

## **LEGAL DOCUMENTATION REQUIRED FOR PARTICIPATION IN THE MASQ JUNIOR DIGITAL SPEECH COMPETITION**

### **CONTEST PARTICIPATION TERMS AND CONDITIONS**

CAREFULLY REVIEW THE TERMS AND CONDITIONS, AND DIGITALLY SIGN AND SUBMIT THIS AGREEMENT. TO ENTER THE CONTEST, WE MUST RECEIVE FROM EACH PARTICIPANT A FULLY EXECUTED AGREEMENT ALONG WITH THE APPLICABLE ENTRY FEE.

These Contest Participation Terms and Conditions (this “Agreement”) constitute a binding agreement between the participating student (the “Participant”) and the Participant’s parent(s) or legal guardian(s) (whether one or more, “Parent”), and The Perfect Performance, LLC, a Pennsylvania limited liability company, its officers, directors, employees, agents, affiliates, owners, members, managers, successors, and assigns (“Perfect Performance”). As lawful consideration for being permitted by Perfect Performance to participate in its online contest (the “Contest”), Participant agrees to all the terms and conditions set forth herein.

1. Eligibility. The Contest is open to legal residents of the United States and the District of Columbia, who are less than 18 years of age, currently enrolled in public or private school, and with the Parent’s consent. Void in Puerto Rico and where prohibited or restricted by law.
2. Contest Entry. A Participant may enter the Contest by submitting the signed Agreement and Parent Acknowledgement and paying the entry fee of \$40 for each category in which the Participant wants to compete. Full payment of the fees for the Contest are due prior to entry. All fees are non-refundable unless state association rules regarding digital participation prevent a student from competing.
3. Contest Content. A variety of scripts, play productions, curriculum, ideas, information, and other material may be presented during the Contest. Participant agrees and acknowledges that the content presented in the Contest does not necessarily reflect the views of Perfect Performance, the school and school districts with which we work, or any other party involved with the Contest.
4. Acknowledgment. Participant and Parent understand and agree that:
  - (a) Entry into the Contest requires Participant to produce and submit a recording of Participant’s performance (the “Contest Entry”).
  - (b) Each Contest Entry must be uploaded to the internet via YouTube or other file sharing site(s) as directed by Perfect Performance.
  - (c) Contest Entries may be broadcast and published to the public.
5. The Contest.
  - (a) The Contest entry period for each category will take place during the 2021-2022 school year.

- (b) Each recorded performance that a Participant wishes to be considered for a Contest category must be uploaded to the internet via YouTube or other other file sharing site(s) as directed by Perfect Performance.
- (c) Performances will be judged on the following:
  - (i) Vocal technique, including diction, clarity, and volume
  - (ii) Physical expression, including gestures, body language, and emotion
  - (iii) Stage presence, including confidence and connection to material
  - (iv) Understanding of text, including interpretation, memorization, emphasis
  - (v) Overall effectiveness, including performance technique and level of difficulty
- (d) There will be three rounds: a preliminary round, elimination rounds as deemed necessary, and a final round. During each round, Judges will assign to each Contest Entry a numerical value of 1 through 7, with 1 being the lowest score and 7 being the highest score.
- (e) In each round, the Participant in each category with the lowest overall rank, including the previous round ranks, will advance to the next round.
- (f) The Participant in the final round of each category who receives the lowest cumulative average score from the judges from all rounds of such category, will be awarded a medal and Masq Jr. mask.
- (H) All Contest Entries are subject to all of the provisions of this Agreement, including but not limited to the Contest Entry Expectations set forth in Section 6 below and the the category rules set forth in Section 8 below. The Perfect Performance reserves the right, in its sole and absolute discretion, to disqualify any Contest Entries that do not comply with this Agreement.

#### 6. Contest Entry Expectations.

- (a) Contest Entries must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous.
- (b) Contest Entries must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.
- (c) Contest Entries must be school-appropriate.
- (d) Contest Entries must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where entry is created.
- (e) Participants will abide by all instructions and standards.
- (f) Participants will abide by all other rules and policies of Perfect Performance.
- (g) Participant will obtain any required licenses to perform the Contest Entry.

