

Holiday Maker Challenge

OFFICIAL RULES

1. **LEGAL TERMS:** By submitting an Entry (as defined herein) to the “*Make:*” contest, you are agreeing to be bound by the follow”). THESE OFFICIAL RULES SUPERSEDE ANY OTHER RULES AND TERMS & CONDITIONS.
2. **SPONSORS:** The contest is administered by Make: Community, LLC. (“*Make:*”), 150 Todd Road, Santa Rosa CA 94111 and Engineering.com 5285 Solar Drive Mississauga, Ontario L4W 5B8.
3. **CONTEST OBJECTIVE:** The objective of the Contest is to Submit a new project that is Holiday themed that meets the format, content and other requirements identified in "How to Enter" below and included in the contest template.
4. **CONTEST DATES:** The contest commences at 8 am PDT on December 5th , 2020, and the Entry submission deadline is 11:59pm PDT on January 11, 2021.
5. **ELIGIBILITY: THE CONTEST IS OPEN ONLY TO NATURAL PERSONS WHO, AT THE TIME OF ENTRY, ARE REGISTERED MEMBERS OF THE SITE, WHO ARE AT LEAST THIRTEEN (13) YEARS OLD, AND ARE RESIDENTS NORTH AMERICA.** If on the Start Date you are a "minor," meaning that you are under the age of majority in your jurisdiction, you must obtain permission from your parent or legal guardian, and your parent or legal guardian must consent to be bound by these Rules as if he or she were an entrant, before you submit an entry. Sponsor reserves the right to require minors to submit proof of parental/guardian permission and consent to these Rules at any time, without which they may be immediately disqualified from the Contest.
6. **HOW TO ENTER:** To enter, you must first create an account on www.makeprojects.com (if you already have such an account, you need not create a new account). All of the registration information that you provide is collectively referred to as your "Account." On the Contest Banner on the Make: Projects home page you will find further instructions for submitting your proposal. You must submit your completed proposal (your “Entry”) following the instructions provided on the Contest Website. By submitting your Entry, you formally accept the Official Rules for the Contest.

By submitting an Entry, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or Sponsors have reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account. Registration information is collected by Make: Projects and

may be transferred elsewhere globally as needed for the purposes of the contest and the Sponsors' business purposes.

Each registrant is referred to as an "Entrant" in these Official Rules and as "Entrant" on the Contest Website.

Sponsors are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or other issues related to data such as quality, access or security. Sponsors are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Sponsors disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading of information in connection with, the Contest.

Sponsors reserve the right to modify, remove or add data to the Contest Website upon notice to Entrants via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Sponsors reserve the right in their sole discretion to extend or modify the dates of Contest and/or Entry submission dates, and to change the terms of these Official Rules governing any portion thereof taking place after the effective date of any such change upon notice to Entrants via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Entrants are urged to consult the Contest Website regularly during the contest.

Sponsors shall have the right to remove any blog comment or posting related to the contest from the ContestWebsite in their sole discretion at any time and for any reason.

BY REGISTERING FOR THE CONTEST, YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE CONTEST JUDGES AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE CONTEST. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN DO NOT SUBMIT AN ENTRY TO THE CONTEST. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

- 7. ENTRY GUIDELINES AND REQUIREMENTS:** Entrants will submit Entries in two parts via instructions on the Contest Website (the "Entry Guidelines and Requirements") which must be submitted by January 11, 2021.

8. **GENERAL INFORMATION:** Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Each Entrant is responsible for checking applicable laws and regulations in Entrant's jurisdiction before participating in the contest to make sure that Entrant's participation is legal. Entrant is responsible for abiding by Entrant's employer's policies regarding participation in the contest. Entrant is responsible for confirming with Entrant's university, institution or other such relationship that Entrant's Entry does not violate any policies set by that university, institution or other such relationship. Sponsors disclaim any and all liability or responsibility for disputes arising between Entrant and Entrant's university or employer related to this contest. Entrant is responsible for all taxes and reporting related to any Award that Entrant may receive as part of the contest. Entrant agrees Entrant may be subject to background screening as needed to assure Entrant's legal compliance.
9. **ENTRANT'S INTELLECTUAL PROPERTY RIGHTS:** Entrants are solely responsible for protecting any and all intellectual property rights in any submissions made as part of their Entry for the contest. Entrants are also solely responsible for making an independent determination that they are authorized to submit a product or prototype idea in the contest by notifying their employer or any other party who may have rights in anything contained in the Entry. The Sponsors have the right to disqualify any Entrant's Entry in their sole discretion and at any stage of the Contest prior to the awarding of prizes in the event that a Sponsor receives any notification that an Entrant did not have all rights required to make the Entry.

Each Entrant grants to the Sponsors each of the following unlimited, irrevocable, worldwide, royalty-free rights:

- To use the name, photograph or likeness of Entrant in any publicity or promotion relating to the Contest, Make:, and Eng.com.
 - To use, demonstrate, photograph, and display the Entrant's prototype or product idea in any publicity or promotion relating to the Contest, Make:, Eng.com,.
 - To disseminate for evaluation to various members of Sponsors any information provided by Entrant as part of their Entry without restriction, and without expectation of compensation by Make:, Eng.com,
10. **PRIVACY:** Personal data provided in connection with an Entry will be used for purposes described in the Official Rules and used and protected as governed by the privacy policy posted on the Make: Projects website (<https://makeprojects.com/legal>) (the "Privacy Policy"). Personal data may be shared by the Sponsors for the purposes described in these Official Rules.

