

Distracted Driving Awareness TikTok Contest

April is **Distracted Driving Awareness Month**. To bring awareness to the dangers of teen distracted driving, the Highway Safety Network is hosting a **TikTok Contest**, sponsored by State Farm. This contest is open to students in grades 7th through 12th living or attending school in one of the counties for the following PennDOT engineering districts; District 2, District 3, District 5 and District 12. These districts include the following counties: *Berks, Bradford, Cameron, Carbon, Centre, Clearfield, Clinton, Columbia, Elk, Fayette, Greene, Juniata, Lehigh, Lycoming, McKean, Mifflin, Monroe, Montour, Northumberland, Potter, Schuylkill, Snyder, Sullivan, Tioga, Union, Washington, and Westmoreland.*

The contest opens on April 4, 2022 at 12:00 am. It closes on April 10, 2022 at 11:59 pm.

To officially enter, all entries must follow and tag **@highwaysafetynetwork** and include the following hashtags **#HSNandSF22 #stopDD** and **#ContestEntry**

Entrants are tasked with creating a video on their public TikTok account with a safety message regarding the dangers of distracted driving. The aim of this contest is to bring awareness to the dangers of distracted driving and to prevent teen distracted driving.

The monetary prizes are as follows:

GRAND PRIZE - \$500

FIRST RUNNER UP - \$300

SECOND RUNNER UP - \$150

Winners will be selected by a panel of judges and bonus points will be awarded to those videos with the most likes.

1. DESCRIPTION. The “April Distracted Driving Awareness Month” contest (the “Contest”) begins at approximately 12:01 am Eastern Time (“ET”) on April 4, 2022 and ends at approximately 11:59 ET on April 10, 2022 (the “Contest Period”). To enter, eligible entrants must: post an original TikTok video that complies with the “Submission Guidelines” (defined below) to their TikTok account. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Highway Safety Network, 405 W. Norwegian St. Pottsville PA 17901 (“Sponsor”), which shall be final and binding in all respects.

2. ELIGIBILITY: Only residents or students of the following twenty seven (27) Pennsylvania Counties in the Carbon, Washington, Centre and Northumberland Counties Community Traffic Safety Projects are eligible. Those counties are: *Berks, Bradford, Cameron, Carbon, Centre, Clearfield, Clinton, Columbia, Elk, Fayette, Greene, Juniata, Lehigh, Lycoming, McKean, Mifflin, Monroe, Montour, Northumberland, Potter, Schuylkill, Snyder, Sullivan, Tioga, Union, Washington, and Westmoreland*. Entrants must be enrolled in a 7th – 12th grade school (Public, Private, Charter, Cyber, Home School, etc.) and who are at least thirteen (13) years of age at the time of entry are eligible to enter. Minors must obtain consent from their parent or legal guardian to enter the Contest, and if a minor’s entry is selected as the winner, their parent or legal guardian will need to co-sign the “Prize Claim Documents” (defined below). Officers, directors and employees of Sponsor and each of Sponsor’s parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies involved in the Contest (all such individuals and entities collectively referred to herein as the “Contest Entities”), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Contest or win a prize. This Contest is void where prohibited.

3. HOW TO ENTER: To enter, eligible entrants must: (i) create an original TikTok video that conveys a safety message related to the dangers of distracted driving; anti-distracted driving; don’t drive distracted and otherwise complies with the “Submission Guidelines” below; and (ii) post the video on the entrant’s TikTok account and tag and follow the **@highwaysafetynetwork** and use the hashtags **#HSNandSF22, #stopDD and #ContestEntry** (each, a “Submission”). The Submission must meet the following “Submission Requirements”: (i) other than music obtained through the TikTok service, the Submission must be the submitting entrant’s original, previously unpublished work and not feature or focus on any copyrighted material, logos or trademarks that are owned by third parties; (ii) the entrant should either be the only person who appears in the video or, if anyone else appears in the video, the entrant must obtain written permission from that person or those people to include them in the video, and if Sponsor asks to see the written permissions, the entrant must provide them upon request (in the event an entrant cannot provide permissions that are satisfactory to Sponsor, in its sole and absolute discretion, Sponsor reserves the right to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor’s own benefit, or otherwise allow the applicable Submission to remain in Contest); and (iii) the Submission **MUST NOT** include images that are deemed by the Sponsor to be obscene, pornographic, libelous, dangerous, political or otherwise objectionable. Social media posts must be public to enter the Contest. Submissions must be published as “public posts” to be eligible to enter. The Submission **MUST NOT** include footage from inside a moving vehicle or recorded while a vehicle is in motion. The Submission **MUST NOT** include footage from an illegal activity(ies). This is a campaign bringing awareness to the dangers of distracted driving. All videos that depict dangerous driving behaviors as deemed by the Sponsor will be disqualified.

Submissions must be received by the end of the Submission Period. No substitutions or new versions of Submissions will be accepted once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to violate the Submission Requirements, in whole or in part, may be disqualified and will not be eligible for entry.

Any personal information collected by Sponsor in connection with the Contest will be used in accordance with Sponsor's privacy policy. Entry must be made by the entrant, only as described in these Official Rules. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to entering service sites, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited, and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission will be deemed ineligible. The Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or used in the Contest or by any technical or human error which may occur in posting videos or processing the entries in the Contest. The Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. WINNER SELECTION AND NOTIFICATION: At the end of the Contest Period, a judge or group of judges selected by the Sponsor (in either case, the "Judging Panel") will review the Submissions that have been received and select up to three (3) potential winners based on the following criteria: (i) creativity of the video and the Safety Messaging; (ii) public appeal (video Likes); and (iii) appropriateness to the public image of the Contest Entities (the "Judging Criteria").

