



NTMWD Water Genius Contest Rules

Section 1.

Contest Period and Sponsor/Administrator:

The Water Genius Contest (the “Contest”) begins at 12:00:01 p.m. (Noon) Central Daylight Time (CDT) on July 23, 2009 and ends at 11:59:50 p.m. (Midnight) on August 23, 2009 (the “Contest Period”). The Contest is sponsored by the North Texas Municipal Water District (“NTMWD” or “Sponsor”).

- Entrants must be 18 years of age or older.
- Entrants must reside within the NTMWD service area, which includes NTMWD member cities and customer service areas. The following are member cities: Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City and Wylie. Water System customers include Bonham, Fairview, Fate, Kaufman, Josephine, Little Elm, Melissa, Prosper, Rowlett, Terrell, and others. Go to <http://www.ntmwd.com/membercities.html> for a complete listing.
- Entries must be received by midnight on August 23, 2009.
- Entries must be submitted online through the NTMWD Water IQ Web site (www.WaterIQ.org) or at NTMWD Water IQ outreach events on or before August 23, 2009.

Under its contract with Sponsor to promote Water IQ (NTMWD’s public education water awareness campaign), EnviroMedia Social Marketing (“Administrator” or “EnviroMedia”) is the administrator of this Contest.

The Water IQ logo is a registered service mark owned by the Texas Water Development Board (“TWDB”), licensed for use by EnviroMedia on behalf of NTMWD’s Water IQ campaign, with TWDB’s permission.

Sponsor and Administrator reserve the right to determine whether entries are not accepted or disqualified. For the purposes of this contest, “Not Accepted” shall be defined as an invalid entry that the Entrant must correct to be considered valid, such as missing application information. “Disqualified” shall be defined as an entry that fails to meet the contest criteria below. Reasons for disqualification include entries deemed offensive, entries entered by organizations or entries that attempt to tamper with the

contest Web site. Disqualified entrants are not eligible to re-enter the Contest.

Section 2.

How To Enter:

A. During the Contest Period visit www.WaterIQ.org and scroll to the NTMWD page (the "Contest Web page") to click on the "Water Genius Contest" link and complete all required registration information. Incomplete entries will not be accepted.

B. Attend a NTMWD/Water IQ outreach event, where paper entry forms will be available and complete and submit an entry.

Whether entering online or in-person, you must first complete the nomination information. Once nominated an eligible participant may become an Entrant by providing a water-saving tip, idea or method, which will be his or her entry for this contest and will be selected and/or judged pursuant to these rules.

Participants may nominate neighbors, friends, themselves or others in the Contest. The nominee whose name is in the "Entrant" space on the entry form is deemed the Entrant ("Entrant"). Only those who are deemed the Entrant are eligible to win the prize. Participants who nominate others are not eligible to win the prize.

Entries nominating another individual must provide nominee's e-mail address and/or phone number for contact and verification purposes. Nominees must also be at least 18 years of age at time of entry and must reside within the NTMWD service area, which includes the member cities and customer service areas listed in Section 1.

In the event of a dispute as to the identity of an Entrant, the name appearing on the Entry will be deemed to be the Entrant.

All Entries must be completed and submitted by 11:59:59 p.m. (Midnight) CDT on August 23, 2009 to be eligible for the final judging.

The Timeline:

Contest opening: Entry submission allowed at 12:00:01 p.m. (Noon) CDT July 23, 2009.

Contest closing: All Entries must be received by 11:59:59 p.m. (Midnight) CDT August 23, 2009.

Grand Prize/Winner announcement/posting: On or before September 1, 2009.

Section 3. Entry Requirements:

In order to be entered into the Contest, Entrants must comply with registration instructions when submitting their respective entry. Contest Sponsor and Administrator reserve the right to determine which entries will be posted to the Contest Web site.

Entries become the property of the Sponsor and will not be acknowledged or returned. Entries submitted by organizations will be disqualified. The Sponsor has the sole discretion to determine whether an Entry qualifies as an Entry. All federal, state and

local taxes are the sole responsibility of the winners.

The Water IQ logo is a registered service mark owned by the Texas Water Development Board, ("TWDB"), and is not to be used in any visible form. Entrants may not copy or otherwise plagiarize the Entry Material from any source.

Entrants and winners acknowledge and agree that their Entries become the sole property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use Entries in any way it sees fit. By entering, the Entrants agree to waive any and all rights, including intellectual property rights, to their respective Entries.

Any Entry that contains the following materials will be disqualified:

- Obscene, lewd, profane, defamatory or inappropriate images or text, including nudity, acts of violence or acts that appear to cause harm.
- Any third-party materials or any that violate or infringe (or may infringe) any copyright, trademark, logo or other mark that identifies a brand, entity or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light).
- Other material deemed objectionable by the Sponsor or Administrator.

Section 4.

Eligibility:

The Contest is open to legal residents of the NTMWD service area, 18 years of age and older as of July 23, 2009. Employees of NTMWD, EnviroMedia Social Marketing, their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies and each of their respective employees, shareholders, directors, officers, members and agents and their immediate family members and/or those living in the same household of each **are not eligible to participate or win.**

Section 5.

