

## CES® “Startup Experience Program” Program Rules

**“CES STARTUP EXPERIENCE PROGRAM” SPONSORED BY THE CONSUMER TECHNOLOGY ASSOCIATION (CTA) IS OPEN ONLY TO LEGAL, AGE OF MAJORITY U.S. RESIDENTS RESIDING IN THE U.S. AND CANADIAN RESIDENTS (EXCLUDING QUEBEC) RESIDING IN CANADA AT THE TIME OF ENTRY. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROGRAM. VOID WHEREVER PROHIBITED.**

These CES “Startup Experience Program” Program Rules (the “Program Rules”) summarize the requirements and rules of the Program. The Program Rules are binding on entrants and will co-exist along with the CES® 2025 Exhibit Space Contract signed between CTA and the selected winner(s).

1. **Program Dates:** The Program begins 12:00:00 AM EST August 30, 2024 and ends 11:59:59 PM EST September 20, 2024. Up to ten (10) winners will be selected by a panel of judges and the winners be announced by October 15, 2024.
2. **Program Sponsor:** Consumer Technology Association® (“CTA”), 1919 S. Eads St., Arlington, VA 22202.
3. **Prize Provider:** CTA.
4. **Eligibility:** Participants submitting entries (“Contestants”) may submit one (1) entry per Eureka Park eligible company. This Program is open only to persons who, as of date of entry are legal residents of one of the 50 United States the District of Columbia, or Canada, excluding Quebec. Contestants must have reached the age of majority in their respective state, province or territory of residence at the time of entry. Employees, contractors, and directors, 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, domestic partner and spouse) or households (whether related or not) of any of the above are NOT eligible to participate.
5. **How to Enter:** Contestants must submit an online entry via the form located at <https://www.ces.tech/explore-ces/innovation-for-all-programming/>, complete all required information, and follow the Entry Requirements in Section 6 of these Program Rules. No third-party entry or entry through sweepstakes service permitted.
6. **Entry Requirements:**
  - *What to Submit:* The online form entry answering all of the questions, including a link to a video no longer than three (3) minutes introducing: 1) the company; 2) the technology that will be displayed at CES 2025; and 3) how it meets the judgment criteria outlined in Section 7.
  - *Language:* English
  - *Eureka Park Company Eligibility:* This Program is open to startup companies founded by diverse groups (including ethnic or gender minorities underrepresented in the technology industry, individuals with disabilities, etc.) or supporting technologies that serve these diverse groups. The technology does not need to be exclusively marketed to these communities. Companies must meet the criteria to exhibit in Eureka Park as listed at <https://www.ces.tech/exhibit/apply-to-exhibit-at-eureka-park/>. These include that if the company has launched its first product, it must have launched on or after January 1, 2024, technology must be demonstrable as a prototype, product or

service under own brand name(s), and must be a first-time exhibitor or a second-time exhibitor in Eureka Park.

- *Copyright:* Your video post must be your own original work and property and may not contain any commercial copyrighted images. By entering the Program, you represent and warrant that (a) your video post is your original work and that you own all rights, including copyright rights, in your video post; (b) You have the rights to give CTA permission to use the video per Section 9; (c) Your video post does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (d) Your video post does not contain any defamatory, libelous, indecent, illegal or obscene material; and (e) you have obtained permission from each person whose name, image, or likeness (collectively, "Likeness") is included in your video post, such person(s) have granted you all necessary rights to use their Likeness as described in these Program Rules, and you can make written copies of such permissions available to the Sponsor upon request. (If the Likeness of a minor is included in your video post, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's Likeness.)
- *Exhibit Space Contract Agreement:* If selected as a winner, you must agree to sign and return a CES 2025 Exhibit Space Contract with CTA to reserve your booth space in the Eureka Park exhibit area at the CES 2025 in Las Vegas, Nevada on January 7-10, 2025.

7. **Winner Selection:** A panel of CTA judges will select up to ten (10) winners. Winners will be selected by evaluation ranking based on four (4) qualifications: 1) The technologically innovative nature of the product; 2) Engineering qualities including the feasibility of the product working and going to market; 3) Aesthetic and design qualities; and 4) The product's impact in the communities it is created to serve. Judges will rate each product on a scale from one to three for each of the qualifications and will add the scores in each qualification for a total score. Total scores will be ranked one through ten, the highest score being ranked first. Contestants with the ten (10) highest scores overall will be selected as winners. In the event of a tie for the tenth spot, the judges will evaluate the affected Contestants on which company has best demonstrated testing their product in the designated market to determine the tie breaker. Winners will be selected and announced by October 15, 2024 via email. If Program deadline is extended based on low entries, such extension will be publicly announced on the program website and notification to winners will also be delayed. Odds of winning depend on the number of eligible entries received. Designation as a prize winner is subject to proof of compliance with Program Rules, maintaining compliance with these Program Rules and approval by CTA. As a condition of winning the prize, winners will be required to supply contact information including, but not limited to name, address, phone number and email address. Personal information will be used solely to distribute prizes and will not be used for marketing purposes. Once notified, winners must complete a CES 2025 Exhibit Space Contract which must be signed and returned to CTA within 20 days of CTA's initial sales contact. Failure to timely sign and return this Exhibit Space Contract, or not agreeing to attend and exhibit at CES 2025, may result in the applicable winner's disqualification, forfeiture of all interest in prizes, and the selection of a substitute winner. Prizes not won and claimed by an eligible winner in accordance with these Program Rules will not be awarded and will remain the property of CTA. For a list of winners (available after October 15, 2024), send your request with a self-addressed stamped envelope to Consumer Technology Association Foundation, 1919 S. Eads Street, Arlington, VA 22202.
8. **Grand Prize:** Ten (10) Winners will each receive: one (1) 8' x 10' upgraded booth package in the Eureka Park exhibit area at the CES 2025, in Las Vegas, Nevada on January 7-10, 2025; 10 complimentary exhibitor badges; one (1) \$2,500 award; complimentary meeting rooms in the Eureka Park marketplace; and other promotional opportunities if available. Total maximum ARV of all prizes: \$25,000. Prizes are not transferable. No cash redemptions. No substitutions, except that CTA reserves

