

## SXSW David Carr Prize Giveaway Official Rules

**1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE GIVEAWAY PERIOD. BY ENTERING THIS GIVEAWAY YOU AGREE TO THESE OFFICIAL RULES.**

**2. Entry Period.** The entry period for the "SXSW 2019 David Carr Prize" ("Giveaway"), sponsored by SXSW, LLC. ("Sponsor"), begins at 8:00am PT on Friday, January 19, 2019 and ends at 11:59pm PT on Sunday, February 10, 2019 (the "Entry Period"). Entries must be received before the Entry Period ends to be eligible to win. All federal, state and local laws and regulations apply. Proof of submitting a Giveaway entry will not be deemed by Sponsor as proof of receipt of entry into the Giveaway. Any attempted form of entry into the Giveaway other than as described herein is void.

**3. Eligibility.** The Giveaway is open to students in high school, undergrad, or graduate programs (PhD and masters included) who meet the following criteria: (a) can physically attend the 2019 SXSW Conference occurring from March 8-17, 2019 ("SXSW 2019"); (b) are eighteen (18) years of age or older; (c) are currently enrolled in school or have graduated within the last six (6) months and (d) a legal resident of and physically residing in one of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign based United States military installations and wherever restricted or prohibited by law ("Entrant"). Neither Sponsor nor employees of Sponsor and all of their respective partners, parent companies, divisions, subsidiaries, affiliates, and their respective officers, directors, employees, agents, and representatives (collectively the "Giveaway Entities") are eligible to participate in the Giveaway and/or win a Prize (as defined below). Additionally, immediate family members of such employees and persons living in the same household as such employees are not eligible to win. By entering this Giveaway, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects and cannot be challenged or appealed.

**4. How To Enter.** The entry method is online only ("Entry"). Entries received before and/or after the Entry Period will be void. All physical Entries become the sole property of Sponsor and will not be acknowledged or returned. Sponsor's computer will serve as the official timepiece for the Giveaway. To participate Entrant must: (a) write an original, previously unpublished essay or short story ("Essay") no longer than 1,500 words, which answers the question: "In 2050, warmer global temperatures will lead to..."; and (b) attach the Essay to an email sent to davidcarrprize@sxsw.com. Sponsor strictly prohibits any Entrant from incorporating and reserves the right to disqualify an Entry containing content into an Entry that is defamatory, obscene, inappropriate or contains unauthorized content owned by a third party.

**5. Limit. Limit of one Entry per person.** If there is a dispute about who an email address belongs to, it will be deemed submitted by the email account holder. If multiple Entries are received by the same account holder, only the first Entry by that account holder will be considered and subsequent Entries will be disqualified.

**6. Condition of Entry. Each Entrant, as a condition of Entry, agrees that Entrant has not purchased any kind of internet service whatsoever in order to participate in and/or enter the Giveaway.**

**7. Winner Selection.** One (1) winner ("Prizewinner") will be selected by the SXSW Selection Committee, which will judge each entry based on the Entrant's creativity; consideration of the essay prompt; grammar, usage, and mechanics; and relevance.

**8. Prizewinner Prize.** The Giveaway prize for Prizewinner will be selected by Sponsor and consist of one (1) Interactive, Music or Film registration badge of their choice to SXSW 2019, and one (1) Interactive, Music, or Film badge of their choice for a friend or family member. The total approximate retail value of the Prize is U.S. Two Thousand Six Hundred and Fifty Dollars. (\$2,650.00). Sponsor will provide the Prizewinner with coupon codes for the Prizewinner and the recipient of their choice to redeem the Intertactive, Music, or Film registration badges. No cash substitution will be made. Unless set forth herein, the Prizewinner is solely responsible for any additional fees, travel and housing arrangements, or other costs associated with attending SXSW 2019 and is non-transferrable to the 2020 SXSW festival season. SXSW will not replace any lost, stolen, or mutilated Prize. The Prizewinner agrees to execute any further contracts or releases provided by Sponsor in order to receive the Prize ("Documents"). An Entrant is not the Prizewinner until Sponsor has, in its discretion, verified Entrant's eligibility. Sponsor reserves the right to substitute the Prize with a prize of equal or greater value if the offered Prize is no longer available. 9. Notification. The Sponsor will contact the Prizewinner via email to notify each that he/she is a Prizewinner and may announce each on Sponsor's social media platforms in Sponsor's sole discretion following Sponsor's confirmation of Entrant's eligibility. For Prizewinner information, please email davidcarrprize@sxsw.com. Prizewinner must execute and return to Sponsor any Documents required by Sponsor within forty-eight (48) hours following the date the

