begin at 12:00:01 AM PT and end at 11:59:59 PM PT. The Future Engineers computer runs the official clock for the Competition and will solely determine the time by which an entry is received. During the Competition Period there are a series of events which start and end on or about the dates and times noted below:

<b>EVENTS</b>	<b>STARTS</b> at 12:00:01 AM PT on Dates Noted	<b>ENDS</b> at 11:59:59 PM PT on Dates Noted
OPEN CALL FOR ENTRIES	February 16, 2016	May 1, 2016
JUDGING TO SELECT SEMI-FINALISTS	May 2, 2016	May 20, 2016

SEMI-FINALISTS/ALTERNATE CLEARANCE PERIOD	May 23, 2016	May 31, 2016
TEN SEMI-FINALISTS ANNOUNCED	June 3, 2016	
JUDGING TO SELECT THE FINALISTS	June 3, 2016	June 9, 2016
FOUR FINALISTS ANNOUNCED	June 10, 2016	
INTERVIEW SKYPE/HANGOUTS	June 13, 2016	June 28, 2016
WINNERS ANNOUNCEMENT	July 5, 2016	

*Note: All dates/times are Pacific Time Zone*

**2. Competition Entities: American Society of Mechanical Engineers Foundation (ASME), 1828 L ST. N.W. SUITE 810, WASHINGTON, D.C. 20036 (“Sponsor”). Future Engineers, LLC, PO BOX Marina Del Rey, CA 90295 (“Competition Administrator”).** Sponsor and Competition Administrator are collectively referred to as the **“Competition Entities”**.

**3. Eligibility:** Participation in this Competition is open to individuals who are between the ages of 5 – 19 on the date of submission of an Entry (as defined below), who are legal residents of the 50 United States or the District of Columbia and are enrolled in a U.S. public elementary, secondary school (grades K-12), private or home school, on February 16, 2016. If under the age of majority in his/her residents, an eligible person must have his/her parent’s or legal guardian’s permission to enter this Competition. Sponsors reserve the right to verify an individual’s eligibility to participate in the Competition (including, without limitation, that the individual has his/her parent’s or legal guardian’s permission to enter this Competition, if applicable) by requesting proof of identity and/or eligibility in a form acceptable to Sponsors (including, without limitation, government issued photo identification). At any time during the Competition, Competition Administrator reserves the right to request minor Entrant to provide a signed consent form of a parent/legal guardian agreeing to the provisions of this section, as well as the terms and conditions of these Official Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. Note: Family members of ASME Members are eligible to participate in this Competition.

**Minors – Parents and Guardians:** The parent(s) or legal guardian(s) of an Entrant under the legal age of majority in his/her jurisdiction of residence: (a) will ensure that the Entrant in respect of whom they agree to these Official Rules will comply with these Official Rules; and (b) warrants that he/she agrees to these Official Rules and gives the consents contained herein, including permission for his/her child/ward to participate in this Competition. The parent(s) or legal guardian(s) of each such Entrant agrees to indemnify the Released Parties (as defined below) for and against: (a) any claims made by the Entrant, his or her legal guardian(s), or any member of his or her family against the Released Parties in connection with the Competition; and (b) any losses (including any liability) caused by any conduct of the Entrant which is inconsistent with these Official Rules.

**Ineligibility:** Employees, officers, directors, agents, representatives and their immediate family members (which means parents, spouses, children, siblings, in-laws, grandparents and grandchildren and their respective spouses, regardless of where they reside) or residents in the same household (whether legally related or not) of the Competition Entities and their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, any and all other companies associated with this Competition (including other institutions listed on the Competition Site who are involved in judging), are not eligible to enter or otherwise participate in this Competition.

#### **4. How to Enter the Competition:**

##### **Individual entries only (team entries will be disqualified) -**

**Step 1 – Registration:** *Create a Future Engineers Student Member Account* - Each individual participating in this Competition shall be referenced herein as an “**Entrant**”. Entrants must first create a Future Engineers Student Member Account (“**Student Account**”). To create a Student Account, Entrants must register and submit their “**Registration Form**” (registration) online at the Competition site, [www.futureengineers.org](http://www.futureengineers.org) (the “**Competition Site**”). An entrant can initiate the registration process by providing the following pre-registration data to the Competition Site.

Required pre-registration information by age group:

- **If Entrant is between 5 and 12 years of age** you will be asked to enter your date of birth, create a username and password (confirm password) and provide your parent or legal guardian’s email address during the Registration process. (refer to Step 2 (i) below for parent instructions). We encourage parent’s/legal guardian’s to assist the entrant’s in this pre-registration process.
- **If Entrant is between 13 and 17 years of age** you will be asked to enter your date of birth, create a username and password (confirm password), your (entrant’s) e-mail address and your parent or legal guardian’s email address during the pre-registration process. (refer to Step 2 (ii) below for parent instructions)
- **If Entrant is 18 or 19 years of age** you will be asked to provide your date of birth, create a username and password (confirm password) and your (entrant’s) e-mail address during the pre-registration process

As part of the pre-registration process, potential Entrants will be required to click where indicated to agree that they are currently enrolled as a K-12 student in a United States accredited school.

**Step 2 (i) – Entrant between the ages of 5 and 12 at time of registration - Parent/Guardian Consent to Create a Student Account:** Upon receipt of the pre-registration data, the Sponsor will e-mail the parent(s)/guardian(s) of the Entrant to the e-mail address that the Entrant provided during registration. The Sponsor reserves the right to verify any parent’s/guardian’s e-mail address at its sole discretion and Sponsors’ inability to verify such e-mail address may result in disqualification of Entrant.

Parent(s)/guardian(s) consent is a requirement for Entrants deemed minors in the area where they reside. Parent(s)/guardian(s) must complete profile page (including Students First and Last Name, Student Grade, Student Gender, Parent/Guardian Name, Parent/Guardian current address including; Street, City, State, Zip, Parent/Guardian phone number, and student e-mail (optional)) and click to “Accept” the Privacy Policy and Terms & Conditions of the site. Parent/Guardian will give consent to create an Account that will remain active for subsequent Future Engineer Challenges. Parent/Guardian may opt-out of Student Account at any time by e-mailing [admin@futureengineers.org](mailto:admin@futureengineers.org).

