## 2024 Smart Home Leadership Award Official Program Rules

The Smart Home Leadership Award Program ("Program") is a contest owned and produced by the Consumer Technology Association<sup>®</sup> ("CTA") located at 1919 South Eads Street, Arlington VA 22202. The Program annually honors one (1) individual who has helped grow and expand the smart home industry. These Official Rules summarize the high-level requirements and rules of the Program. The terms of these Official Rules are binding on entrants. No purchase necessary. Void where prohibited or restricted by law.

**Entry Dates:** Submissions are accepted 10:00:00 AM ET October 11, 2023 through 11:59:59 PM ET November 8, 2023 ("Application Dates"). The winner will be notified by November 20, 2023.

**Eligibility and Requirements:** Program is open to all smart home industry professionals who exhibit strength and vision in the following areas:

- 1. Volunteerism and Industry Participation
- 2. Innovation
- 3. Pioneering Vision

Additional Rules:

- A minimum of two (2) unique individuals must be nominated in order to select a winner. If the minimum is not reached, the award deadline may be extended or a winner will not be selected in that particular year.
- Individuals may self-nominate or nominate on behalf of someone else.
- The Program is open to any nominee who, as of date of nomination, is at least 18 years of age or older (19 years of age or older in Alabama and Nebraska) and a citizen of the United States or the District of Columbia.
- Previous Program award winners are not eligible for consideration.
- Award winner should be present onsite at the 2024 Smart Home Mixer at CES 2024 in Las Vegas, NV, if scheduled, to accept the award.

**How to Enter:** Submit a nomination online at <u>https://www.cta.tech/Events/Awards/Smart-Home-Leadership-Award</u> during the Application Dates. One (1) entry form must be completed per nominee. Entrants are not limited in the number of nominations submitted. Entrants must provide all information requested for the nominee, which may include: name, email, company of employment, and short descriptions of their eligibility based on the above criteria. Nominations submitted by email or hard copy will not be accepted. There are no fees associated with submitting a nomination.

**Winner Selection:** The Smart Home Division Board ("Program Judges") will review nominations and each judge will cast a vote for one (1) nominee based on the set of criteria below:

- Volunteerism and Industry Participation: What kind of volunteer work does the nominee participate in to grow, expand and/or promote the industry? Has the nominee become a role model/mentor and/or taken a leadership position that has actively helped grow and support the industry?
- 2. Innovation: What are examples of contributions the nominee has developed to improve and advance the industry?

3. Pioneering Vision: What has the nominee done in the past or is planning to do in the future to grow and expand the industry?

Votes are then tallied to determine the winner. To evaluate a nomination, or break a tie, CTA or Program Judges may ask for additional information to elaborate on submitted responses.

The odds of being selected as a winner are dependent on the number of eligible nominations received. Winner designation is subject to proof of current and continued compliance with Official Rules and approval by CTA.

## **Program Timeline:**

- October 11, 2023: Nominations open
- November 8, 2023: Nominations close
- November 20, 2023: Winner notified

## Winner Announcement:

• December 2023: Winner will be announced in an article on CTA's website, CTA.tech.

## Winner Benefits:

- Recognition on <u>CTA.tech</u>.
- Recognition at the 2024 Smart Home Mixer at CES 2024, subject to event scheduling.
- Receipt of an award trophy.

The benefits provided to the Program Winner are a non-transferable prize. No cash redemptions. No substitutions, except that CTA reserves the right to substitute an award of equal or greater value. The award will be granted provided it is properly claimed in accordance with these Official Rules and a sufficient number of eligible nominations are received.

**Privacy Statement:** CTA is collecting personal information in the entry form for the purpose of entering the Program. CTA will collect and process this information in the United States pursuant to these Official Rules and the legitimate interests of CTA for Program entry. In order to enter the Program, this information is required. By submitting information in the entry process, you consent to your personal information being processed and used for the specific purposes set forth below:

- CTA will retain this information for seven (7) years.
- Entrants are required to supply contact information at the time of entry including, but not limited to name and email address of self and/or nominee.
- Information collected during Program entry will be used to send transactional emails and correspondence directly related to the Program and to process Program entries. Additionally, the information may be shared within CTA to use for outreach on CTA membership.
- The information will be shared with Program judges for winner selection. CTA may disclose personal information to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- Personal information collected and processed with appropriate security following applicable data privacy and protection laws/regulations.