7. Disqualification. Perfect Performance reserves the right to disqualify any Participant or Parent without notice if deemed necessary in the sole determination of Perfect Performance.

#### 8. Category Rules.

##### (a) DDRAMATIC INTERP & HUMOROUS INTERP

- (i) SELECTION -- Selections used in Dramatic or Humorous Interpretation shall be cuttings from a single source from a published printed novel, short story, play, poem or screenplay.

One-character selections, or monologues, may be used. No contestant may use the same literary work that s/he used in previous competitive years. No contestant may enter the same selection in two qualifying events. The material may be humorous or dramatic, or combine both tones depending on the selected work. Contestants may not combine two or more pieces of literature. A piece of literature shall be defined as one piece of writing which was written with the intent to be published as one work. Each of the two performers may play one or more characters so long as performance responsibility in the cutting remains as balanced as possible. If the selection is prose or poetry and contains narration, either or both of the performers may present the narration. Introductory and/or transitional material may be presented by either or both contestants.

(ii) PUBLICATION -- All contestants must use published materials. "Published" as used in these rules means materials commercially printed, published, readily available, and nationally distributed. Only the original printed source or a photocopy of the original printed source shall be considered adequate proof of publication. Unpublished material used for introductions and transitions of interpretations shall be the original work of either or both of the contestants. Transitions and other added material must not change the author's intent.

(iii) MANUSCRIPT – An original copy (or proof of publication) of the selection must be submitted at registration. The portion(s) of the author's work being used in the interpretation must be highlighted. All introductory, transitional and updating material shall be clearly indicated as such on the manuscript. Transitions and other added material must not exceed 150 words and must not change the author's intent. Contestants must adhere to the material as submitted when performing during rounds.

(iv) TIME -- Interpretations shall be no more than ten (10) minutes in performance including introductory and transitional materials. There is no minimum time limit. Speakers exceeding this time limit by more than 30 seconds shall not be ranked first. For each final round, a tournament official, or designee shall serve as the official timer, and will have the discretion of waiving time violations for contestants exceeding the time limit due to audience reactions. This may be extended to the semi-final round at the discretion of the tournament director or designee.

(v) PERFORMANCE -- The interpretation must be delivered from memory; no notes, prompting or scripts shall be permitted. No costumes or props shall be permitted.

(b) INFORMATIVE SPEAKING

(i) TOPIC — An informative speech is an original memorized speech designed to explain, define, describe, or illustrate an object, idea, concept or process. The general purpose of the speech is for the audience to gain understanding and/or knowledge of a topic that the student believes important for the audience. Informative speaking avoids predominantly persuasive subjects and techniques. All speeches must have been prepared during the current competitive year.

(ii) TIME — Speeches shall be no longer than ten minutes; there is no minimum time. Speakers exceeding this time limit by more than 30 seconds shall not be ranked first. Judges should use discretion if the speaker is forced to exceed this time limit due to audience reaction. Expedient set up and take-down (less than two minutes each) is expected.

(iii) QUOTATIONS— No more than 150 words of the speech may be direct quotations from another speech or writing. Extensive paraphrasing from other sources is prohibited.

(iv) MANUSCRIPT- The script must identify the quoted materials, state the number of quoted words, include a work-cited page in APA or MLA format, and both the speaker and the coach must attest by signature that the speech is the original work of the contestant. If a visual aid displays published pictorial material, the source must be included on the work-cited page, but does not need to be cited orally.

(v) VISUAL AIDS- The use of visual aids is optional. It is important to note that a visual aid is an integral part of the speech content and not an unnecessary gimmick. Visual aids may be two-dimensional and/or three-dimensional, but may not violate local, state or federal laws and/or school policies. The use of animals or any additional people as visual aids is not allowed during the speech. The host school is not responsible for providing any facilities, equipment, or assistance in a contestant's use of visual aids. Electronic equipment such as projectors, cell phones, radios, iPads, computers are allowed, but all equipment and any risks associated with using these devices is the speaker's responsibility. Contestants may not distribute items to the judges or audience before, during, or after the round.

(vi) VIOLATION – A violation of any of the rules stated above may result in disqualification.

