

Birds Up! Buds Up! Fan Wall

Welcome to the Birds Up! Buds Up! Fan Wall Sweepstakes (the “**Sweepstakes**”), sponsored by UTSA (“**Sponsor**”). **PLEASE READ THESE SWEEPSTAKES RULES CAREFULLY BEFORE ENTERING INTO THE SWEEPSTAKES.**

THERE IS NO PURCHASE OR PAYMENT NECESSARY IN ORDER TO ENTER OR WIN THE SWEEPSTAKES. ANY PURCHASE OR PAYMENT OF ANY KIND THAT YOU MAKE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

This Sweepstakes is powered by Wit Labs, Inc. (“**Wit**”) on behalf of Sponsor, and is accessible via the Wit website at witcontests.com, through a mobile device or computer (collectively, the “**Platform**”). For the avoidance of doubt, Wit provides the Platform for the Sweepstakes, but is not the sponsor for the Sweepstakes.

As a legal requirement for participating in this Sweepstakes as an entrant (“**Entrant**”), you (“**You**” or “**Participant**”) hereby agree to be bound by these Sweepstakes Rules (the “**Rules**”) which form a legal contract by and between You and Sponsor. **If You do not agree and consent to these Rules, please do not enter the Sweepstakes or use the Platform.** To participate in the Sweepstakes, You must agree to the Wit [Terms of Use](#). **By creating and using a Wit account, You are further required to read and agree to the Wit [Terms of Use](#).**

1. SWEEPSTAKES.

- 1.1 Sweepstakes Description. If an Entrant, Participant agrees to prepare and submit certain photo, video, information, documents, audio, or other materials (“**Content**”) for evaluation in accordance with the Rules as described herein. After submission, Entrant may or may not be deemed a winner, subject to eligibility and compliance with these Rules. Prizes will be awarded for this Sweepstakes, and will be publicly displayed on the Sweepstakes Landing Page.
- 1.2 Sweepstakes Period. **Sweepstakes Start Date:** 8/15/23 **Sweepstakes End Date:** 11/24/23 The Sweepstakes will begin on the above Start Date, and will last through the above End Date (“**Sweepstakes Period**”).
- 1.3 Rules. By participating in the Sweepstakes, Entrant unconditionally accepts and agrees to comply with and abide by these Rules, waives any right to claim ambiguity in the Rules or Sweepstakes related advertising/materials and agrees that the decisions of Sponsor with respect to the Sweepstakes and any prize awards shall be final and binding in all respects.
- 1.4 Sweepstakes Administration. Wit, on behalf of Sponsor, performs the collection, submission or processing of Entrant entry forms for the Sweepstakes (“**Entries**”) as well as the overall administration of the Sweepstakes. Entrant may contact Wit with any questions, comments or problems related to administration of the Sweepstakes. Wit may be reached by email at team@witcontests.com during the Sweepstakes Period.

2. ELIGIBILITY.

- 2.1 Non-eligible Entities. Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies; and each of their respective officers, directors, employees, consultants and contractors (the “**Sponsor Entities**”), are ineligible to enter or vote on the Sweepstakes or win any related prize.

"Household Members" means those people who share the same residence as any Sponsor Entity for at least three (3) months during a given year. **"Immediate Family Members"** means parents, step-parents, legal guardians, children, step-children, siblings, step-siblings or spouses of any Sponsor Entity. Household Members and Immediate Family Members of any Sponsor Entities are also not eligible to enter or win the Sweepstakes.

- 2.2** Minor Participants. This Sweepstakes is subject to, and we comply with, all applicable laws relating to the collection of information from minors including the GDPR, CCPA, USA Children's Online Privacy Protection Act ("**COPPA**") and associated Federal Trade Commission ("**FTC**") rules. Persons under the age of 18 are not eligible to participate in this Sweepstakes without consent of a parent or guardian, and persons under the age of 13 are not eligible to participate in this Sweepstakes under any circumstances. We will immediately reject and delete any Entry received from a person under the age of 18 without consent of a parent or guardian. Participants are required to provide truthful information, and we will reject and delete any Entry that we discover to be false or fraudulent.

3. PRIZES.

- 3.1** Grand Prize: A predetermined number of unique Contestant winners (typically 5-10) will receive predetermined prizes or promotional offers, based on the Sponsor payout structure for the Contest.
- 3.2** Prizes cannot be transferred, redeemed for cash or substituted by an Entrant. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater estimated value if a prize described in these Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated value of the prize represents Sponsor's good faith determination. That determination is final and binding, and cannot be appealed. If the actual value of the prize turns out to be less than the estimated value, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Sponsor will not replace any lost or stolen prize items.

4. HOW TO ENTER. Entrants may enter the Sweepstakes during the Sweepstakes Period online by visiting the Wit website and doing the following:

- 4.1** Upload your photo or video Content and successfully transmitting a completed online entry form as directed after visiting the Wit website at <https://web.witcontests.com/utsa/artwall/birds-up-buds-up-230815> specified "**Sweepstakes Landing Page**") and wait for it to be approved. Your Content must be on topic for the Sweepstakes, and Sponsor has full discretion in determining whether or not that holds true for your Content. Upon approval by Sponsor, you will be entered into the Sweepstakes.
- 4.2** Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. All entries must include a valid email address for the Entrant.
- 4.3** ONLY ORIGINAL CONTENT IS ELIGIBLE TO WIN THE SWEEPSTAKES. Each Entrant must be the original creator of his/her submitted Content, and Sponsor reserves the right to validate that originality.
- 4.4** Entrant winners will be announced after successfully submitting the online entry form, and

before the end of the Sweepstakes Period.