Prizewinner is selected in order for Prizewinner to actually receive the Prize. Prizewinner's refusal or failure to execute any Documents requested by Sponsor will result in disqualification and an alternate Entry and Prizewinner will be selected in Sponsor's sole discretion.

**10. Publicity Grant & Privacy Statement.** Entrant gives SXSW permission to use Entrant's name, state, country, region of residence, the Essay, a photo of the author, and any other information or content provided by Entrant to SXSW for promotional purposes and/or to announce the Prizewinner in online, email, print, or any other media, without payment or compensation to Entrant, except where prohibited by law, and to comply with legal requirements. To review Sponsor's privacy policy, go to <https://www.sxsw.com/privacy-policy/>. To review Sponsor's Terms of Use, go to <https://www.sxsw.com/terms-of-use/>. By entering this Giveaway, Entrant hereby agrees to Sponsor's collection and usage of Entrant's Personal Information and acknowledges that Entrant read and accepts Sponsor's privacy policy and terms of use.

**11. Taxes & Expenses.** Federal, state and local taxes are the responsibilities of the winner. All expenses not specifically part of the prize, including but not limited to additional transportation, food and entertainment during SXSW 2019 are the responsibility of the winner. The Prizewinner must agree to the <https://www.sxsw.com/attend/registration-terms-conditions/when they register for SXSW 2019>.

**12. Ownership and License.** All Giveaway Entries, including but not limited to the Essay and any photo of Entrant's, videos, etc. submitted by Entrant ("Submission") may be used by Sponsor as set forth herein. Entrant grants to Sponsor an irrevocable and perpetual license, without further compensation or attribution to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt or display Submission for any purpose, in all media now known or hereafter devised throughout the universe for the duration of the copyright in the Submission. Entrant agrees to not publish the Essay anywhere until after SXSW publishes the Essay or notifies Entrant that his/her Essay was not selected. Entrant is not authorized to use Sponsor's trademark or copyrights in any manner.

**13. Disclaimers & Limitations on Liability.** Entrant agrees that Sponsor shall not be liable for losses or injuries or damages of any kind sustained in connection with Entrant's Entry into the Giveaway, the Essay, acceptance, possession, and/or use of a Prize or participation in the Giveaway, including but not limited to any claims of copyright infringement related to the Essay. Sponsor is not responsible for late, lost, damaged, or misdirected entries, or any technical malfunctions of the transmission line, computer online system, computer equipment, hardware, software, or any combination thereof, or any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules. Entrant also agrees that Sponsor is not responsible or liable for any injury or damage to Entrant's or third person's computer related to or resulting from the Giveaway and its prizes. Sponsor is not liable for damage to Entrant's computer system in any way due to Entrant's participation in the Giveaway or downloading any information in connection with the Giveaway, including without limitation any server failure, lost, delayed or corrupted data or other malfunction. Sponsor reserves the right to modify or cancel the Giveaway in the event that it becomes technically corrupted.

**14. Governing Law.** This Giveaway will be governed by the laws of the State of Texas, and the exclusive jurisdiction and venue will be the state and federal courts in Austin, TX for any disputes arising out of this Giveaway.

**15. Mailing List.** By entering the Giveaway, you consent to being placed on a mailing list for promotional and other materials from Sponsor. You may update or change your email preferences and notifications here: <http://sxsw.com/newsletters/update>

This Giveaway is run by SXSW, LLC, P.O. Box 685289, Austin, TX 78768. SXSW, LLC is solely responsible for running the Giveaway and awarding the Prize. SXSW reserves the right to modify these Official Rules at its discretion at any time.