**2023 Manufacturing PA Innovation Expo**

**Student Video Competition**

**Terms and Conditions**

Thank you for your interest in the Student Video Competition taking place in connection with the 2023 Manufacturing PA Innovation Expo (the “**Competition”)** organized by Carnegie Mellon University (“**CMU**”) in coordination with the Pennsylvania Department of Community and Economic Development (“**PADCED**”).

BY REGISTERING FOR AND/OR PARTICIPATING IN THE COMPETITION, YOU (“**you**”) ARE AGREEING TO THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CMU REGARDING THE COMPETITION.

CMU has the right to modify these Terms and Conditions, which modification shall be effective immediately upon posting. Accordingly, we suggest that you check this page periodically. To make your periodic review more convenient, we will post a date at the top of this page.

**What is the Competition?** Facilitated by CMU, the Competition is **a voluntary opportunity for collegiate students involved in**Manufacturing PA Innovation Program projects to showcase their projects to a non-technical audience through a video**.**

**Who is eligible to participate?** Each individual who participates in the Competition (“**Participant**”) must be:

* currently enrolled as a student at a college or university in Pennsylvania and working on a Manufacturing PA Innovation Program project (“**Project**”) on behalf of their college or university;
* at least 18 years old and legally able to enter into a contract;
* a lawful resident of the United States (for clarity, lawful resident does not mean you have to be a U.S. citizen or a permanent resident in the United States—e.g., being in the U.S. and participating in the Competition subject to an appropriate visa is acceptable);
* able to obtain (or otherwise have access to) the necessary equipment/devices, Internet access and other resources necessary to participate in the creation and submission of a video entry as contemplated in these Terms and Conditions; and
* if designated as team captain for the Project’s Competition entry, be able and willing to submit the video entry and to obtain and submit all required signed agreements and consents required in connection with the entry.

***Please note:*** *All students participating on a Competition team must be working on the same Project, and each Project may have only one Competition team and video entry submitted for the Competition.*

*However, this is a voluntary competition and it is up to each student on the Project whether or not to participate in this Competition (e.g., not all students on a particular Project are required to participate in the video in order for it to be eligible for the Competition). For example, if a Project has 5 students working on it, it is possible that 1-4 students may elect to form a Project team to participate in this Competition and submit a video entry for their Project.*

**Dates and Times of the Competition.**

* **March 29, 2023, 11:59:59 PM EDT**: Deadline for the team captain to submit the video entry and all necessary **student participation agreements and** consent forms.
* **April 21, 2023**: Expo to take place in Harrisburg, PA. Winners of the Competition are expected to be announced during the Expo.

**How to Register.** To register your Competition team, the designated team captain must go to the Competition website, fill out a registration form for the Project team, and indicate agreement to these Terms and Conditions. If you are a team captain, you will need to provide certain information about yourself and your team to register. You will also need to submit your team’s video submission entry and required paperwork by the required deadlines and through the required processes.

**Requirements for the Video Entry Submission.**

* Videos must not be less than 60 seconds or greater than 90 seconds.
* The first frame of the video must include the following information: Manufacturing PA Innovation Program Project Title, Principal Investigator (PI) and Co-PI(s), University name, names of the student team captain and any other students on the Project that are also Participants in the Competition (e.g., only those students on the Project who appear in and/or participated in creating the video submission for that team), and the names of the Manufacturing Partner(s) for the Project.

For additional guidance on the material to cover in the video, please consult the script template that will be posted on the manufacturingpa.org video competition website.