Only the owner of the selected TikTok account will be deemed the winner regardless of other participants/actors in the video. The Highway Safety Network will not divide the prize between members of the video.

Multiple entrants may submit videos that are similar in composition to videos submitted by other entrants. The Judging Panel's selection of videos that are similar to videos submitted by other entrants will not obligate Sponsor or the Judging Panel to declare such similar videos as winners and will not entitle the entrants that submitted similar videos to any prize or other compensation. The Judging Panel's decisions and selection of winners are final and binding on all entrants. Decisions by the Judging Panel are not subject to challenge or appeal and only the entrants selected by the Judging Panel that are credited with the winning Submission that are verified as winners in accordance with these Official Rules shall be entitled to receive a prize.

The potential winners will be subject to verification and compliance with these Official Rules. The potential winners will be notified by a comment/post posted on/by @highwaysafetynetwork and asked to contact @ via TikTok direct message using the social media account information used by the entrant to enter the Contest. The Contest Entities shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If any potential winner does not respond within the time required by Sponsor, or if the winner notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential winner will be disqualified and the prize may be awarded to an alternate winner. Sponsor may successively attempt to contact up to three (3) potential winner(s) of an applicable prize in accordance with such procedure, and if there is still no confirmed winner(s) of such applicable prize after such attempts have been made, if any, such prize may go unawarded.

5. PRIZES. Three (3) prizes are available. One **Grand Prize** consists of (i) a one-time payment of \$500.00 USD; and (ii) the winner's video will be posted on all Highway Safety Network websites and social media accounts during the months of April and May 2022. All the promotion of the winning entrants' video is at the sole discretion of the Highway Safety Network. The monetary prizes will be paid to verified winners during the month of April/May 2022.

In addition to the Grand Prize, there are Second and Third Place Prizes consisting of a one-time payment of \$300 and \$150 respectively. Contest Entities will provide the verified winners with a single cash payment.

No substitution of prizes will be allowed.

6. GENERAL PRIZE CONDITIONS. Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. The prize(s) are non-assignable and non-transferable. The prize(s) will be awarded to the TikTok account owner only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Each potential winner will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within the time period specified by Sponsor in the prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. RIGHTS IN SUBMISSIONS. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant hereby irrevocably grants to the Contest Entities, and their successors, licensees and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, publicly display, stream, exploit, make derivative works of and otherwise use the Submission, in whole or in part, for any purpose, including without limitation commercial purposes, in any and all media now or hereafter devised throughout the universe in perpetuity. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called "moral rights" they may have therein. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements or even if it is determined that the entrant who made the Submission is ineligible to enter the Contest.

8. PUBLICITY RELEASE. Without in any way limiting the rights granted in the Submission, as set forth above, acceptance of a prize constitutes winner's permission for the Contest Entities to use each winner's Submission and his or her name, social media handle, in connection with advertising, marketing, promotional, and/or publicity purposes for the Contest, Contest Entities, and all uses of the Submission permitted herein, worldwide and in all forms of media and by any and all means and media now known or hereafter developed, in perpetuity, including without limitation promotion of the Highway Safety Network videos contest without any obligation, notice, or further compensation to the winners.

9. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION. Each entrant (and any minor entrant's parent or legal guardian) represents and warrants as follows: (i) the Submission does not and will not violate or infringe upon the

intellectual property rights or other rights of any other person or entity; (ii) the Submission meets the Submission Requirements and does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant (and any minor entrant's parent or legal guardian) agrees to indemnify the Contest Entities and hold them harmless from and against any and all third party claims, liability, judgments, losses, damages, costs, and expenses, including penalties, interest and reasonable outside attorney's fees and costs in the defense and disposition of such matters arising out of, resulting from, based upon or incurred because of a breach or allegation that, if true, would constitute a breach by entrant of his or her representations, warranties, covenants or obligations hereunder, including, without limitation, any action or statement made by entrant while participating in the Contest.

10. CONDITIONS OF PARTICIPATION/RELEASES – IMPORTANT PLEASE READ. By participating in this Contest, entrants (and any minor entrant's parent or legal guardian) agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. The Contest is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating in this Contest and/or by accepting any prize that they may be awarded, entrants (and any minor entrant's parent or legal guardian) agree to release the Contest Entities from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, use or misuse of the prize. The Contest Entities shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible Submission, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Submission or other materials; (iv) any injuries, losses or damages of any kind caused from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. The Contest Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest, and reserve the right, in their sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper running of the Contest. Sponsor may prohibit you from participating in the Contest if, in its sole discretion, Sponsor determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair behavior or with the intent to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF. Each entrant (and any minor entrant's parent or legal guardian) hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

12. NO OBLIGATION TO USE. Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

13. FURTHER DOCUMENTATION. If Sponsor shall desire to secure additional assignments from the entrant(s), or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

16. SOCIAL NETWORK RELEASE AND DISCLAIMER. Each entrant (and any minor entrant's parent or legal guardian) acknowledges and agrees that this Contest is in no way sponsored, endorsed or administered by, or associated with TikTok. By entering the Contest, each entrant is providing information to the Contest Entities and not to TikTok. By entering the Contest each entrant (and any minor entrant's parent or legal guardian) hereby releases and agrees to hold harmless TikTok completely from any liability in respect of the Contest. Any questions, comments or complaints regarding the Contest will be directed to the Contest Entities and not TikTok. By participating via the TikTok platform, entrants are also subject to TikTok's privacy policy and terms of service, which can be found at: <https://www.tiktok.com/legal/privacy-policy?lang=en> and <https://www.tiktok.com/legal/terms-of-use?lang=en>.

17. SPONSOR. Highway Safety Network, 405 W. Norwegian St, Pottsville, Pennsylvania, 17901.