



Submission Terms

By participating in the E SOURCE Print Ad Awards (as defined below) or otherwise submitting any print advertisements, ad copy, photographs, artwork, or other materials ("Content") through its Web site located at www.esource.com (the "Site"), you agree to be bound by the terms and conditions of this Agreement as follows. To participate, you must be a representative of an electric or gas utility located in the United States (the "United States" or "U.S."), the District of Columbia, or Canada. Advertising agencies or related organizations may submit on behalf of a client utility.

- 1. License.** You grant to E SOURCE nonexclusive license ("License") to reproduce, display, and distribute the Content, accompanied by a credit line naming your company, for research, reference, and ranking purposes in any manner, form, media, or technology now known or later developed. You further grant E SOURCE the right to use information about your company that was provided on your entry form in connection with the Content. Such use will include, without limitation, use in the exhibition, display, or promotion of the Content and the Site. E SOURCE will have no obligation to publish, use, or retain any Content you submit or to return any such Content to you, and E SOURCE may remove any Content from the Site at any time under its sole discretion for any reason.
- 2. Copyright.** E SOURCE DOES NOT CLAIM OWNERSHIP OF THE CONTENT YOU SUBMIT TO THE SITE. YOU RETAIN ALL OWNERSHIP OF AND COPYRIGHT IN THE CONTENT, SUBJECT TO THE LICENSE YOU ARE GRANTING HEREUNDER.
- 3. Eligibility.** This Competition is open to any electric and gas utility located in the United States (the "United States" or "U.S."), the District of Columbia, or Canada. Advertising agencies or related organizations may submit on behalf of a client utility operating in the stipulated areas. Print ads that were created, produced, and published anytime from January 1, 2008, through June 30, 2009, are eligible for consideration.
- 4. Judging.** A team of independent judges selected by E SOURCE will select up to 10 print ad finalists based on ad effectiveness, ad objectives, message, visual design, and innovation. The winners will be posted on the E SOURCE web site. The decision of the judges is final.
- 5. Contest Deadlines.** The print ad contest begins on June 15, 2009, and ends at midnight on August 7, 2009. No late entries will be accepted.
- 6. Consumer Discloser: NO PURCHASE IS NECESSARY.** The Content created by the finalists will be posted on the E SOURCE web site. A list of winners can be obtained by contacting E SOURCE after November 1, 2009. To enter the E SOURCE Print Ad Awards Contest, download the entry form and e-mail it along with your ad to adcontest@esource.com.
- 7. Obscene, pornographic, violent, libelous, disparaging, or otherwise offensive material will be disqualified.** The enforcement and interpretation of this rule will be at the discretion of the judges.



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2009 E SOURCE

Submit your best energy-efficiency ads today!

PRINT AD awards

8. **There is no limit to the number of entries one company may submit, but each entry must have a separate entry form.**
9. **Awards.** Winners will be notified by phone and/or e-mail. All awards will be issued in the name of the utility.
10. **E SOURCE reserves the right to alter the contest at any time.** E SOURCE reserves the right to not complete the contest if the number of entrants is too small or if the quality of print ad entries is inadequate.
11. **You hold E SOURCE harmless from any claims of any nature arising in connection with your entry.** E SOURCE is not responsible for lost, late, or unintelligible entries; lost connections; miscommunications; failed transmissions; or other technical difficulties or failures. By submitting the Content, you hereby release E SOURCE from any liability whatsoever, and waive the right to make any claims against E SOURCE arising out of or relating to the Content, including, but not limited to, claims of infringement, unfair competition, breach of implied contract, breach of confidentiality, and violation of the right of privacy or rights of publicity.
12. **A copy of the rules and the application form** can be obtained by writing E SOURCE at 2009 E Source Print Ad Awards Contest, E SOURCE, 1957 North 57th Court, Boulder, CO 80301.
13. **Representations and Warranties.** You represent and warrant that (a) you are eligible to enter the Contest on behalf of your company; (b) the Content is original to you and that you are the owner of all rights, title, and interest in and to the Content and have the right to grant the rights stipulated herein or, alternatively, you have obtained all necessary rights and permissions to use and submit the Content in connection with the Contest and to provide all the rights specified in this Agreement; (c) the Content and the use thereof as contemplated herein does not and will not violate or infringe upon any law or regulation or the rights of any third party, including, without limitation, any intellectual property rights, rights of privacy, and rights of publicity; (d) all statements that you assert as fact are true and accurate; and (f) all Content shall fully comply with these Submission Terms. You acknowledge that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the license contained in this Agreement.



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