the right to substitute a prize of equal or greater value. If a Contestant enters and wins, but has already purchased a booth for CES 2025, CTA will not refund the booth cost already paid, but instead will give a credit toward CES 2026. All prizes will be awarded provided they are properly claimed in accordance with these Program Rules and a sufficient number of eligible entries are received. Limit one (1) prize per company. If a prize winner is 18 but deemed a minor in his/her state or province of residence, the prize will be awarded on behalf of the minor to his/her parent or legal guardian, who must comply with the prize claim requirements and must sign any documents/waivers/releases provided upon winning.

9. **Rights Granted to CTA:** Except where prohibited, by entering the Program you irrevocably agree that the CTA and its affiliates and their respective assigns, agents and licensees (collectively, the "CTA Parties"), may use your name, likeness, voice, video and any statements regarding your participation in the Program (collectively, "Your Likeness") throughout the world, in perpetuity, in any media, without limitation or compensation to you. By entering the Program, you permanently waive all intellectual property rights, privacy/publicity rights and other legal or moral rights that might preclude the use of Your Likeness, and you agree not to sue or assert any claim against the CTA Parties relating to their use of Your Likeness. Each Contestant selected as a Program Winner grants CTA permission, without compensation or prior approval, to use its name, detailed description, website and photograph/Likeness in promoting this or similar award programs in the future.

Videos included in the Program entry may be used by CTA for promotion purposes.

U.S. Contestants: By entering the Program, you agree and irrevocably grant to the CTA Parties the unconditional, royalty-free right and license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, exhibit, create derivative works and otherwise use or reuse your submission and video post, throughout the world, in perpetuity, in any media, including, without limitation, the Internet.

Canadian Contestants: By entering the Program, you agree that the CTA Parties have a non-exclusive license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, exhibit, create derivative works and otherwise use your submission. If you are selected and confirmed as a winner, CTA will provide an assignment of rights contract for your video submission, which you will need to sign.

10. **Additional Information:** By entering, you agree to abide by these Program Rules and the decisions of the CTA, which shall be final in all matters relating to the Program.
- a. The CTA Parties 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 the CTA Parties 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.
  - b. CTA may prohibit you from participating in the Program, in its sole discretion, if you fail to follow the Program 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 Contestant or the CTA Parties; or (c) in any other disruptive manner.
  - c. Entries deemed by CTA in its sole discretion to be immoral, obscene, indecent, profane, or not in keeping with the CTA's image will be disqualified.

- d. CTA reserves the right in its sole discretion to disqualify any entry at any time which, in the CTA Foundation's opinion, endangers the safety or wellbeing of any person, or fails to comply with these Program Rules.
- e. CTA reserves the right to limit, or restrict upon notice, participation in the Program by any person or entity at any time for any reason.
- f. CTA reserves the right in its sole discretion to cancel, terminate or suspend this Program should there be an insufficient number of entries, electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes beyond the control of CTA and its agencies which may corrupt or affect the administration, security, fairness or proper play or conduct of the Program.
- g. CTA's decisions are final and binding.

**11. Privacy Statement:** CTA adheres to all applicable data privacy and security laws. CTA will collect information for the purpose of registering companies for this Program. In order to process entries, this information is required. If you choose not to supply the information, you will not be eligible to enter this Program. By submitting information in the entry process, you consent to your personal information being processed and used for the specific purposes set forth below:

- a. Data Administrator: Consumer Technology Association, 1919 S. Eads Street, Arlington, Virginia, USA 22202.
- b. Information collected during registration includes: name, business job title, company, address, corporate website, and email address.
- c. The Data Administrator may retain submission forms for archival purposes for up to three (3) years. CTA reserves the right to retain Program Winner submissions indefinitely for archival purposes.
- d. Information collected during submission will be used to verify consumer technology industry affiliation and to send transactional emails directly related to Eureka Park Video Program.
- e. The data will be shared with CTA in working with CTA to select finalists.
- f. Personal information collected will be protected under the rules and laws of the United States of America.
- g. If you need to correct information, obtain a copy of the information, request deletion of the information you have submitted, or submit a complaint, please send a request to [diversity@cta.tech](mailto:diversity@cta.tech). Note that if you request deletion of submitted information, you may be ineligible for this Program as we require certain information to process and retain registration.
- h. Please familiarize yourself with CTA's full [Privacy Policy](#).

**12. Disputes and Governing Law:** By participating, Contestants forever 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 prize, including without limitation personal injury, death, and/or property damage. Contestants agree that the CTA Parties are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Program and/or the awarding of any prize. In the event that the preceding release and indemnity clause is determined by a court of competent jurisdiction to be invalid or void for any reason, Contestants agree 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) and Contestants hereby waive all rights to claim punitive, incidental 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. Contestants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Program Rules, or the rights and obligations of CTA, or contestants 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. Contestants consent to the exclusive jurisdiction of the State and Federal courts in the Commonwealth of Virginia.

This Program is in no way sponsored, endorsed or administered by, or associated with, any video platform/site used by contestants. By participating in this Program, you acknowledge that you are providing information to the CTA.