**Step 2 (ii) – Entrant between the ages of 13 and 17 at time of registration - Parent/Guardian Consent to Create a Student Account:**

Upon receipt of the Registration, the Sponsor will e-mail the parent(s)/guardian(s) of the Entrant to the e-mail address that the Entrant provided during registration. The Sponsor reserves the right to verify any parent’s/guardian’s e-mail address at its sole discretion and Sponsors’ inability to verify such e-mail address may result in disqualification of Entrant.

Parent(s)/guardian(s) consent is a requirement for Entrants deemed minors in the area where they reside. Parent(s)/guardian(s) must complete profile (including Students First and Last Name, Student Grade, Student Gender, Parent/Guardian Name, Parent/Guardian current address including; Street, City, State, Zip, Parent/Guardian phone number, and student e-mail (optional)) page and click to “Accept” the Privacy Policy and Terms & Conditions of the site. Parent/Guardian will give consent to create a Student Account that will remain active for subsequent Future Engineer Challenges. Parent/Guardian may opt-out of Student Account at any time by e-mailing [admin@futureengineers.org](mailto:admin@futureengineers.org).

**Step 2 (iii) – Entrant between the ages of 18 and 19 at time of registration – Create a Student Account:**

Entrant must complete profile page (including Students First and Last Name, Student Grade as of (February 16, 2016), Student Gender, Street, City, State, Zip, Student phone number, and student e-mail) and click to “Accept” the Privacy Policy and Terms & Conditions of the site. Entrant will give consent to create a Student Account that will remain active for subsequent Future Engineer Challenges. Entrant may opt-out of Student Account at any time by e-mailing [admin@futureengineers.org](mailto:admin@futureengineers.org).

***Step 3 – Registration: Join the Challenge*** –Entrant with a Student Account clicks where indicated to initiate participation in the Competition.

As part of the registration and entry process for participation in the Competition, potential Entrants will be required to click where indicated to signify that the student was enrolled in an accredited K-12 school in the United States, on February 16, 2016, and they have read, understood, accept, and agree to be bound by these Official Rules and the terms hereunder, including but not limited to the releases of liability, and including the Entrant’s acceptance of the decisions of the Competition Entities and the Judging Panel as defined in Rule #4 (which, notwithstanding any term of these Official Rules or the

Competition Site, are final and binding in all respects, without prejudice of any claim that could be filed before the Court).

**Step 4 (i) – Entrant between the ages of 5 and 12, as of February 16, 2016 - Parent/Guardian Consent to Participate in Challenge:**

Upon receipt of the request to join a challenge, the Sponsor will assign each Entrant to one of two age categories, 5-12 or 13-19 based on their age as of February 16, 2016. Sponsor will e-mail the parent(s)/guardian(s) of the Entrant to the e-mail address listed in their student account. The Sponsor reserves the right to verify any parent's/guardian's e-mail address at its sole discretion and Sponsors' inability to verify such e-mail address may result in disqualification of Entrant. Parent(s)/guardian(s) consent is a requirement for Entrants deemed minors in the area where they reside.

Parent(s)/guardian(s) must click to "Accept" the terms of the online consent, including (a) that they will comply with these Official Rules, (b) a warranty that they are capable of agreeing to these Official Rules and giving the consents contained herein, (c) an agreement to indemnify the Released Parties for and against any claims made by the Entrant, or any member of his/her family against the Released Parties in connection with this Competition and any losses (including any liability) caused by any conduct of the Entrant which is inconsistent with these Official Rules by a designated date/time before an Entrant is eligible to submit an entry. Sponsor may send one reminder e-mail, and one "Last Chance" reminder e-mail, to Entrants or parent(s)/guardian(s) in event consent deadline is near.

**Step 4 (ii) – Entrant between the ages of 13 and 19, as of February 16, 2016 - Parent/Guardian Consent to Participate in Challenge:**

Upon receipt of the request to join a challenge, the Sponsor will assign each Entrant to one of two age categories, 5-12 or 13-19 based on their age as of February 16, 2016. Sponsor will e-mail the parent(s)/guardian(s) of the Entrant to the e-mail address listed in their student account. The Sponsor reserves the right to verify any parent's/guardian's e-mail address at its sole discretion and Sponsors' inability to verify such e-mail address may result in disqualification of Entrant. Parent(s)/guardian(s) consent is a requirement for Entrants deemed minors in the area where they reside. Entrant must click to "Accept" the terms of the online consent, including (a) that they will comply with these Official Rules, (b) a warranty that they are capable of agreeing to these Official Rules and giving the consents contained herein, (c) an agreement to indemnify the Released Parties for and against any claims made by the Entrant, or any member of his/her family against the Released Parties in connection with this Competition and any losses (including any liability) caused by any conduct of the Entrant which is inconsistent with these Official Rules by a designated date/time before an Entrant is eligible to submit an entry. Sponsors may send one reminder e-mail, and one "Last Chance" reminder e-mail, to Entrants or parent(s)/guardian(s) in event consent deadline is near.

**Step 4 (iii) – Entrant between the ages of 18 or 19, as of February 16, 2016 - Consent to Participate in Challenge:**

Upon receipt of the request to join a challenge, the Sponsor will assign each Entrant to one of two age categories, 5-12 or 13-19 based on their age as of February 16, 2016. Sponsor will e-mail the Entrant using the e-mail address listed in their student account. The Sponsor reserves the right to verify any e-mail address at its sole discretion and Sponsors' inability to verify such e-mail address may result in disqualification of Entrant. Entrants must click to "Accept" the terms of the online consent, including (a) that they will comply with these Official Rules, (b) a warranty that they are capable of agreeing to these Official Rules and giving the consents contained herein, (c) an agreement to indemnify the Released Parties for and against any claims made by the Entrant, or any member of his/her family against the Released Parties in connection with this Competition and any losses (including any liability) caused by any conduct of the Entrant which is inconsistent with these Official Rules by a designated date/time before an Entrant is eligible to submit an entry. Sponsors may send one reminder e-mail, and one "Last Chance" reminder e-mail, to Entrants or parent(s)/guardian(s) in event consent deadline is near.

