

OFFICIAL RULES
WEAR A MASK LA VIDEO PSA CONTEST

Participate in the Wear A Mask LA video contest to show all Los Angeles County residents why it's important to wear a mask or face covering while on transit or in public.

SPONSOR: Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza, Los Angeles, CA 90012. ("Sponsor").

HOW TO ENTER: Post a video no longer than 30 seconds to your social media channel and use the hashtag #WEARAMASKLA. Tag Metro social media on Twitter @MetroLosAngeles, Facebook @losangelesmetro, or Instagram @MetroLosAngeles.

SUBMISSION GUIDELINES: There is a limit of one video per person/organization. Videos must show a mask properly worn over the mouth and nose. Videos must not include imagery that shows anyone violating the law or Metro's customer code of conduct or include copyrighted imagery/audio or any other content listed in Section B below. If filming on Metro property, please obey Metro Filming Policy. Resolution for all video footage must be between 720 x 480 and 1920 x 1200. If an iPhone or some form of a flip camera is used, please shoot the video horizontally, not vertically.

PERIOD: Contest starts on Monday, June 15. Videos must be submitted by Friday, June 26. The finalists will be announced on June 29. Public voting begins June 29 and ends July 8. The winning video will be announced July 12.

WINNER SELECTION: Once all video submissions are closed, final videos will be posted on Metro social media channels for the public to vote their favorite. The video with the most likes wins and will be shared on the agency website and social media as our official public service announcement (PSA).

ENTRANT: Individual who participates in the Contest or submits an entry ("Entrant")

By submitting an entry for this Contest, Entrant agrees to be bound by these Official Rules and to Sponsor's decisions, which are final and binding on all matters relating to the Contest.

- A. LICENSE: Entrant will retain copyright in their video. However, by submitting an entry for this Contest, Entrant grants to Sponsor a non-exclusive, worldwide, perpetual, assignable, royalty-free license to publish, reproduce, distribute, display, perform, create derivative works, transmit or disseminate, in part or in whole, in all media or platforms whether now known or hereinafter invented. Entrant also waives any and all moral rights in Entrant's video with respect to any use by Sponsor or its sublicensees or assignees. Sponsor and its designees shall have the perpetual, worldwide right to publish and use Entrant's video in any way and in any media for trade, advertising, publicity, promotional, and/or any other purpose as Sponsor and/or its designees may determine without further notification, opportunity to review, consideration, authorization, or compensation to Entrant or any third party.

Entrant further grants to Sponsor an irrevocable, sub-licensable, absolute right and permission for Sponsor to use, publish, post or display Entrant's name, photograph, likeness, statements, biographical information, voice, city and state address, any quotes attributable to him or her, any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sponsor's sole discretion).

Nothing contained in these Official Rules obligates the Sponsor to make use of any of the rights granted herein and Entrant waives any right to inspect or approve any such use.

B. Entrant's video shall not:

- i. Contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating, (e.g. relating to murder, the sales of weapons, cruelty, or abuse, etc.) discriminatory (based on race, sex/gender, religion, national origin, sexual orientation, mental or physical disability, gender identity/expression, medical condition, or age), offensive, profane, threatening, harassing, or in any way violates Sponsor's Advertising Policy.
- ii. Include mention or performance of any copyrighted media, including but not limited to music, films, books, television programming, videos, etc. or any identifying descriptions of any media property.
- iii. Contain material that violates or infringes on another's rights, including but not limited to material that violates, privacy, publicity, or intellectual property rights or that constitutes copyright infringement. Without limiting the foregoing, Entrant's video must not include third party trademarks, logos, insignia, photographs, artwork, or sculptures. Any included music must be available to publicize and broadcast on a license-free, no compensation basis.
- iv. Include third parties, including but not limited to minors, celebrities, relatives, and friends, who have not expressly authorized Entrant to display their image, likeness or voice in Entrant's video or otherwise use such image, likeness, or voice in accordance with these Official Rules.

