



Dominion Energy's Power the Future 2018 Design-A-Thon Terms & Conditions

Last Updated: April 19, 2018

These Terms & Conditions (the "Terms") govern your participation in Dominion Energy's Power the Future 2018 Design-A-Thon. In exchange for the chance to participate and the possibility of being chosen as a winner, you agree to be bound by these Terms.

You agree that you are at least the age of majority in your state of residence. Employees of Dominion or its parents, affiliates, or subsidiaries, or a spouse, parent, or sibling of a Dominion employee are not eligible to participate in the Design-A-Thon. However, Dominion interns and children of Dominion Energy employees who are not involved in running and/or judging the Design-A-Thon are allowed to participate.

Each individual must file his/her own application to participate, even if participating as part of a team. Applicants can enter to participate until 5:00 PM EST on October 1, 2018. Dominion reserves the right to end registration or limit the number of applicants and/or participants at any time.

Personal Information. When you submit an application form, Dominion will be collecting personal information about you. Dominion will use, store, and share this personal information for purposes related to the Design-A-Thon. By agreeing to these Terms, you hereby consent to Dominion using your personal information for any purposes related to the Design-A-Thon.

Selection to Participate. Upon completion of the application form, you will be added to the pool of applicants. Beginning in August, selected applicants will receive correspondence notifying them that have been chosen to participate in the Design-A-Thon. If you are unable or no longer wish to participate in the Design-A-Thon, please notify us at <powerthefuture2018@gmail.com> as soon as possible.

Resources. You need to bring all devices, hardware, software, and/or supplies you wish to use in completing the challenge presented during the Design-A-Thon. You are responsible for your own travel to and lodging in Richmond, Virginia and for covering all costs and expenses in connection

Design-A-Thon Rules. Any content or materials developed for the Design-A-Thon must be created entirely during the event and must be your team's own original work. Throughout your participation in the Design-A-Thon, you agree not to develop or submit any content or materials:

- a. in existence prior to the date of the Design-A-Thon;
- b. that are created in whole or in part by any third party not a member of your team;
- c. that infringe on any intellectual property rights of others or on the privacy or publicity rights of others;
- d. that violate any agreements or policies to which you may be subject;
- e. that you know are false, inaccurate or misleading;
- f. that are obscene, defamatory, threatening, harassing, abusive, hateful, or racially or religiously biased to any other person;
- g. that are harmful to our computer system or the computer systems of others;
- h. for which you were compensated by a third party;
- i. that violate any applicable law (including, but not limited to, those governing export control, consumer protection, unfair competition, false advertising, or anti-discrimination).

Disqualification. Dominion reserves the right, at any time and in our sole discretion, to disqualify any participant or team.

Intellectual Property. You retain ownership of the intellectual property rights in the project that you develop during the Design-A-Thon. Dominion assumes no responsibility for protecting any works, inventions, or other materials disclosed or generated during the Design-A-Thon. By participating in the Design-A-Thon, you grant to Dominion a perpetual, irrevocable, world-wide, royalty-free, sub-licensable right and license to use, make, copy, modify, display, perform, sell, and/or distribute your project and/or any ideas, concepts, or other materials or information associated with your project in any form, medium, or technology, for any purpose whatsoever, commercial or otherwise, without compensation, permission, or notification. By participating in the Design-A-Thon, you agree to sign all documentation that may be required for Dominion and its designees to make use of the rights granted herein, if necessary. While Dominion reserves the rights set forth above, we are not obligated to use your project for any purpose, even if it has been selected as a winning project.

Publicity. You consent to and authorize the recordation, use, reproduction, display, and publication by Dominion and its designees of your name, voice, likeness, biographical data, and any and all photographs, videotapes, and/or recorded materials which may be taken of you at the Design-A-Thon for advertising, promotional, and other purposes in any and all media now known or later developed, throughout the world, in perpetuity, without compensation, permission, or notification.

Judging. Dominion does not guarantee the selection of any project for the final round of judging and reserves the right to reject any project, in its sole and absolute discretion. Dominion will determine winners and award prizes in its sole and absolute discretion.

Prizes. Prizes may be modified at any time in Dominion's sole discretion. Prizes awarded are non-transferable, and any non-cash prizes are not exchangeable for cash. The ability to offer and provide, and for any participant to receive, any prize is subject to applicable laws and regulations and to availability. PRIZES ARE AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXCEPT FOR ANY "IN THE BOX" WARRANTY THAT MAY BE PROVIDED WITH THE PRIZE.

Winners will be responsible for all taxes (including federal, state and local taxes) and any other costs and expenses associated with acceptance and use of any prizes awarded. Winners may be required sign additional paperwork in order to claim prizes.

Modification or Cancellation of Event. Dominion reserves the right at any time to modify, delay, or cancel the Design-A-Thon or any portion of it with or without prior notice. You agree that Dominion will not be liable to you or to any third party for any modification, delay, or cancellation of the Design-A-Thon.

Representations and Warranties. You hereby represent and warrant that: (a) you have read and understand these Terms; (b) you have the right to enter into and perform under these Terms; (c) your participation in the Design-A-Thon will not violate the legal right of any third party; (d) your project will be your own original work created during the Design-A-Thon solely by you and your team; and (e) you will comply with all applicable laws and regulations in participating in the Design-A-Thon.

Assumption of Risk; Limitation of Liability. The Design-A-Thon will be a long and mentally and physically strenuous event, requiring physical and mental endurance for all participants. You hereby acknowledge and voluntarily assume all risks to health associated with your participation in any activities related to the Design-A-Thon. You alone are responsible for your own safety and for your own belongings. Furthermore, you hereby waive any and all claims against Dominion, and its employees, officers, and agents, that might be brought based on your participation in the Design-A-Thon, including but not limited to actions for premises liability and/or negligent supervision.

Severability. If any portion of this these Terms is determined by any court to violate applicable law, then the rest of these Terms will remain in effect.

Assignment. You may not assign, delegate, or transfer your participation in the Design-A-Thon and/or any of your rights or obligations under these Terms. Any attempted assignment, delegation, or transfer shall be void.

Miscellaneous. You agree that you are subject to jurisdiction in Virginia for any claim arising from or related to the Design-A-Thon. You agree that any dispute related to the Design-A-Thon must be brought in courts located in Virginia. These Terms contain the entire understanding of the parties regarding their subject matter.