(c) ORIGINAL ORATORY

(i) TOPIC -- All speeches entered must be the original work of the contestant. Any appropriate subject may be used, but the orator must be truthful. Any non-factual reference, including a personal one, must be so identified. All speeches must have been prepared during the current competitive year. Speeches that have been used in tournaments or service club contests in previous years shall be disqualified; this rule applies to a new speech by a speaker based on the same subject used in a previous year or to any subject used for any original speech by the same contestant during the same or previous years.

(ii) TIME -- Speeches shall be no longer than ten minutes; there is no minimum time. Speakers exceeding this time limit by more than 30 seconds shall not be ranked first. Judges should use discretion if the speaker is forced to exceed this time limit due to audience reaction.

(iii) QUOTATIONS -- No more than 150 words of the speech may be direct quotations from another speech or writing. Extensive paraphrasing from other sources is prohibited.

(iv) MANUSCRIPT -- A double-spaced, typewritten copy of the speech with all quotations underlined must be submitted upon registration. The manuscript must follow the MLA or APA style guidelines for internal citations and must include a "works-cited" page.

(v) AIDS -- No notes, visual or audio aids, or manuscripts shall be permitted in the contest rounds. Speeches must be delivered from memory.

(d) PROSE

(i) SELECTION -- No contestant may use exactly the same literary work(s) that s/he used in previous competitive years. No contestant may enter the same selection in two qualifying events. Prose expresses thought through language recorded in sentences and paragraphs:

fiction (short stories, novels) and non-fiction (articles, essays, journals, biographies). No plays or other dramatic materials, such as a movie script, may be used.

(ii) PUBLICATION -- All contestants must use published materials. "Published" as used in these rules means materials commercially printed, published, readily available, and nationally distributed. Only the original printed source or a photocopy of the original printed source shall be considered adequate proof of publication. Unpublished material used for introductions and transitions of interpretations shall be the original work of either or both of the contestants. Transitions and other added material must not change the author's intent.

(iii) MANUSCRIPT -- An original copy of the selection (or proof of publication) must be submitted at registration. The portion(s) of the author's work being used in the interpretation must be highlighted. All introductory, transitional and updating material shall be clearly indicated as such. Transitions and other added material must not exceed 150 words and must not change the author's intent. Contestants must adhere to the material as submitted when performing during all contest rounds.

(iv) TIME: Interpretations shall be no more than ten (10) minutes in performance including introductory and transitional materials. There is no minimum time limit. Exceeding this time limit by more than 30 seconds shall be penalized by a lowering of one rank. For each final round, a tournament official, or designee shall serve as the official timer, and will have the discretion of waiving time violations for contestants exceeding the time limit due to audience reactions. This may be extended to the semi-final round at the discretion of the tournament director or designee

(v) PERFORMANCE -- The selections must be interpreted from a manuscript in the hand or hands of the contestant. The contestant may interpret the selection by referencing the manuscript or may give the selection solely by memory without reference to the manuscript, but in either event must hold the manuscript in his/her own hand or hands at all times. No costumes or props, with the exception of the intact manuscript, shall be permitted in prose interpretation.

(e) POETRY

(i) SELECTION -- No contestant may use exactly the same themes and/or literary work(s) that s/he used in previous competitive years. No contestant may enter the same selection in two qualifying events. Poetry is writing which expresses ideas, experience, or emotion through the creative arrangement of words according to their sound, their rhythm, their meaning. Poetry may rely on verse and stanza form. Plays or fiction written in verse would be acceptable material in this event. A student may use one long poem or a combination of two or more poems unified by author or theme.

(ii) PUBLICATION -- All contestants must use published materials. "Published" as used in these rules means materials commercially printed, published, readily available, and nationally distributed. Only the original printed source or a photocopy of the original printed source shall be considered adequate proof of publication. Unpublished material used for introductions and transitions of interpretations shall be the original work of the contestant.

(iii) MANUSCRIPT -- An original copy of the selection(s) (or proof of publication) must be submitted at registration. The portion(s) of the author's work being used in the interpretation

must be highlighted. All introductory, transitional and updating material shall be clearly indicated as such. Transitions and other added material must not exceed 150 words and must not change the author's intent. Contestants must adhere to the material as submitted when performing during all contest rounds.