**With assistance from a Teacher/Educator -**

**Step 1 – Teacher/Educator Registration:** Each individual Teacher/Educator (from a class, camp or workshop, or any organized group) representing a group of students participating in the Competition shall be referenced herein as a "**Teacher Representative**". Teacher Representatives must Register for a Future Engineers Teacher Member Account and submit their "Registration Form" (registration) online at the Competition site, [www.futureengineers.org](http://www.futureengineers.org) (the "**Competition Site**"). Teacher Representatives must complete profile page including; First and Last Name, E-mail Address, Phone Number, School Name, School City, School State, and will be asked to create a unique Username and Password. Teacher Representative will be required to accept the Privacy Policy & Terms and Conditions of the Site. Teacher Representative will be required to accept that as a Teacher/Educator they will be assisting students with registration and submission of their entries.

Upon completion of Registration, the Teacher Representative will be assigned a unique teacher code and re-directed to an Admin Panel.

Entrants participating with teacher assistance in a class may enter their teacher's unique code when joining a challenge. Entrants with a linked teacher code may choose to submit an entry individually, or may choose to allow a teacher to submit an entry on their behalf.

**If Entrant is between 5 and 12 years of age**, entrant will enter their unique teacher code during Step 3 above. Sponsor will e-mail the parent(s)/guardian(s) of the Entrant to the e-mail address listed in their student account. Parent(s)/guardian(s) consent is a requirement for Entrants deemed minors in the area where they reside. Parent(s)/guardian(s) must click to "Accept" teacher assistance and the terms of the online consent, including (a) that they will comply with these Official Rules, (b) a warranty that they are capable of agreeing to these Official Rules and giving the consents contained herein, (c) an agreement to indemnify the Released Parties for and against any claims made by the Entrant, or any member of

his/her family against the Released Parties in connection with this Competition and any losses (including any liability) caused by any conduct of the Entrant which is inconsistent with these Official Rules by a designated date/time before an Entrant is eligible to submit an entry. Sponsors may send one reminder e-mail, and one “Last Chance” reminder e-mail, to Entrants or parent(s)/guardian(s) in event consent deadline is near.

**If Entrant is between 13 and 17 years of age** entrant will enter their unique teacher code during Step 3 above. Sponsor will e-mail the parent(s)/guardian(s) of the Entrant to the e-mail address listed in their student account. Parent(s)/guardian(s) consent is a requirement for Entrants deemed minors in the area where they reside. Parent(s)/guardian(s) must click to “Accept” teacher assistance and the terms of the online consent, including (a) that they will comply with these Official Rules, (b) a warranty that they are capable of agreeing to these Official Rules and giving the consents contained herein, (c) an agreement to indemnify the Released Parties for and against any claims made by the Entrant, or any member of his/her family against the Released Parties in connection with this Competition and any losses (including any liability) caused by any conduct of the Entrant which is inconsistent with these Official Rules by a designated date/time before an Entrant is eligible to submit an entry. Sponsors may send one reminder e-mail, and one “Last Chance” reminder e-mail, to Entrants or parent(s)/guardian(s) in event consent deadline is near.

**If Entrant is 18 or 19 years of age**, entrant will enter their unique teacher code during Step 3 above. Sponsor will e-mail the Entrant to the e-mail address listed in their student account. Entrant must click to “Accept” teacher assistance and the terms of the online consent, including (a) that they will comply with these Official Rules, (b) a warranty that they are capable of agreeing to these Official Rules and giving the consents contained herein, (c) an agreement to indemnify the Released Parties for and against any claims made by the Entrant, or any member of his/her family against the Released Parties in connection with this Competition and any losses (including any liability) caused by any conduct of the Entrant which is inconsistent with these Official Rules by a designated date/time before an Entrant is eligible to submit an entry. Sponsors may send one reminder e-mail, and one “Last Chance” reminder e-mail, to Entrants or parent(s)/guardian(s) in event consent deadline is near.

**5. How to Submit an Entry:** Entrant and/or Teacher Representative (on behalf of Student) may submit one (1) original 3D model creation in response to the request to “Design a 3D model of a Non-Edible Space Food Object” (subsequent entries will be disqualified). The entry must include (i) a 3D model of a Non-Edible Space Food Object, (ii) an Image of a Non-Edible Space Food Object, (iii) Title of Design, and (iv) Text description of the design. The submission must follow the technical, creative, and legal entry requirements explained in Rule #5 below (an “Entry”).

Registration and Entry may be submitted anytime during the “Open Call for Entries” (See Rule #1) at <http://www.futureengineers.org/>. Entries not submitted in accordance with the instructions provided on the Competition Site and in these Official Rules may be disqualified, at the sole discretion and determination of the Competition Entities.

All eligible Entries will be scored by a panel of independent judges (each, a “Judge” and collectively, the “Judges” or “Judging Panel”), who will select the top-scoring Entries, which will be deemed Semi-Finalists (see Rule #7). Semi-Finalist Entries will be scored by a panel of independent judges (see Rules #8 and #9) to determine Finalists. Finalists will be interviewed by a panel of independent judges via a Google Hangout or Skype. Following the completion of the interviews the panel of judges will determine the Winner in each age category.

## **6. Entry Requirements and Design Guidelines:**

### Entry Requirements:

- 3D model of a Non-Edible Space Food Object
  - File must be an STL file format
  - Maximum file size 20 MB
- Image of a Non-Edible Space Food Object
  - File must be a .JPEG or .JPG file format
  - Maximum file size 500KB
- Title of design (Maximum of 20 characters)
- Text description (including use of Non-Edible Space Food Object) of design (Maximum 1000 characters)
- Submission must be an original 3D modeled creation and idea of the Entrant
- Container design must not include inappropriate design elements, written content that is likely to be considered offensive (all submissions will be censored before they are posted online)
- Submissions may not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, image rights, or any other intellectual property rights
- For the protection of student safety, the entry may not include any personally identifiable information such as a student name or username.
- For the protection of personal privacy, the entry may not include any personally identifiable information of others.
- Entry must be submitted in English
- Optional:
  - Specify location of the 3D print: plant earth’s moon, another planet (name the planet), another planet’s moon (name the moon), or a spacecraft beyond low earth orbit (explain where it is going and why).
  - Specify the intended printing material (feedstock) for the 3D print (e.g. plastic, metal, recycled materials, locally sourced material, or any non-edible 3D printing feedstock that could advance human space exploration).