Contest Judging Procedure:

All Entries that are submitted in accordance with these rules will be included for consideration in the Contest. The Grand Prize Winner will be selected by a panel of expert judges.

Judging and Winner Selection: A panel of judges selected by the Contest Sponsor and Administrator will judge each eligible Entry according to the following criteria:

- Originality and Creativity of water-saving tip, idea or method (35%)
- Effectiveness of water-saving tip, idea or method (35%)
- Adaptability of water-saving tip, idea or method (30%)

In the event of a tie, tied Entries will be re-judged by the judges based solely on Originality and Creativity.

In all Judging situations, judges' decisions are final with respect to all matters relating to the Contest. By participating, Entrants agree to the Contest Rules and the decisions of the judges, which shall be final and binding in all respects.

Section 6.

Contest Prizes: No prize substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. All prizes will be shipped directly to the physical address provided by the Winner. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Contest Period.

Prize descriptions and approximate values are described below:

ONE (1) GRAND PRIZE: The Grand Prize Winner's Submission will be shared on the NTMWD Water IQ Web site and possibly in advertisements and/or other communications used by NTMWD regarding water use awareness and conservation. Sponsor reserves all rights to determine timing, programming and network placement. Grand Prize Winner's Submission may be shared multiple times or in multiple mediums across the NTMWD service area. If appropriate, the winning submission may also be incorporated into water-saving tips for other Water IQ campaigns across the state. The Grand Prize Winner will also receive a \$1,500 gift card from a home improvement store, to be used for water-conserving products such as low-flow toilets, water-saving appliances, drought-tolerant plants, low-flow shower heads, mulch, soaker hoses, smart controllers for sprinklers and so on, redeemable for merchandise or services at the participating home improvement store. Retail value of gift card: \$1,500.

Section 7.

General Award Rules:

The Administrator will make three (3) attempts to contact the selected Winner via phone and/or e-mail within twenty-four (24) hours from the time winner determination is accomplished. If Administrator is unable to reach a Finalist via phone within this time frame, he/she will be disqualified and an alternate will be determined by the next highest score.

Any necessary paperwork associated with prizes, such as consent forms, will be mailed via overnight mail with a pre-paid overnight return envelope included or sent via e-mail. Return of prize notification as undeliverable may result in disqualification and alternate determination. If any winner does not sign and return the required Affidavit of Eligibility and Liability/Publicity Release within three (3) calendar days of notification, that person will be disqualified, the respective prize will be forfeited and an alternate winner will be determined as stated above. Sponsor reserves the right to continue promoting entries in the order they are ranked until prize position is filled.

Section 8.

Conditions:

Entrants acknowledge and agree that his/her respective Entry becomes the property of the Sponsor, including any and all copyright, trademark or other rights, and Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use Entries in any way it sees fit in connection with advertising or promoting the Water Genius contest, Water IQ brand and water conservation message in any medium, throughout the world, in perpetuity.

Entrant shall have no right to review or approve edits, alterations or modifications, and the Entrant waives the benefit of any provision of law known as "moral rights." Acceptance of a prize constitutes permission to use Winners' respective names, likenesses and respective Entry for promotional purposes (including any possible public relations opportunities) without further compensation. By entering, Entrant accepts and agrees to be bound by these Conditions.

All information regarding Entries will be handled in accordance with Government Code Section 552, Public Information Act. Please note if you do not want your personal information disclosed as certain information may be excepted from public disclosure by law.

By submitting an Entry, Entrant represents: (a) any and all rights to the Entry do not infringe, misappropriate or violate the rights of any third party; and (b) that Entrant has complied with Entry Requirements stated in Section 3, subject to Sponsor's sole and final discretion as to eligibility.

WINNER AND ALL ENTRANTS, AS A CONDITION OF ENTRY INTO THE CONTEST, AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE SPONSOR AND ITS ADMINISTRATORS, EACH OF THEIR RESPECTIVE AGENCIES, PARENTS, SUBSIDIARIES, AFFILIATED COMPANIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, ASSIGNS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INTELLECTUAL PROPERTY INFRINGEMENT, INJURIES, DAMAGES OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH SUBMITTING AN ENTRY OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THE CONTEST, THE RECEIPT, OWNERSHIP OR USE OF PRIZES AWARDED OR ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE CONTEST RULES OR THE ANNOUNCEMENT OR OFFERING OF THE PRIZES.

The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Contest which may limit the ability to participate, or by any human

error which may occur in the processing of the Entries in this Contest.

Sponsor reserves the right to cancel, terminate or modify the Contest if it cannot be completed as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award prizes from eligible Entries received prior to cancellation.

Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Contest or the Web site; violates the Entry Requirements or Conditions; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person.

Entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of Entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provide, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries nominating another individual must provide nominee's e-mail address and/or phone number for contact and verification purposes. Nominees must also be at least 18 years of age at time of entry and must reside within NTMWD service area, which includes the member cities and customer service areas outlined in Section 1.

Entrant represents that his/her Entry from an e-mail address that belongs to an organization, business or other entity has been authorized by that entity and complies with all applicable terms of use. **Any Entry from an e-mail address that belongs to an entity that has not authorized e-mail for other than that entity's purposes WILL BE DISQUALIFIED.**

Nothing herein shall be construed to waive the state's sovereign immunity.