* Videos must be original and created by the Participants. The Competition is intended for students. The PIs/Co-PIs, manufacturing partners or other third parties may agree to appear in the videos or provide items to be shown in the videos (provided that you obtain all necessary rights and permissions from them), but they should not be creating the video entry.
* No copyrighted materials (including but not limited to copyrighted music as a voice over, images/diagrams from a text book, or other copyrighted images) may be used unless you own the copyright or have an appropriate written license (including all necessary master use licenses and music synchronization licenses to enable copyrighted music to be used in the video). No trademarks (such as any stylized wordmarks or logos of any university or manufacturing partner) may be included in the videos without an appropriate written license from the trademark owner. ***The use in your video of copyrighted music, trademarks, or other intellectual property owned by other individuals or entities is not encouraged because obtaining the necessary rights is typically complicated*** ***and may be difficult to achieve***, but if you choose to use them in your video you represent and warrant that you have obtained all necessary rights, licenses, and permissions and that you will be able and willing to provide written evidence of same to CMU when you submit the required paperwork to CMU or otherwise on CMU’s request. The rights, licenses, and permissions you obtain must enable the use of the materials for the Competition (including enabling the use of the video in which the materials appear by CMU and others as contemplated under the license grant in these Terms and Conditions).
* Unless otherwise specified on the Competition website, the following signed forms (using the relevant form(s) prescribed on the Competition website) must be submitted for the Competition entry by the stated deadline:
  + signed student participation agreements for all students on the Project participating in this Competition (e.g., all students on the Project who appear in and/or otherwise helped to create the video submission for the Competition);
  + signed consent forms for anyone else appearing in the video submission (e.g., other than students on the Project who already signed the student participation agreement);
  + signed consent forms for all individuals or organizations that provided content or other materials appearing in the video submission and/or who are providing necessary license rights to use materials or intellectual property that appear in the video submission (including any copyright or trademark license rights). For any copyrighted music used in the video, written evidence of required licenses (which could include without limitation master use licenses and synchronization licenses) must be submitted by your team captain with the relevant form and otherwise must be provided upon CMU’s request.
* Any individual that appears in or is otherwise supplying their voice, intellectual property or any other materials for the entry video must be at least 18 years old.

**What Equipment/Resources You Need to Participate**. Please be advised that the Competition involves filling out information on a website, making and electronically submitting a video, and electronically submitting electronic copies of signed documentation. In addition, the Expo at which the winners will be announced is an in-person event.

Participants are responsible, at their own cost and expense, for having any and all necessary devices, data plans, Internet access and electricity necessary to access and participate in the Competition and Expo. In addition, the Competition and Expo at which the winners will be announced is expected to require use of certain third party platforms and resources, which could include but are not necessarily limited to Zoom, Google Forms, Jotform, InfoReady and/or Box. Participants are responsible for reviewing any applicable terms for using such services and deciding if they are acceptable to Participant, and for setting up any necessary accounts on such services.

**Resources Available.** CMU may, in its discretion, offer webinars, tips or other materials to Participants. Participants are solely responsible for determining whether to utilize any or all of the review services or materials offered by CMU.

### **Judging and Determination of Winners.**

Videos will be judged by a lay audience of economic development and communications professionals. They will be asked to evaluate videos on the following criteria: presentation clarity and quality, originality and creativity, relevancy of content and communication to a non-technical audience. The judging may be arranged by PADCED and/or CMU.

### **Awards and Recognition.**

The top five winning videos are expected to be debuted during the Expo, and all Participant students who worked on winning videos are expected to receive recognition for their involvement. Recognition may, in PADCED’s and/or CMU’s discretion, include physical tokens of recognition such as a ribbon or certificate.

**Grant of License and Publicity Rights.**

You hereby grant to CMU and PADCED the non-exclusive, worldwide, perpetual, irrevocable, and royalty-free right and license to copy, publish, publicly display, use, reproduce, adapt, edit and/or distribute the video submission (including your name, voice, likeness and/or image, as well as any materials in which you have rights that are included in and/or submitted in connection with it), and to sublicense others to do so, for the following purposes: (i) the Competition; (ii) for publicity and promotion of the Manufacturing PA Innovation Program and its related activities (including but not limited to the website, Expos and projects); and (iii) publicity and promotion of PADCED, CMU, and/or the other nonprofit universities performing projects under the Manufacturing PA Innovation Program. You expressly waive any claim to further consideration or compensation for the rights granted hereunder, any and all moral rights you may have in connection with the video submission, and any right to inspect or approve any finished product containing your name, voice, image or likeness.

This license grant applies to any and all media, whether now known or hereafter invented, including but not limited to print media (newspaper, journals, magazines), digital media, radio and television broadcasts (all transmission forms), as well as on the Internet (including but not limited to public posting on the manufacturingpa.org website), social media channels, CD, DVD, and Blu-Ray. This license is granted regardless of whether or not a video is selected as a winner.

**FERPA consent.** If any of your information provided or obtained in connection with the Competition constitutes an educational record within the meaning of the Family Educational Rights and Privacy Act of 1974 (FERPA), you hereby freely and voluntarily consent to the disclosure and use of such information as contemplated under these Terms and Conditions.