**Entries that have been reviewed and found in compliance with these rules may be displayed on the Future Engineers gallery page at the sole discretion of the Contest Entities.**

### Design Guidelines:

Entrants are encouraged to use the 3D *Star Trek*<sup>TM</sup> Replicator Challenge Design Guidelines provided at [www.futureengineers.org](http://www.futureengineers.org). Failure to comply with these Guidelines will not disqualify an entry, but may result in lower scores by the judges.

**7. Entry Terms:** By entering, Entrants (and if eligible minors, their parents/legal guardians) agree to comply with these Official Rules and Privacy Policy ([www.futureengineers.org/pdfs/PrivacyPolicy.pdf](http://www.futureengineers.org/pdfs/PrivacyPolicy.pdf)). By entering, each Entrant (and, if an eligible minor, his/her parent/legal guardian) represents and warrants that his or her Entry conforms to these Official Rules, the requirements of the Competition Site, and

- (i) does not contain any use of the names, or other identifying elements, in whole or in part, of any person, living, or dead, except as required to cite sources used as part of the Entry;
- (ii) does not include trademarks, logos, emblems or copyrighted material not owned by Entrant (including but not limited to company names) or otherwise infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;
- (iii) is not subject to any third party agreement(s) and no third party consents and/or licenses are required in connection herewith, and that the Competition Entities will not be required to pay or incur any sums to any person or entity, including without limitation, any copyright collecting societies or holders of copyrights, neighboring rights, or moral rights, or persons representing such, and any person acting on their behalf as a result of its use or exploitation of the idea, Entry materials or rights therein;
- (iv) does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of the Released Parties or any other individuals and/or entities;
- (v) does not contain pornographic or sexual content, hateful content of any kind (including racism, sexism, etc.), content which promotes violence or harm to another living creature, or any other offensive, obscene or inappropriate content;
- (vi) does not include threats of any kind or that intimidate, harass, or bully anyone; and
- (vii) does not violate any local, state, or national law or post any content that would encourage or provide instructions for a criminal offense;

Competition Administrator reserves the right to disqualify any Entrant who, in their sole discretion, they determine has violated the Official Rules of this Competition or breached a representation (scientific or otherwise) or warranty at any time during the Competition.

Competition Administrator understands that this is a K-12 student competition and that errors may occur in the submission process that is honest misunderstanding of the official rules. The intent of the administration is to acknowledge, display, and encourage student participation in the competition while administering a fair competition without coaching or assistance. For this reason, Contest administration reserves the right to allow each student entrant one valid submission to the challenge during the open submission period. In the event that an ineligible entry is received, competition administration will

reject the entry with no explanation of why the entry was ineligible, but will allow the student to resubmit BEFORE the submission deadline of May 1, 2016.

In the event that a submission was received that is deemed to be intentionally rude, vulgar, inappropriate, or illegal the administrators will not allow resubmission and the entrant will be immediately disqualified from the competition.

Entries that do not comply with these Official Rules as determined by Competition Entities, in their sole discretion, will be disqualified from the Competition and will not appear on the Competition Site. Entrant (and if an eligible minor, his/her parent/legal guardian) agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. The Competition Entities do not guarantee the posting of any Entry.

**Technical Limitation of Liability:** To the extent permitted by applicable law, neither the Competition Entities nor any of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this Competition including ASME Foundation and Future Engineers, LLC, or any other entities that may be added to the Competition Site as participating in this Competition after these Official Rules are published, and each of their respective officers, directors, shareholders, agents, licensees, licensors and employees, nor any Internet access providers (collectively “**Released Parties**”) are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Competition Site, for problems uploading any Entries or downloading any Competition-related materials from the Competition Site or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete Entries, or other materials. For purposes of these Official Rules, receipt of Entry occurs when the Future Engineers servers successfully receive the uploaded Entry on the Competition Site and record the required Entry information. Any Entry/Entrant information collected during the Competition shall be used only in a manner consistent with the consent given by Entrants, at the time of entry, with these Official Rules (specifically including Future Engineer’s Privacy Policies referred to above).

**8. Judging to Determine Semi-Finalists:** The Judging Panel (as determined by Sponsor) will score all eligible Entries submitted during the Open Call for Entries based on the following “Judging Criteria” (with a maximum score of 100 points):

**Teens:**

- Innovation and Creativity of the Non-Edible Space Food Object (30 points)
- Design’s ability to advance human space exploration as a 3D print (30 points)
- Quality of the 3D model and compliance with the Design Guidelines (20 points)
- Presentation skills: Ability to communicate the design (20 points)

**Juniors:**

- Innovation and Creativity of the Non-Edible Space Food Object (30 points)
- Design's ability to advance human space exploration as a 3D print (30 points)
- Quality of the 3D model and compliance with the Design Guidelines (20 points)
- Presentation skills: Ability to communicate the design (20 points)

The Judging Panel will identify the top ten (10) highest scoring Entries per age group (5-12, 13-19) and these Entrants will be deemed the "Potential Semi-Finalists" (a total of 20 Potential Semi-Finalists). Additionally the Judging Panel may select up to five (5) alternates per age group (each, an "Alternate").

In the event of a tie, all tied eligible Entries will be independently re-evaluated by a tie-breaking Judge using the Judging Criteria above to break the tie. The Judging Panel's decisions are final and binding in all matters relating to the Competition.

**Potential Semi-Finalist & Alternates Notification: The Potential Semi-Finalists and Alternates will be notified of their selection via e-mail on or about May 23, 2016 and they (or if eligible minors, their parents/legal guardians) will be required to sign and properly execute the following documents and return them via e-mail or facsimile (and subsequently by mail to Competition Administrator):**

- (1) An Affidavit (or, a Certificate or Declaration (as applicable)) of Eligibility and Publicity Release, unless prohibited by law;
  - (2) An Entrant Agreement and Release;
  - (3) Such other and further agreements as may be required by the Sponsors;
- (Together, the "Releases").

