

**“BETTER SEED, BETTER LIFE” STUDENT VIDEO CONTEST  
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. WINNER MAY BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN FIVE (5) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION, AS MORE FULLY DETAILED BELOW. BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility: The “Better Seed, Better Life” Student Video Contest (the "Contest") is open only to legal residents of the 50 United States and the District of Columbia who are at least eighteen (18) years old and the age of majority in their state of residence at the time of entry and are graduate or undergraduate students pursuing agriculture or related disciplines. Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Contest Rules (the “Official Rules”) and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: The American Seed Trade Association (“ASTA”) located at 1701 Duke Street Suite 275, Alexandria, VA 22314; the National Association of Plant Breeders (“NAPB”) located at Department of Soil and Crop Science, MS 2474, Texas A&M University, College Station, TX 77843-2474; and the American Society of Agronomy, Crop Science Society of America and Soil Science Society of America (“Tri-Societies”) located at 5585 Guilford Road, Madison, WI 53711 (collectively the “Sponsor”).

3. Timing: Contest begins on May 9, 2018 at 9 AM EST and ends on August 31, 2018 at 9 AM EST (the "Contest Period").

4. How to Enter The Contest: During the Contest Period, enter by creating a four minute (or less) video addressing the contest theme “Seed: Fact vs. Fiction” (the “Contest Theme”) which addresses a common misconception or myth associated with the seed industry (from plant breeding to seed treatments, gluten, organics, GMOs, big corporate, etc. (the “Video”) either by (1) uploading your Video to a YouTube account associated with the email address used for entry and sharing its location via email to Sponsor at [kcarpenter@betterseed.org]; or (2) emailing your Video as an attachment to an email to Sponsor at [kcarpenter@betterseed.org] (each an “Entry”).

Your Entry must include your name, school, area of discipline, and degree you are pursuing. Your Video must include at least two (2) components. 1) Your Video must include an on-camera “man on the street” style interview of at least three (3) fellow students/staff/professor (each an “Interviewee”) that is in keeping with the Contest Theme. These Interviewees must be outside of your academic department, preferably outside of the college of agriculture. You and each Interviewee sign and return an executed copy of the “Better Seed, Better Life” Student Video Contest Permission/Release Form that is available at <https://www.betterseed.org/wp-content/uploads/Video-Contest-Waiver.pdf> (the “Participant Release”) as a condition of your receipt of any prize. 2) An explanation in your own words, including supporting visuals as you deem appropriate, to explain the truth behind the chosen myth.

You may enter the Contest either as an individual or as part of a group of no larger than five (5) people. All group members must abide by the terms and conditions of these Rules and submit the Prize Acceptance Documents in order to receive a prize. You may only enter one (1) Video during the Contest Period, whether entering as an individual or as part of a group. If you enter as part of a group, you may not also enter as an individual.

In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant, but only if that person meets all other eligibility criteria for this Contest. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof that he or she is the authorized account holder. Entries that are forged, altered, incomplete, garbled, or generated by a macro or with intent to subvert the entry process will not be accepted and are void. Entries made by any other individuals or any entity on behalf of a named entrant, and/or originating at any other e-mail address will be declared invalid and disqualified.

All entries must be received by Sponsor during the Contest Period or they will be void. Note that you may not make any changes to your Video after you have submitted it. For purposes of this Contest, an entry is received when the in-person or email entry is received by Sponsor and the entry meets the criteria set forth in these Official Rules. Any proof of creating or sending the Video does not constitute proof of actual receipt of an entry. Sponsor’s clock will be the official timekeeper for the Contest.

5. Judging Criteria: Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements.

Prize winners will be selected by a panel of six (6) representatives of Sponsor based on the following criteria: (1) Message content and ideas (how memorably does the video present the specific message (30%); (2) Production quality and visuals (what is the overall production

quality of the video) (25%); (3) Organization and framing (does the video follow a clear and logical path for the audience) (20%); (4) Delivery (does the video utilize good visuals and sound quality that contribute to a compelling message) (25%) (collectively, (1)-(4), the “Judging Criteria”).

Judging determinations are final and binding with respect to all matters relating to the Contest. Sponsor reserves the right to select and appoint alternate judges at any time, at its sole discretion. No information regarding entries or judging will be disclosed to any third party not involved in the conduct of the Contest.

The contest will take place under the supervision of the Sponsor. Participants agree to be bound by these rules and the decision of the judges, whose decisions are final.

6. **Winner Notification.** Potential winners will be notified by email within a reasonable period of time after judging has been completed. Winner must respond to the notification within five (5) business days of receipt of the prize notification and may be required to execute a Prize Acceptance Form, Affidavit of Eligibility, Liability/Publicity Release (where legal) and an Assignment of Rights (the “Prize Acceptance Documents”) or prize may be forfeited. Return of prize notification as undeliverable may result in disqualification and alternate determination. If any potential winner is found to be ineligible or if any potential winner does not comply with the Official Rules, then the potential winner may also be disqualified and an alternate potential prize winner will be determined. Sponsor will attempt to notify potential winner after a reasonable amount of time after selection. If a potential winner cannot be contacted within five (5) days after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place from all entries received using the same judging criteria. Sponsor will continue to contact potential alternate winners until no later than October 31, 2018, at which point the Contest will be closed, whether or not all Prizes have been awarded.