C. By entering the Contest, Entrant represents and warrants the following:

- i. The Entrant's video is Entrant's original work.
- ii. Entrant has not granted anyone else any rights to use, distribute, publish, broadcast, or display the Entrant's video.
- iii. Entrant's video does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state, or local law or ordinances.
- iv. Entrant has secured all requisite consent from any third party referenced or appearing in the Entrant's video. To the extent that anyone under the age of 18 appears in the Entrant's video, Entrant represents and warrants that the minor's parents consented to the minor's appearance in the video and the public display of the video.
- v. Entrant has read the Official Rules and fully understands the Official Rules

- D. Entrant, even if selected the winner, shall not receive any compensation. Further, Entrant waives any right to royalties for use of Entrant's video and also waives the right to inspect and review Sponsor's use of the Entrant's video.
- E. This Contest is subject to all applicable federal, state and local laws. By participating, Entrant agrees to be bound by these Official Rules and the decisions of Sponsor. Entrant waives any right to claim ambiguity in the Contest or these Official Rules. Entrant agrees to follow the Official Rules and release, discharge, hold harmless, indemnify and defend (by counsel satisfactory to Sponsor) the Sponsor, its subsidiaries, and their respective directors, officials, officers, commissioners, employees, agents, successors and assigns and each of them from and against any and all liability, damages or causes of action (however named or described), costs and expenses (including without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees) with respect to or arising out of any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from Entrant's participation in the Contest as well as Sponsor's use of Entrant's video. Sponsor reserves the right to disqualify any entry/video that it believes violates any of the Official Rules, or that is not consistent with the spirit and theme of the Contest.
- F. Entrant agrees that if selected as a finalist in the Contest, Sponsor may post Entrant's video on the internet and allow the public to vote and comment on Entrant's video and whether Entrant should be chosen as the winner of the Contest.
- G. Sponsor reserves the right to modify the scheduling of the Contest, including but not limited to extending or terminating the Contest, without prior notification. Sponsor also reserves the right to make changes or additions to these Official Rules for any reason at any time. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- H. BY ENTERING THIS CONTEST, ENTRANT RELEASES, DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND (BY COUNSEL SATISFACTORY TO SPONSOR) AND HOLD HARMLESS, THE SPONSOR, ITS SUBSIDIARIES AND THEIR RESPECTIVE DIRECTORS, OFFICIALS, OFFICERS, COMMISSIONERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, LOSSES, COSTS AND EXPENSES (INCLUDING ANY FINES PENALTIES, JUDGMENTS, LITIGATION EXPENSE, AND EXPERT'S AND ATTORNEY'S FEES) WITH RESPECT TO OR ARISING OUT OF ANY INJURIES, DAMAGES, OR LOSSES TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM PARTICIPATING IN ANY CONTEST RELATED ACTIVITY OR PARTICIPATING IN THIS CONTEST.

Further, by entering this Contest, Entrant agrees to the following Statement:

I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

- I. LIMITATIONS OF LIABILITY: The Sponsor is not responsible for late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed, and/or lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on computer networks, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Contest or downloading any material for the Contest, or other telecommunications malfunctions which may limit an entrant's ability to participate. Sponsor may prohibit an Entrant from participating in the Contest if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor representatives. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor its right at its sole discretion to cancel, terminate, modify or suspend the Contest.

To the maximum extent permitted by law, in no event will Sponsor be responsible or otherwise liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages related to the Contest.

- J. DISPUTES: Except where prohibited, as a condition of participating in this Contest, Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in Los Angeles, California; (ii) any and all claims, judgments and awards on behalf of Entrant shall be limited to actual out-of-pocket costs incurred, if any, including costs associated with entering this Contest, but in no event attorneys' fees, and in no event to exceed two hundred fifty dollars (\$250); and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied

or otherwise increased; and (iv) this Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of California without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state's laws.