If any such Potential Semi-Finalist or Alternate Semi-Finalist is a minor in his/her jurisdiction of residence, the Releases must be filled out and signed by Entrant's parent(s) or legal guardian(s), who will be responsible for fulfilling all requirements imposed on minor Semi-Finalists stated herein. Sponsors may send one reminder e-mail to Entrants, or parent(s)/guardian(s) in event consent deadline is near. If any Releases sent by any means to a Potential Semi-Finalist are returned as undeliverable, if a Potential Semi-Finalist cannot be reached after a maximum of two (2) attempts or fails to properly execute and return all Releases described herein (as applicable) within the time period noted, or if a Potential Semi-Finalist is found not to be eligible or not in compliance with these Official Rules, the Potential Semi-Finalist will be disqualified and such Entry will not be included in the second round of judging, and, at the sole discretion of the Competition Administrator, the Alternate and/or individual who submitted the next highest scoring feasible Entry will be notified, time permitting.

Please note that the "Affidavit of Eligibility and Publicity Release" contains consent to use Semi-Finalists' full names, image, voice, likeness, city of residence, background, stories, biographical material, Entry, video, video interviews and photographs for promotional purposes in connection with this Competition, in any and all media, including but not limited to print, digital and electronic media, cell phone, computer, TV, radio, DVD, CD, audio and audiovisual media (now known or hereafter devised), without additional compensation (as described further in Rule #14). Entrants ages 5 through 12: for the

avoidance of doubt, the refusal of such consent to a publicity release will not prevent Potential Semi-Finalist from receiving a prize and progressing in the competition. Entrants ages 13 through 19: for the avoidance of doubt, the refusal of such consent to a publicity release will not prevent Potential Semifinalists from receiving a Semifinalist prize, but entrant will NOT PROGRESS in the competition, and WILL NOT be eligible for further prizes.

**9. Judging to Determine Finalists:** The ten (10) confirmed Semi-Finalist Entries in each age group (5-12, 13-19) will be posted on the Competition Site, on or about June 3, 2016. The Judging Panel will re-score the top 10 confirmed Semi-Finalists in each group based on the following “Judging Criteria” (with a maximum score of 100 points):

**Teens:**

- Innovation and Creativity of the Non-Edible Space Food Object (30 points)
- Design’s ability to advance human space exploration as a 3D print (30 points)
- Quality of the 3D model and compliance with the Design Guidelines (20 points)
- Presentation skills: Ability to communicate the design (20 points)

**Juniors:**

- Innovation and Creativity of the Non-Edible Space Food Object (30 points)
- Design’s ability to advance human space exploration as a 3D print (30 points)
- Quality of the 3D model and compliance with the Design Guidelines (20 points)
- Presentation skills: Ability to communicate the design (20 points)

The Judging Panel will identify the four (4) highest scoring Entries per age group (5-12, 13-19) and these Entrants will be deemed the “Potential Finalists”.

In the event of a tie, all tied eligible Entries will be independently re-evaluated by a tie-breaking Judge using the Judging Criteria above to break the tie. The Judging Panel’s decisions are final and binding in all matters relating to the Competition.

**10. Judging to Determine Winners.** An independent Judging Panel comprised of high profile individuals selected by Future Engineers, LLC, will virtually interview each Finalist via Skype, Hangout, or a similar online interview platform. Finalists will be expected to be available for an interview on a date and time agreed to with sponsor. Selected or all Interviews will be posted online for public viewing at Sponsor’s discretion. The judging to determine winners begins on or about June 3, 2016 and ends on or about June 9, 2016. The judging to determine winners will evaluate all aspects of each Finalist Entry, including:

**Teens:**

- Innovation and Creativity of the Non-Edible Space Food Object (30 points)
- Design’s ability to advance human space exploration as a 3D print (30 points)

- Quality of the 3D model and compliance with the Design Guidelines (20 points)
- Presentation skills: Ability to communicate the design (20 points)

**Juniors:**

- Innovation and Creativity of the Non-Edible Space Food Object (30 points)
- Design’s ability to advance human space exploration as a 3D print (30 points)
- Quality of the 3D model and compliance with the Design Guidelines (20 points)
- Presentation skills: Ability to communicate the design (20 points)

The highest scoring Finalists for each age group (5-12, 13-19) will be deemed the “**Winners**”, subject to verification of eligibility and compliance with these Official Rules.

Designation as a Finalist or a Winner is subject to verification of eligibility and proof of compliance with these Official Rules, maintaining compliance with these Official Rules and approval by the Sponsors. If a Finalist or potential Winner is found not to be eligible or not in compliance with these Official Rules, such person will be disqualified and the Sponsors may select an alternate Entrant with the next highest score (as appropriate for the Finalist/Winner at issue), to be an alternate Finalist or Winner based on the Criteria even if the disqualified person or Entry may have been shown or announced online.

The Judging Panel’s decisions are final and binding in all matters relating to the Competition (without prejudice of any claim that could be filed before the Court).

**11. Competition Winners:** Depending on the number of eligible and qualified Entries received by Sponsors, they reserve the right to (i) select fewer Finalists and/or Winners (if there is an insufficient number of eligible and qualified Entries received) or (ii) to select more than the number of Winners disclosed in these Official Rules.

**Note: All Entrants (and, if eligible minors, their parents or legal guardians) acknowledge and agree that the Competition Entities reserve the right to disqualify any Entrant at any time, in their sole discretion, on the basis of anything contained in or learned or obtained as a result of any submitted Releases, or any other forms requested by the Competition Entities that, in their sole opinion, would constitute a breach of these Official Rules or otherwise.**

**12. Prizes:**

**5-12 Age Group (Junior Engineers) Prizes:**

- **Grand Prize:**
  - **Grand Prize Winner will receive a trip to NYC for a tour of the Space Shuttle Enterprise with an astronaut and a Starfleet Academy experience at the Intrepid Sea, Air & Space**

Museum. Average market value: \$1500. A mystery *Star Trek*<sup>TM</sup> prize pack. Average retail value: \$50. Total value of Grand Prize: \$1,550.