#### 7. Prizes; Odds of Winning.

1 GRAND PRIZE: The Grand Prize Winner will receive \$5,000 (five thousand dollars) (the “Grand Prize”).

1 FIRST PRIZE: The First Prize Winner will receive \$3,000 (three thousand dollars) (the “First Prize”).

1 SECOND PRIZE: The Second Prize Winner will receive \$2,000 (two thousand dollars) (the “Second Prize”) (the Grand Prize, First Prize and Second Prize each a “Prize” and collectively, the “Prizes”).

**All Prize awards are subject to verification of eligibility and compliance with these Official Rules. Sponsor may choose not to award any or all Prizes at its discretion. Odds of**

**winning Prize depends on the number of eligible entries received during the Contest Period.**

Winners are responsible for all federal, state, and local taxes, if applicable, associated with Prize receipt and/or use. Failure to complete the Prize does not relieve the winner of his/her tax obligations associated with winning the prize. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. All Prize details are at Sponsor's sole discretion.

By entering this Contest and accepting a Prize, the Winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in the Contest.

8. Video Requirements: Any photo, image or other content included in a Video that, in Sponsor's sole and absolute discretion, (i) is obscene, profane, lewd or defamatory; (ii) violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) includes anti-social content, a commercial solicitation or promotional materials, or address, phone number, or URL address; (iv) does not meet the requirements outlined in these Official Rules; or (v) is otherwise objectionable, will not be considered and may disqualify the Video.

Each entrant grants to Sponsor and its affiliates, subsidiaries, assigns, licensees, sublicensees, agents and representatives a worldwide, royalty-free, unrestricted, perpetual, non-exclusive right and license to copy, distribute, transmit, publish, edit, exhibit, disseminate, display, reproduce, create derivative works from and use in any way, throughout the universe and in perpetuity, each submitted Video, and any reproductions or derivative works thereof, through any and all manners, formats or media now known or hereafter devised (including but not limited to websites owned or controlled by Sponsor, its affiliates or anyone acting on Sponsor's authority and including Sponsor's social media websites such as Facebook, Twitter and Instagram), for any and all lawful purposes (including but not limited to Sponsor's business operations and promotional purposes), and agrees to execute documents, instruments or agreements confirming such right and license (as further defined in Section 9 below) at Sponsor's reasonable request. By entering the Contest, the entrant understands that his/her Video may be posted online, in Sponsor's sole and absolute discretion, to be viewed by members of the general public. Sponsor has the sole and absolute discretion to determine whether a Video qualifies as an entry. Any Video not in compliance with the above may be disqualified.

Normal Internet access and usage charges imposed by entrants' online service will apply. No information regarding entries, other than as otherwise set forth in these Official Rules will be disclosed.

9. Release: Entrant hereby waives any right to royalties or other compensation arising from or related to Sponsor's use of the Video he or she submitted, acknowledges Sponsor's right to crop, splice, treat and edit such Video(s) in its sole and absolute discretion, and waives any right entrant may have to inspect or approve the finished product, now and in the future, whether that use is known or unknown to such entrant. Sponsor reserves the right to discontinue the use of the entries without notice to any entrant, including the Winners.

Entrant hereby represents and warrants to Sponsor that the Video does not and shall not infringe on any copyright or any other right of any third party nor violate any applicable law, rule or regulation, and such entrant hereby agrees to indemnify, defend and hold Sponsor harmless from and against any and all third party claims for intellectual property infringement or from and against any claim arising from or relating to Sponsor's use of the Video. Entrant hereby waives any right to inspect or approve uses of the Video or to be compensated for any such uses.

Except where prohibited, participation in the Contest constitutes Winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or biographical information for promotional purposes in any media, worldwide, without further payment or consideration.

By entering this Contest, each entrant agrees to release, indemnify and hold harmless Sponsor, its parent, subsidiaries, and affiliates and its and their officers, directors, employees and agents (collectively, the "Released Parties") from and against any claims, damages, attorneys' fees, costs of litigation and settlement or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest.

The Released Parties are not liable to the winner, an entrant or any person claiming through such winner or entrant for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. Released Parties assume no responsibility and will not be liable for any of the following, whether caused by a Released Parties, the entrant, or by human error: lost, late, incomplete, misdirected, stolen, garbled or illegible entries or postage-due mail; address changes of entrants or entries not received in accordance with these Official Rules; technical, hardware or software malfunctions of any kind, or unavailable network or Internet service provider connections; failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications; errors, typos or misprints in these Official Rules, in any Contest-related advertisements or other materials; failures of any of the equipment or programming associated with or utilized in the Contest; unauthorized human

and/or mechanical intervention in any part of the entry process or the Contest; technical or human error which may occur in the administration of the Contest or the processing of entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual (or group of individuals) it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Contest may be 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.

11. Limitations of Liability: By participating, participants agree to be bound by these Official Rules and the decisions of the Sponsor and its judges, which are final and binding in all respects. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants and Sponsor in connection with the Contest will be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE CONTEST, PARTICIPANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CAMPAIGN OR CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED \$100, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED \$100, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY

FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

12. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

14. WINNER'S LIST. A Winner's list will be available at [www.betterseed.org/events/justgrowit/](http://www.betterseed.org/events/justgrowit/) within a reasonable time after the close of the Contest, for a reasonable amount of time. To receive a copy of the Winner list by mail, send a stamped, self-addressed envelope to 1701 Duke Street, Suite 275, Alexandria, VA 22314. Vermont residents may omit return postage.