5. No Automated Entries. All automated or robotic Entries submitted by individuals or organizations will be disqualified. All Entries by Entrants must be made manually by such Entrants. Any attempt by an Entrant to submit multiple Entries by using multiple/different email addresses, phone numbers, identities, registrations, logins or any other methods will void such Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to the eligibility verification of these Rules. All Entries must be submitted by the end of the Sweepstakes Period in order to participate. Wit's database clock will be the official timekeeper for this Sweepstakes.
6. Winner Notification. The Sweepstakes winner(s) will be notified by e-mail at the end of the Sweepstakes Period. Sponsor and/or Wit are not responsible for any delay or failure to receive notification for any reason, including inactive account(s), technical difficulties associated therewith, or an Entrant's failure to adequately monitor the Wit app or website. Any winner notification not responded to by the Entrant, or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor.
7. Intellectual Property Ownership. Participant hereby acknowledges and agrees that all Content submitted by Participant hereunder shall be deemed a 'work made for hire', as defined in the United States Copyright Act. Participant agrees that Sponsor shall be the exclusive owner of such Content and all rights therein. Sponsor's ownership includes without limitation the rights to: i) exhibit, broadcast, use, reproduce, distribute, perform and license others to use all or any part of the Content; ii) edit or modify the Content in any manner, or combine same with any other materials; and iii) use and license third parties to use the Content and/or any portion thereof in any manner of exploitation.
8. Privacy. Personally identifiable information that is submitted by Entrant as part of this Sweepstakes will be used to administer the Sweepstakes, select and announce the winner. Participant hereby waives any claims that Participant may have or acquire against the Sponsor for libel, slander, invasion of privacy, copyright or trademark violation, moral rights, right of publicity, rights of privacy, or false light arising out of or in connection with the Sponsor's or anyone else's use of the Content. Participant agrees that this waiver of privacy rights and constitutes a valid consent to uses of any Personally Identifiable Information ("PII") as may be required under applicable data protection laws. Any PII that you provide in participating in the Sweepstakes is subject to the privacy policies of the Sponsor and Wit. Please review the Sponsor privacy policy at <https://www.utsa.edu/policies/privacy.html> and the Wit privacy policy at [Wit Privacy Policy](#). By entering the Sweepstakes, you grant Sponsor and Wit permission to share your email address and any other personally identifiable information with the other Sweepstakes partners for the purpose of administration and prize fulfillment, including use in a publicly available winners list. Participant hereby grants to Sponsor the non-exclusive, worldwide, perpetual, assignable, sublicensable and irrevocable right to include Participant's name, title, image, likeness, movements, voice, conversations, sounds and performances in connection with any use or publication of the Content by Sponsor.
9. Warranties. Entrant represents and warrants to Sponsor that Entrant has all the

eligibility, rights and authority as required to enter into the Sweepstakes, and to grant the rights granted herein; ii) the Content does not infringe the rights of any third-party person or entity; and iii) no consent of any third-party person or entity is required for submission or release of the Content.

10. **Indemnification.** Participant (the “Indemnifying Party”) shall indemnify Sponsor, Wit and their affiliates, owners, officers, directors, shareholders, agents and employees (the “Indemnified Party”) from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses (“Losses”), incurred by the Indemnified Party as a result of any claim, suit, proceeding or cause of action asserted against the Indemnified Party by a third party (“Claim”) and shall defend the Indemnified Party against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Indemnified Party's use of the Content submitted by such Indemnifying Party; or ii) any material breach of these Rules by the Indemnifying Party.
11. **Limitation Of Liability.** **IN NO EVENT SHALL SPONSOR OR WIT BE LIABLE TO ENTRANT FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SPONSOR OR WIT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor and Wit further assume no responsibility or liability for:**
 - 11.1 any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions;
 - 11.2 any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes;
 - 11.3 any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes;
 - 11.4 inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof;
 - 11.5 suspended or discontinued Internet, wireless or landline phone service; or
 - 11.6 any injury or damage to Entrant's or any other person's computer or mobile device while participating in the Sweepstakes or downloading of any materials in the Sweepstakes.
12. **DISCLAIMER.** If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total estimated value as set forth in these Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Wit shall not have any liability to any Entrant

in connection with a canceled Sweepstakes.

13. These Rules shall be governed by the laws of the State of Texas and the parties agree to personal jurisdiction and convenient forum therein. If any provision of these Rules is deemed unenforceable, such provision shall be severable and deemed null and void, and the remainder of the Rules shall remain in full force and effect. The failure of either party to insist upon the performance of any provision herein will not be construed as a waiver of such provision.
14. **CONTACT. Sponsor:** robert.stockhausen@playfly.com **Wit:** team@witcontests.com