- **Finalist Prizes:**
  - Four (4) Finalists will receive a 3D printer donated to Winners school. Average retail value: \$400. A PancakeBot. Average retail value: \$100. Total value of Finalist Prize: \$500.
- **SemiFinalist Prizes:**
  - Ten (10) SemiFinalists will receive a 3D printing in Space prize pack. Average retail value: \$25.

**13-19 Age Group (Teen Engineers) Prizes:**

- **Grand Prize:**
  - Grand Prize Winner will receive a trip to NYC for a tour of the Space Shuttle Enterprise with an astronaut and a Starfleet Academy experience at the Intrepid Sea, Air & Space Museum. Average market value: \$1,500. A mystery *Star Trek*<sup>TM</sup> prize pack. Average retail value: \$50. Total value of Grand Prize: \$1,550.
- **Finalist Prizes:**
  - Four (4) Finalists will receive a 3D printer donated to Winners school. Average retail value: \$400. A PancakeBot. Average retail value: \$100. Total value of Finalist Prize: \$500.
- **SemiFinalist Prizes:**
  - Ten (10) SemiFinalists will receive a 3D printing in Space prize pack. Average retail value: \$25.
- 

**Grand Prize Trip Conditions: New York City, New York trip details:** Trip amenities include round-trip economy air transportation for Winner (and one (1) parent/legal guardian, if a minor) from a major gateway city airport located within a reasonable distance (in the sole discretion of the Sponsors) to the Winner's home to New York City, New York (if any Winner lives within a two hundred (200) mile radius of New York City, New York, USA, a ground transportation allowance (provided as a check) may be provided at the Sponsors' discretion and no compensation or substitution will be provided in lieu thereof); round-trip ground transportation to hotel/airport via private car/van/bus, as determined by Sponsors; standard hotel accommodations at a hotel of Sponsors' choice (one room (1), single or double occupancy, as determined by Sponsor) and round-trip ground transportation to/from hotel and prize related events. Activity details to be provided during Winner notification process. ARV of Trip prize is: US\$1,500. Actual value of the trip may vary based on city of origin. Trip Subject to Astronaut's professional availability and Intrepid Sea, Air & Space Museum schedule & terms.

The Sponsor reserves the right, at their sole discretion, to award additional prizes.

Total maximum ARV of all prizes: US\$3,800. **General Travel Conditions:**

**The expense of getting to a qualified departure airport and returning home from same airport is the responsibility of the respective winner and escort.**

Specific travel arrangements will be made by agent of the Sponsors. Sponsors and agents of the Sponsors retain sole discretion for the selection of departing airport, destination airport, airline carrier, flight times and destination hotel. The date, time, and location of trips may be changed at the sole discretion of the Sponsors, and Winners and parent/guardian escort (if required) may be required to travel on fifteen (15) days or less notice. If a Winner/parent/legal guardian cannot travel during the travel dates that are selected by the Sponsors, then that Winner shall be deemed to have forfeited that portion of the prize. Released Parties are not liable for any expenses incurred as a consequence of flight cancellation/delay. Winner and parent/guardian travel companion (if applicable) must travel together on the same itinerary and are responsible for obtaining all required travel documents (e.g., acceptable photo ID, passport, etc.) prior to travel. Winner and parent/guardian travel companion (if applicable) are also responsible for all costs and expenses incurred in connection with obtaining all required travel documents as well as any insurance. Prizes may be forfeited if: (a) proper travel documents for any and all travel are unattainable or not attained for any reason within the time required by the Sponsors. Winner or Parent/Guardian of the Winner (if the Winner is a minor) is solely responsible for determining and complying with all applicable domestic travel procedures and restrictions. Winners (and, if eligible minors, their parents or legal guardians) must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. Specifics of this travel package are subject to availability and remain solely at discretion of the Sponsors. Complete terms and conditions of trip will be furnished with notification. Travel must be made through the Sponsors' agent on a carrier of Sponsors' choice. Reservations are subject to availability. Travel restrictions and blackout dates may apply. All costs and expenses associated with prize acceptance and use not specified herein as being provided, including, without limitation, all federal, state, local, county, and other taxes (including income and withholding taxes), luggage fees, travel documents, insurance, meals, incidentals, in-room charges, telephone calls, beverages, gratuities, and any other expenses not specified in these Official Rules are the sole responsibility of the Winner.

If any Winner is unable to participate in any portion of a trip and/or accept a prize for any reason, no compensation or substitution will be provided in lieu thereof and Competition Entities will have no further obligation to such Winner.

**Prize Conditions for Minors:** If any Competition Prize Winner is a minor in his/her jurisdiction of residence at time of prize award, the prize will be awarded in the name of his/her parent(s) or legal guardian(s), who will be responsible for fulfilling all requirements imposed on winners set forth herein; however, the Competition Prize Winner, and not his/her parent(s) or legal guardian(s), will participate in the activities outlined above. If a Competition Prize Winner is a minor in his/her jurisdiction of residence and he/she is required to travel as part of his/her prize, he/she must be accompanied by one (1) of his/her parents or legal guardians ("**Travel Companion**"). Winners (and Travel Companions) must execute and return a Travel Companion Liability Release, and a Travel Companion Publicity Release (unless prohibited by applicable law) (collectively, the "**Travel Companion Release Forms**") prior to

issuance of travel documents. Travel Companions must be of legal age of majority in their jurisdictions of residence. Failure to return Travel Companion Release Forms in a timely manner may prevent potential Competition Prize Winner (and his/her parent or legal guardian) from participating in the trip. For the avoidance of doubt, the refusal of such consent to a publicity release will not prevent the potential Winner and/or Travel Companion from receiving or participating in a prize.