(iv) TIME: Interpretations shall be no more than ten (10) minutes in performance including introductory and transitional materials. There is no minimum time limit. Speakers exceeding this time limit by more than 30 seconds shall not be ranked first. For each final round, a tournament official, or designee shall serve as the official timer, and will have the discretion of waiving time violations for contestants exceeding the time limit due to audience reactions. This may be extended to the semi-final round at the discretion of the tournament director or designee

(v) PERFORMANCE -- The selections must be interpreted from a manuscript in the hand or hands of the contestant. The contestant may interpret the selection by referencing the manuscript or may give the selection solely by memory without reference to the manuscript, but in either event must hold the manuscript in his/her own hand or hands at all times. No costumes or props, with the exception of the intact manuscript, shall be permitted in poetry interpretation.

#### (f) STORYTELLING

(i) SELECTION -- No contestant may use exactly the same literary work(s) that s/he used in previous competitive years. No contestant may enter the same selection in two qualifying events. A single published, printed story, anecdote, tale, myth, or legend must be retold without notes from memory. An introduction must be included.

(ii) PUBLICATION -- All contestants must use published materials. "Published" as used in these rules means materials commercially printed, published, readily available, and nationally distributed. Only the original printed source or a photocopy of the original printed source shall be considered adequate proof of publication. Unpublished material used for introductions and transitions of interpretations shall be the original work of the contestant.

(iii) MANUSCRIPT -- In the event of a protest regarding publication, coaches may be asked to submit a manuscript of the cutting, along with proof of publication. All introductory, transitional and updating of material shall be clearly indicated as such on the manuscript. Transitions and other added material must not exceed 150 words and must not change the author's intent. Contestants must adhere to the material as submitted when performing during rounds.

(iv) TIME -- Interpretations shall be no more than five (5) minutes in performance including introductory and transitional materials. There is no minimum time limit. Speakers exceeding this time limit by more than 30 seconds shall not be ranked first.

(v) PERFORMANCE -- The interpretation must be delivered from memory; no notes, prompting or scripts shall be permitted. No costumes or props shall be permitted. Gestures, pantomime and characterization may be used in order to enhance the story. A chair, stool or cube may be used during the performance.

#### (g) DECLAMATION

- (i) SELECTION -- No contestant may use exactly the same literary work(s) that s/he used in previous competitive years. No contestant may enter the same selection in two qualifying events. The student must present their rendition of a speech that has previously been delivered in public. An introduction must be included.
- (ii) PUBLICATION -- All contestants must use published materials. "Published" as used in these rules means materials commercially printed, published, readily available, and nationally distributed. Speeches from a publicly available website will also be permissible.
- (iii) MANUSCRIPT -- In the event of a protest regarding publication, coaches may be asked to submit a manuscript of the cutting, along with proof of publication. All introductory remarks shall be clearly indicated as such on the manuscript. Contestants must adhere to the material as submitted when performing during rounds.
- (iv) TIME -- Interpretations shall be no more than ten (10) minutes in performance including introductory and transitional materials. There is no minimum time limit. Speakers exceeding this time limit by more than 30 seconds shall not be ranked first.
- (v) PERFORMANCE -- The interpretation must be delivered from memory; no notes, prompting or scripts shall be permitted. No costumes or props shall be permitted. The speaker should present an introduction that states the title, author, and date of the speech they are reciting.

#### (h) DUO INTERPRETATION

##### Rules:

- (i) SELECTION -- Selections used in Duo Interpretation shall be cuttings from a single source from a published printed novel, short story, play, poem or screenplay. No contestant may use the same literary work that s/he used in previous competitive years. No contestant may enter the same selection in two qualifying events. The material may be humorous or dramatic, or combine both tones depending on the selected work. Contestants may not combine two or more pieces of literature. A piece of literature shall be defined as one piece of writing which was written with the intent to be published as one work. Each of the two performers may play one or more characters so long as performance responsibility in the cutting remains as balanced as possible. Introductory and/or transitional material may be presented by either or both contestants.
- (ii) PUBLICATION -- All contestants must use published materials. "Published" as defined by these rules mean materials for which the coach is able to provide proof of publication using either of the following methods: — Originating in print form (book, photocopy of the book, or a manuscript) — Originating in digital form (a printed copy of an online transcript) Unpublished material used for introductions and transitions shall be the original work of the contestant. Transitions and other added material must not change the author's intent.