**Other rules and terms for the Competition.**

* You must have obtained all necessary rights regarding who and what appears in your video sufficient to allow you to submit the video and grant the license rights mentioned above (including individuals appearing in the video, music and other intellectual property used in the video, and any other resources, materials and/or private locations shown in the video). In creating the video and coordinating with other Participants or third parties, you must follow any applicable laws, regulations or other requirements (including any applicable COVID-19 policies and procedures of your University and/or locations you use).
* CMU may use certain third party service providers or services (“**Third Party Providers**”) to support portions of the Competition (including but not limited to registration services). Such Third Party Providers may include, but are not necessarily limited to, Google, Zoom, Jotform, InfoReady and Box. By registering for and/or participating in the Competition through use of a Third Party Provider, you agree that you are responsible for reviewing the applicable terms and privacy policies of those Third Party Providers and that CMU is not responsible for your interactions with those Third Party Providers.
* At any time, in the sole and absolute discretion of PADCED and/or CMU, PADCED and/or CMU reserves the right to verify the identity and eligibility of all Participants and teams, and/or to disqualify a Participant and/or team in the event of a failure to meet relevant eligibility criteria or any other violation or suspected violation of these Terms and Conditions. All information provided to register for the Competition must be true and correct. You are responsible for keeping such information up-to-date.
* PADCED and/or CMU has the authority to determine participation eligibility, declare winners (including but not limited to how to handle a tie), and provide winner recognition in its sole and absolute discretion. You agree that such decisions are final and are not subject to review, reconsideration, or appeal in any administrative, judicial, or other legal or non-legal forum. Without limiting the rights of PADCED and/or CMU described above, in the event multiple Competition entries are submitted with respect to one Project in violation of these Terms and Conditions, PADCED and/or CMU may determine in its discretion to accept the first complete entry submission or to disqualify both entries.
* The ability to offer and provide, and for any Participant to receive, any winner acknowledgments are subject to applicable laws and regulations and to availability (including but not limited to any/all individual or entity donors, sponsors or vendors having supplied the relevant acknowledgments and/or funding to CMU as anticipated). To the extent permitted under applicable laws and regulations, and as may be arranged by CMU and/or PADCED, certain acknowledgments to be provided to winners may be provided directly by PADCED or other third party rather than by CMU. To the extent permitted by law, any taxes imposed on winner acknowledgments provided are the sole responsibility of winners and are subject to withholding as required by law.
* This Competition is held in the United States and intended only for individuals who may legally participate in the Competition under relevant U.S. laws and regulations (including but not limited to U.S. export control laws and regulations and/or sanctions administered by the Office of Foreign Assets Control). You agree to participate in the Competition in compliance with any and all applicable laws and regulations. You may not participate in the Competition for any unlawful purpose or engage in any conduct which restricts others from participating in the Competition. You must comply with any and all applicable rules and restrictions of at the applicable online platforms through which the Competition is held. CMU reserves the right to remove any individual from the Competition if the individual is not authorized to participate in the Competition, is violating any rules or restrictions of any Third Party Providers through which the Competition is being held, is violating these Terms and Conditions, and/or is otherwise disruptive or engaging in activities detrimental to the conduct of the Competition and/or the health or safety of participants or other individuals, all as determined by CMU in its sole discretion.
* The Competition (including but not limited to any access to online services such as Box) and any and all forms, script templates, tips, feedback and/or suggestions offered in connection with the Competition are made available on an AS-IS, WHERE IS basis, and any and all implied warranties or duties are hereby disclaimed.
* CMU can discontinue the Competition, or suspend or postpone the Competition, and/or access to any resources or online services being facilitated through CMU, at any time in its sole discretion.