**General Prize Conditions:** The prizes are not transferable, assignable or redeemable for cash except at Sponsors' sole discretion. **All federal, state, country, and other tax liabilities (including income and withholding taxes) and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the responsibility of the Competition Winners.** Each Competition Winner who is a legal resident of the United States will be issued a 1099 for the actual value of his/her prize. Winners and Travel Companions must comply with all venue and activity rules and regulations. Failure to do so may result in forfeiture of such portion(s) of prizes. All details of any prize not specified herein are at the Sponsors' sole discretion and complete terms and conditions of prizes will be disclosed to the winners at time of prize award.

**13. Notification of Competition Winners:** The Potential Competition Winners will be notified of their selection as Winners via e-mail and/or phone on or about July 5, 2016. If any documents sent to the potential Competition Winners by any means are returned as undeliverable, if the Competition Administrator is unable to contact a potential Semi-Finalist within the time noted in the correspondence or, if any potential Semi-Finalist or parent(s)/guardian(s) fails to properly execute and return all documents described herein in the time noted, or if the any such Entrant is found not to be eligible or not in compliance with these Official Rules, he/she will be disqualified and an alternate will be selected and notified as an alternate Semi-Finalist for the category at issue. For the avoidance of doubt, the refusal of such consent to a publicity release will not prevent any Winner from receiving the applicable prize. In the event that potential Semi-Finalist or Winner is disqualified for any reason, Sponsors may award the prize to an alternate for the category at issue even if the disqualified potential Semi-Finalist or Winner's name or Entry may have been shown or announced online or elsewhere.

**14. Ownership of Entry/Granting of Rights:** During the open-submission period eligible entries will be made publicly available for viewing on the Future Engineers site. Upon close of the Competition, selected submissions will be made publicly available for download in a 3D model repository hosted on the Future Engineers site. By submitting an entry, all contestants agree that their model will be licensed to the public under the Creative Commons "Attribution–Non-Commercial-Share-Alike" license (<http://creativecommons.org/licenses/by-nc-sa/4.0/>).

Entrant will retain ownership to his/her Entry subject to the version of the Future Engineers Terms of Service. However, by entering the Competition, and to the extent allowed by law, Entrants (and if eligible minors, their parents/legal guardians) grant the Competition Entities (and companies associated with this competition) and their respective affiliates, licensees, promotional partners, developers, legal representatives, assigns, agents and licensees (collectively, the "**Licensed Parties**"), a perpetual royalty-free, non-exclusive, sub licensable, unconditional and transferable license to print, edit, manipulate, re-

create, alter, modify, cut, rearrange, add to, delete from, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, adapt, create derivative works and compilation works from (Participants acknowledge that the Sponsor and companies associated with this competition may be required to manipulate, re-create, alter, and/or modify submissions, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used)), the Entry, statements, including, but not limited to, all materials submitted in connection with the Competition, as well as any additional photographic images, video images, portraits, documents, interviews or other materials relating to the Entrant and arising out of his/her participation in this Competition (with or without using the Entrant's name) in any and all media, including but not limited to print, digital and electronic media, computer, cell phone, DVD, CD, TV, social media, radio, audio and audiovisual media (whether such media is now existing or hereafter devised), in any manner, for trade, advertising, promotional, commercial, or any other purposes in connection with this Competition and the use of the Entry, without further review, notice, approval, consideration, or compensation to Entrant or any third party.

Any Entrants' participation in the competition and any associated audio or video recordings, practices or other events associated with the Competition shall be owned by Future Engineers, LLC, who may exploit, edit, modify, and distribute the recordings and all elements of such participation, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, in any language, throughout the universe, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to Competition Winners or any third party.

In the case where any Entrant is a minor in his/her jurisdiction of residence, the above license must be granted by the Entrant's parent or legal guardian, unless such minor is emancipated in accordance with the provisions of any applicable laws.

To the extent permitted by law, each Entrant (and, if an eligible minor, his/her parent /legal guardian) waives and releases the Released Parties from any and all claims that each Entrant may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to Licensed Parties' exploitation of Entries without further notification or compensation to Entrants of any kind. Each Entrant (and, if an eligible minor, his/her parent/legal guardian) unconditionally and irrevocably consents to any act or omission by the Licensed Parties that would otherwise infringe his/her moral rights and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given, and agrees not, unless there has been any use of an Entry or any derivative works thereof in a manner contrary to these Official Rules, to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties or any other person in connection with this Competition, on the grounds that any use of any Entry, or any derivative works thereof, infringe or violate any rights, including moral rights, of any Entrant and/or any participant therein. In the event that the waiver of moral rights as stipulated above is unenforceable or invalid, Entrants (and, if eligible minors, their parents/legal guardians) thereby acknowledge and agree that Competition Entities are authorized to exercise all moral rights to the Entries, including but not limited to a right to publish, alter and adapt such Entries, and, where applicable, also to join such Entries with other works of mind, and include such Entries into a collective

work or database. For the avoidance of doubt, the Entrants (and if eligible minors, their parents/legal guardians) agree to the publication and/or reproduction of their Entries. Entrants may be asked to submit their original entry materials, research documentation, works cited, or other documentation/materials deemed necessary by the Sponsors in their sole discretion. Failure to do so may result in disqualification.

**15. Rights of Publicity:** By entering the Competition, except where prohibited by law, each Entrant (and, if an eligible minor, his/her parent/legal guardian) agrees that the Licensed Parties shall have the right and permission to use and announce the name, picture, voice, background and biographical data, photograph, testimonial, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof), and/or any information contained in his/her Entry for promotional, advertising, publicity and/or other purposes in relation to the Competition in any and all media, now or hereafter known, including but not limited to all digital and electronic media, computer, cell phone, TV, radio, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the universe, in perpetuity and in any manner, for trade, advertising, promotional, commercial, or any other purposes in connection with this Competition and the use of the Entry without further review, notice, approval, consideration, or compensation of or to Entrant.

**16. Limitations of Liability:** Except where prohibited by law and to the extent that the negative consequences described below are the foreseeable result of matters within the Released Parties' reasonable control and are the direct consequence of negligence or default by any of them, the Released Parties are not responsible for any incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Competition Site, for the inability to upload or download any Competition-related materials from the Competition Site, or for late, lost, damaged, misdirected, delayed, garbled, incorrect inaccurate, stolen, damaged, or incomplete Entries or votes.