11. **CONFIDENTIALITY:** Since Sponsor does not wish to receive confidential information, or hold any submitted materials “in confidence,” **it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between Sponsors and you, and/or the owner of any part of your Entry.** Sponsor shall have no liability or responsibility for use by any other individual or entity of any aspect of your Entry.
12. **WARRANTIES:** By submitting an Entry, Entrant represents and warrants that all information in your Entry and all information that you submit via the Contest Website is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry and disclose the information therein on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry and the underlying technology/method/idea described in the Entry):
- (a) is your own original work and representative of your capability, or is submitted by permission with full and proper credit given within your Entry;
 - (b) does not contain confidential information or trade secrets (yours or anyone else’s);
 - (c) does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
 - (d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
 - (e) does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement; and
 - (f) does not trigger any reporting or royalty or other obligation to any third party.

A breach of any warranty set out in this provision of the Official Rules will result in the corresponding Entry being invalid. In addition, you agree to indemnify Sponsors against all loss, damages and costs incurred by the Sponsor arising from your breach of the warranty.

13. **JUDGING:** Entries will be evaluated by a panel of at least three (3) judges comprised of Make: and Eng.com Editors.

Entries will be evaluated based on compliance with Entry Guidelines and Requirements as well as, but not limited to, the following criteria (collectively the “Judging Criteria”):

1. Creativity
2. Originality
3. Design
4. Fun

Judging will occur during the period from January 12, 2021 to January 16, 2021. The Entry that best meets the Judging Criteria will be selected as the winner and will be eligible to receive the Award.

ALL DECISIONS OF MAKE:, ENG.COM AND THE JUDGES WILL BE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS CONTEST.

14. **AWARDS:** On January 16, 2021, Sponsors will announce the Contest winners via the Contest Website, and will win the following (the “Awards”):

- Grand Prize (3x) – Project featured in Make: Magazine & online, 1-year subscription to Make: Magazine, and a [Worx 20V MAKERX 2PC ROTARY TOOL + WOOD/METAL CRAFTER COMBO KIT](#) (129.99 Retail Value). One prize will be awarded per category.

AS A CONDITION FOR RECEIPT OF ANY AWARD, WINNERS WILL BE REQUIRED TO EXECUTE ADDITIONAL DOCUMENTATION INCLUDING BUT NOT LIMITED TO A DECLARATION OF ELIGIBILITY AND RELEASE.

The Judges and Sponsors reserve the right to award no winner, if in Sponsors’ sole discretion, an insufficient number of eligible Entries meet the Judging Criteria for the Contest.

The potential winner will be notified by the email address provided in their Make: Projects Account. The potential winner must accept the Award within 48 hours of receiving the foregoing notification email, or the prize is forfeited. Return of the notification email as “undeliverable” will result in disqualification. All Awards are subject to verification of eligibility and compliance with these Official Rules. Award winner may, subject to applicable laws and regulations, be screened to ensure the award winner is not included on any Government Watch List.

All decisions of the Sponsors and Judges will be final and binding on all matters relating to the Contest. No substitution or transfer of Awards is permitted.

The Award is a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the Award. Each winner is responsible for all taxes and reporting related to any Award received as part of the contest.

This is a contest of skill. Whether or not your Entry is determined as the winner depends on how your Entry compares to the other Entries submitted in the contest when evaluated based on the Judging Criteria.

15. **LIMITATION OF LIABILITY:** By participating in the contest, an Entrant agrees to release, indemnify and hold harmless Make:, Eng.com, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Sponsor Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of Entrant's participation in, association with or submission to the contest (including any claims alleging that your Entry infringes, misappropriates or violates any third party's intellectual property rights). Sponsor Entities are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. Any compromise to the fair and proper conduct of this contest may result in the disqualification of an Entry, termination of the contest, or other remedial action, at the sole discretion of the Sponsors. Make:, Eng.com reserve the right in their sole discretion to extend or modify the dates of the contest, and to change the terms of these Official Rules governing any Phase or portion thereof taking place after the effective date of any such change. By entering, you agree to these Official Rules and to all decisions of Make:, Eng.com, and/or all of their respective agents, which are final and binding in all respects.

16. **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

17. **WAIVER:** By entering the contest, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.

18. **APPLICABLE LAW:** You agree that these terms and the relationship between you and the Sponsors shall be governed by the laws of the United States and the State of New York.

You acknowledge and agree that all aspects and content of your Entry, including intellectual property rights embodied in the Entry, shall be treated as if made in the United States and United States laws relating to patents, inventions, assignments and compensation shall

supersede the relevant laws of any country in which the Entry may have been conceived and/or made.

For an Entrant living outside the United States but attending a U.S. campus of a U.S. university or college, Entrant specifically acknowledges that Entrant accepts the practices and policies outlined in these Official Rules and in the Privacy Policy and consents to having Entrant's data transferred to and processed in the United States.

Verbiage

We had so much fun with our Halloween Contest we thought a Holiday Contest would bring great cheer during this festive time of year! We're announcing a new contest for all looking to share your creativity and love of the holiday season. It's time to break out your tools and get festive. We are looking for the coolest, most uniquely designed holiday gifts and decor.

We have three fun categories for you to enter :

- Indoor Decoration
- Outdoor Decoration
- Handmade Gift

Judging will be based on:

- 1. Creativity
- 2. Originality
- 3. Design
- 4. Fun
- 5. Project Documentation

Prizes:

Grand Prize (3x) – Project featured in Make: Magazine & online, 1-year subscription to Make: Magazine, and a [Worx™ 20V MAKERX 2PC ROTARY TOOL + WOOD/METAL CRAFTER COMBO KIT](#) (129.99 Retail Value). One prize will be awarded per category. MUST BE IN NORTH AMERICA DUE TO SHIPPING BATTERIES

Short Version for Banner

Three Winners will be selected and awarded:

- Project Feature in [Make: Magazine](#)
- 1- year Subscription to [Make: Magazine](#)
- [Worx™ MakerX Combo Kit](#)