* CMU, PADCED and/or their applicable sub-licensees are not obligated to use or display your video submissions and may discontinue use in their discretion. Without limiting the general nature of the prior sentence, CMU and/or PADCED can remove or discontinue use of any video submission previously posted on manufacturingpa.org website or elsewhere by CMU and/or PADCED in the event there is an actual or alleged dispute by a third party with respect to the video and/or any concern that sufficient rights were not obtained with respect to the video, as determined by CMU and/or PADCED in its discretion.
* The Competition information and registration site may include links to third-party sites which are not under the control of CMU and/or PADCED. CMU, PADCED, and the Commonwealth of Pennsylvania are not responsible for the content or operation of such sites, which may have their own terms. The inclusion a link to a third-party site does not imply endorsement by CMU, PADCED, or the Commonwealth of Pennsylvania.
* The Competition, registrations, Student Participation Agreements and these Terms and Conditions are governed by the laws of the Commonwealth of Pennsylvania. Any claims or disputes arising out of or relating to them must be settled exclusively in the federal or state courts located in Allegheny County, Pennsylvania. You agree to the exclusive jurisdiction of any such courts and waive any objection to the laying of venue in any such courts or the convenience of the forum.
* TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMMONWEALTH OF PENNSYLVANIA, PADECED, CMU, AND THEIR TRUSTEES, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, CONTRACTORS, LICENSEES, CONTENT PARTNERS AND SPONSORS (COLLECTIVELY, “COMPETITION PARTIES”) SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR CLAIMS RESULTING FROM ANY PERSON’S PARTICIPATION (OR ATTEMPTED PARTICIPATION) IN THE COMPETITION. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPETITION PARTIES ARE NOT RESPONSIBLE FOR THE FAILURE OF ANY TEAM CAPTAIN OR OTHER PARTICIPANT TO SUBMIT THE REQUIRED PAPERWORK, OR FOR ANY TECHNICAL PROBLEMS OR TECHNICAL MALFUNCTION OR OTHER OCCURRENCES WHICH MAY AFFECT THE OPERATION OF THE COMPETITION, INCLUDING BUT NOT LIMITED TO: HARDWARE OR SOFTWARE ERRORS; FAULTY COMPUTER, TELEPHONE, CABLE, SATELLITE, NETWORK, ELECTRONIC, WIRELESS OR INTERNET CONNECTIVITY OR OTHER ONLINE COMMUNICATION PROBLEMS; INACCESSIBILITY OF THE COMPETITION SITE OR ANY THIRD PARTY SERVICE BEING USED IN CONNECTION WITH THE COMPETITION (INCLUDING BUT NOT LIMITED TO ANY THIRD PARTY WEBSITES OR INTERNET SERVICE PROVIDERS); TRAFFIC CONGESTIONS ON THE INTERNET; AND/OR INACCESSIBILITY OR UNAVAILABILITY OF AN EMAIL ACCOUNT, DATA, APP OR OTHER ITEM USED OR DESIRED TO BE USED IN CONNECTION WITH THE COMPETITION.
* TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL PARTICIPANTS AND ANY OTHER INDIVIDUALS REGISTERING OR ATTEMPTING TO REGISTER THROUGH THE COMPETITION SITE HEREBY RELEASE THE COMPETITION PARTIES FROM ANY AND ALL CLAIMS, DAMAGES OR LIABILITIES ARISING FROM OR RELATING TO THEIR PARTICIPATION OR ATTEMPTED PARTICIPATION IN THE COMPETITION, INCLUDING BUT NOT LIMITED TO THOSE REGARDING THE USE OR DISPLAY OF THE VIDEO SUBMISSIONS AND ANY OF THEIR PERSONAL INFORMATION REVEALED IN IT, AND/OR THE RISK OF CONTRACTING COVID-19 OR OTHER COMMUNICABLE OR INFECTIOUS DISEASES. THE RELEASE INCLUDES CLAIMS OF ANY KIND AND ANY NATURE INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY/DEATH, PROPERTY DAMAGE, ANY FORM OF DEFAMATION, COPYRIGHT OR TRADEMARK INFRINGEMENT, INVASION OF PRIVACY OR VIOLATION OF RIGHT OF PUBLICITY.
* TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPETITION PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, EXPENSES, DAMAGES, PENALTIES, AND COSTS, INCLUDING REASONABLE ATTORNEYS’ FEES, RESULTING FROM ANY ACTUAL OR ALLEGED VIOLATION OF THESE TERMS AND CONDITIONS BY YOU AND/OR YOUR NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT IN CONNECTION WITH THIS COMPETITION.
* If any portion of this these Terms and Conditions, the registration or Student Participation Agreement is determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law, then the rest of the applicable provisions will remain in effect and the parties will substitute a suitable and equitable provision for the invalid/unenforceable provision in order to carry out the original intent and purpose of the original provisions.
* You may not assign, delegate or transfer your registration for the Competition and/or any of your rights or obligations under these Terms and Conditions. Any attempted assignment, delegation or transfer shall be void.
* Except for the Commonwealth of Pennsylvania, PADCED, and the other Competition Parties, who are express third party beneficiaries, there are no third party beneficiaries of these Terms and Conditions.
* These Terms and Conditions together with any Competition registration and your Student Participation Agreement represent your entire agreement with CMU with respect to your participation in the Competition. These terms cannot be modified or changed except with the written agreement of CMU and PADCED.

***End of Terms and Conditions***