- Please familiarize yourself with CTA's full <u>Privacy Policy</u>, incorporated into these Official Rules.
- If you need to correct information or obtain a copy of the information you have submitted, please send a verifiable request to <a href="mailto:Privacy@CTA.tech">Privacy@CTA.tech</a>. Where applicable, you have the right to request that we delete any of your personal information collected and retained, subject to certain exceptions. A request for deletion of submitted information will render that entry ineligible for the Program as we require certain information to process and retain Program submissions. Voluntary withdrawals of this nature will not receive a refund.

If you are entering personal information on behalf of anyone other than yourself, you represent that you are authorized to complete this Program entry and that the information you provide is accurate. You agree to be solely liable for damages as a result of any information you provide. You agree to indemnify and hold harmless CTA, its officers, directors, employees, agents and affiliates from all liability, damages, judgments and costs (including reasonable attorneys' fees) for any claims brought by or on behalf of any third party arising from your conduct, misconduct or negligence in completing a Program entry on another's behalf.

**Rights Granted to CTA:** CTA reserves the exclusive right to interpret all conditions regarding this Program without claim for damage or recourse of any kind. Except where prohibited and subject to confidentiality limitations, by entering the Program you agree that CTA may use your company name, information submitted through the entry process (excluding PII), detailed description of your company/product, website and photographs of products ("Submission Features") throughout the world, in perpetuity, in any media, without limitation or compensation to you or your company. By entering the Program, you waive privacy/publicity rights and other legal or moral rights that might preclude CTA's use of the Submission Features, and you agree not to sue or assert any claim against CTA relating to their use of the Submission Features.

Each individual or nominee that enters the Program grants CTA permission, without compensation or prior approval, to use its Submission Features in promoting this or similar awards programs in the future. CTA may retain nomination forms for archival purposes for up to one (1) year.

**Restrictions and Additional Information:** By entering, you agree to abide by these Official Rules and the decisions of CTA, which will be final and binding on all matters relating to the Program. By entering, the Entrants agree to waive any right to claim ambiguity or error in these Official Rules.

- i. Employees of CTA, its subsidiaries, sales representatives, advertising, promotion and all other service agencies involved with design, execution or fulfillment of this Program, and members of the immediate families (defined for these purposes as parents, children, siblings, spouse and domestic partners) or households (whether related or not) of any of the above are not eligible to participate.
- ii. CTA and its clients, officers, directors, agents and employees are not responsible or liable for: (1) garbled, illegible, incomplete, damaged, misdirected, late, lost or failed entries; (2) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (3) errors or delays in transmission; (4) any condition caused by events beyond the control of CTA which may cause the Program to be disrupted or corrupted; (5) any losses or damages caused by participation in the Program or acceptance or use of the prize; or (6) any printing or typographical errors in any materials associated with the Program.
- iii. By applying to the Program, you represent and warrant that (a) you own all rights in your entry or have the necessary licenses to intellectual property used in your entry (if applicable); (b) your

entry does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; and (c) your entry does not contain any defamatory, libelous, illegal, dangerous or sexually-explicit material. It is the entrant's responsibility to properly attribute any and all trademarked or copyrighted terms used in their application.

- iv. CTA reserves the right to limit, restrict, or disqualify participation in the Program at any time for any reason. Specifically, CTA may prohibit you from participating in the Program, in its sole discretion, if you fail to follow the Official Rules or act: (a) in a manner it determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or CTA; in a manner that endangers the safety or well-being of any person; or (c) in any other disruptive manner. CTA decisions are final and binding.
- v. CTA reserves the right to rescind any award granted to a winner who has misrepresented themselves or has been misrepresented by a nominator in this Program.
- vi. CTA reserves CTA reserves the right in its sole discretion to cancel, terminate or suspend this Program should electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes beyond the control of the CTA and its agencies corrupt or affect the administration, security, fairness or proper play or conduct of the Program.

**Disputes and Governing Law:** By participating, entrants permanently and irrevocably release, indemnify, and hold harmless, CTA and its officers, directors, employees, agents and all others associated with the development and execution of this Program from and against any injury, loss or damage caused or claimed to be caused by your participation in the Program and/or the acceptance, awarding, receipt, use and/or misuse of the award, including without limitation personal injury, death, and/or property damage. Entrants agree that CTA is not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Program and/or the award(s). In the event that the preceding release and indemnity clauses are determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the Program, (i) any and all disputes, claims, and causes of action in connection with the Program, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Program, but in no event attorney's fees; and (iii) any entrant hereby waives all rights to claim, indirect, punitive, incidental, special, exemplary or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of CTA or entrants in connection with the Program, shall be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules. Entrants consent to the exclusive jurisdiction of the State and Federal courts in the Commonwealth of Virginia.