**EACH ENTRANT (AND, IF AN ELIGIBLE MINOR, HIS/HER PARENT/LEGAL GUARDIAN) ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL COMPETITION RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE COMPETITION ENTITIES, WITHOUT PREJUDICE OF ANY CLAIM THAT COULD BE FILED BEFORE THE COURTS, WARRANTS THAT S/HE IS ELIGIBLE TO PARTICIPATE IN THIS COMPETITION, AND AGREES EXCEPT TO THE EXTENT THAT ANY PERSONAL INJURY OR DEATH IS CAUSED BY THE RELEASED PARTIES' INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INDIRECT OR CONSEQUENTIAL LOSS), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE OF ANY ENTRY MATERIAL, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY COMPETITION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE COMPETITION, INCLUDING THESE OFFICIAL COMPETITION RULES. ANY ATTEMPT TO DELIBERATELY**

**DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF THE LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, THE COMPETITION ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE REVIEW OF ANY ENTRY BY THE COMPETITION ADMINISTRATOR, EACH ENTRANT (AND, IF AN ELIGIBLE MINOR, HIS HER PARENT/LEGAL GUARDIAN) UNDERSTANDS AND AGREES TO BEAR SOLE LIABILITY FOR THE CONTENTS OF HIS/HER ENTRY AND AGREES TO REIMBURSE THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF A THIRD PARTY'S CLAIM OR DEMAND RELATING TO THE CONTENT**

**17. General Conditions:** The Competition Entities' and Judging Panel's decisions are final and binding in all matters relating to this Competition, including interpretation and application of these Official Rules (without prejudice of any claim that could be filed before the Court). In the event of any discrepancy between these Official Rules and the Contest Rules as published on the promotion site, the Official Rules takes precedent. Potential Semi-Finalists, and parent(s)/legal guardian(s) of minors being considered as Finalists, Competition Winners and other Entrants at Competition Entities' sole discretion may be contacted by Competition Entities via e-mail or phone. In the event of a dispute as to the identity of an Entrant based on an e-mail address, the Entry in question may be disqualified subject to the Competition Entities' sole discretion. The Competition Entities reserve the right, in their sole discretion, to disqualify any individual found tampering with the entry process or entry materials or otherwise interfering with the proper administration of the Competition or violating these Official Rules and void all associated Entries and/or votes. The Competition Entities may cancel, modify, or suspend the Competition (or portion thereof) due to a force majeure event or any other event beyond the Competition Entities' reasonable control. In the event of termination, Competition Administrator reserves the right, at its sole discretion, to determine the Finalists, Alternates and/or Competition Winners (as applicable) from among all non-suspect, eligible Entries received up to time of such action using the judging procedure set forth herein. **Each Entrant (and, if an eligible minor, his/her parent/legal guardian) hereby acknowledges and agrees that the relationship between the Entrant and the Competition Entities is not a confidential, fiduciary, exclusive or other special relationship, and that the Entrant's decision to submit an Entry in connection with this Competition does not place the Competition Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entry, other than as set forth in these Official Rules.**

**18. Similar Ideas:** Each Entrant understands and acknowledges that: i) Competition Entities have wide access to ideas, stories, designs, film, tape, video, and other materials, and those new ideas are constantly being submitted to it or being developed by their own employees; ii) many ideas or stories may be competitive with, similar to, or identical to content in the Entry and/or each other in theme, idea, plot, format, or other respects; iii) Entrants will not be entitled to any compensation as a result of Competition Entities' use of any such similar or identical material that has or may come to Competition Entities, or any of them, from other sources. Except where prohibited by law, each Entrant (and, if an eligible minor, his/her parent/legal guardian) acknowledges and agrees that the Released Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or

otherwise, with respect to the infringement or protection of the Entrant's copyright in and to the Entries. Finally, each Entrant acknowledges that, with respect to any claim by an Entrant relating to or arising out of any Competition Entities' actual or alleged exploitation or use of any Entry or other material submitted in connection with the Competition, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, the Entry, and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**19. Personal Data:** Personal information collected from Entrants (and, if an eligible minor, his/her parent/legal guardian) will include: name, age, e-mail, mailing address, phone number, gender, and contact e-mail, as well as Parent(s)/Guardian(s) name and e-mail (collectively, "Personal Information") and transferred to the Sponsors and Contest Administrator. All Personal Information will be used by the Sponsor and Administrator in accordance with the Future Engineers Privacy Policy located online at <http://www.futureengineers.org/privacy> and in addition as otherwise set out in these Official Rules for the purpose of administering this Competition. **Each Entrant (and his/her parent/legal guardian) expressly agrees to the use of his/her Personal Information for such purpose. Personal information will be held by Future Engineers LLC in perpetuity until such time that the Challenges ceases or an entrant requests to be opted-out of current or future Challenges.** Sponsors or Administrator will not sell, share or otherwise disclose Personal Information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes, unless Entrant has given his prior express consent to receive additional information from Sponsors or a third party. Entrants have a right of access to, modification and withdrawal of their Personal Information. Entrants also have the right of opposition to the data collection, under certain circumstances, in accordance with applicable law. To exercise such right, an Entrant may email [admin@futureengineers.org](mailto:admin@futureengineers.org). The data controller and data recipient is: Future Engineers, LLC, **PO BOX Marina Del Rey, CA 90295.**

**20. Choice of Law:** This Competition is governed by United States law and is subject to all applicable federal, state, and local laws. Except where prohibited by law, any and all legal actions or claims arising in connection with this Competition must be brought in a court of competent jurisdiction in Washington, D.C..

**21. Dispute Resolution and No Class Relief.** Except with respect to the protection and enforcement of the intellectual property rights of the Contest Entities and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to the these Official Rules or the Contest shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Los Angeles, California, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this section, shall be filed

and adjudicated in a state or federal court in Los Angeles County, California, and all parties agree to submit to the personal jurisdiction of those courts. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. **Further, any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prize awarded, will be resolved individually, without resort to any form of class action.**

**22. Competition Winners' List:** On or about July 7, 2016 the names of the Competition Winners will be posted on the Competition Site and will remain posted for 30 days.

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