(iii) TIME -- Interpretations shall be no more than ten (10) minutes in performance including introductory and transitional materials. There is no minimum time limit. Speakers exceeding this time limit by more than 30 seconds shall not be ranked first

(iv) PERFORMANCE -- The interpretation is most commonly delivered from memory; however, the contestant may also perform from a manuscript. No costumes or props shall be permitted.

(v) GUIDELINES FOR RECORDING DUO PERFORMANCES:

Competitors will record performances using available technology, in one of the following two methods: 1-with each of the performers are in separate rooms, using separate devices, so that they appear in side-by-side windows or 2-with both performers in the same room. The actors may perform with or without masks, as dictated by local directed health measures. It can be recorded repeatedly until competitors are content with the recording. Performances should be routed to coaches who will do a quality check and make sure the videos adhere to the rules and are of the sound, visual, and performance quality deemed sufficient by the coach.

Video editing is not permitted. In the event that video editing is discovered, the competitor will be disqualified. Competitors may not move the camera during the recording. Besides the competitor, no other bodies may be on screen during a recording. Competitors may not use a virtual background. Competitors may choose to wear a headset or cordless earbuds, but they may not be used as a prop.

(vi) Recommendations: Competitors should practice setups for performing to produce the best recording they can. This includes how to set up a section of your home to perform, acquiring an adequately wide lens camera among other technical considerations. Keep in mind that phone cameras/videos/mics are often superior to the default setup on computers. Competitors should use trial and error to find the best recording setup for visuals and sound. Please view this video for helpful hints regarding the recording process:

<https://www.youtube.com/watch?v=Bk9Yhz6cpnY&feature=youtu.be>

(i) TV COMMERCIAL

a. PROMPTS -- Contestants will be provided a list of potential topics. They must select one of these items upon which to base the commercial.

b. TIME -- There is no minimum time limit. The performance should not exceed two minutes. Speakers exceeding this time limit by more than 30 seconds shall not be ranked first

c. VISUAL AIDS --The student is allowed to use the object serving as the prompt during the performance, however no other props or costumes are allowed.

d. PERFORMANCE -- The performance should be delivered from memory. The competitor may use the entire performance space.

9. Waiver and Release.

(a) To the fullest extent permitted by applicable law, Participant and Parent hereby expressly waive and release any and all liabilities, claims, demands, actions, suits, damages, and



expenses, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims"), against Perfect Performance, and its officers, directors, employees, agents, affiliates, owners, members, managers, successors, and assigns, arising out of or attributable to Participant or Parent's participation in the Contest, whether arising out of the negligence of Perfect Performance or otherwise. Participant and Parent covenant not to make or bring any Claim against Perfect Performance, and forever release and discharge Perfect Performance from liability under such Claims.

(b) Participant and Parent shall defend, indemnify, and hold harmless Perfect Performance against any and all losses, damages, liabilities, deficiencies, Claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from this Agreement or any Claim of a third party related to the Activities.

#### 10. Appearance Release and License.

(a) Participant and Parent hereby irrevocably grant and license to Perfect Performance the rights to digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use, and permit others to use, the Contest Entry, including Participant and Parent's name, image, likeness, appearance, and voice as they appear in the Contest Entry, in perpetuity throughout the universe and in any medium or format whatsoever now existing or hereafter created, including but not limited to internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications, on any platform, without further consent from or any royalty, payment, or other compensation to Participant or Parent.

(b) Participant and Parent hereby irrevocably permit, authorize, and license Perfect Performance to identify Participant and/or Parent by name and use Participant and/or Parent's name, likeness, appearance, voice, and all materials created by or on behalf of Perfect Performance that incorporate any of the foregoing ("Materials"), in connection with the Work and advertising and promotion of the Work and advertising, publicity, and promotion of Perfect Performance and its services, in perpetuity throughout the universe and in any medium or format whatsoever now existing or hereafter created, including but not limited to, internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications, on any platform, without further consent from or any royalty, payment, or other compensation to Participant or Parent.

(c) Perfect Performance has no obligation to use the Contest Entry or any Materials, or create, produce, advertise, or promote the Materials, or include the Contest Entry in the work, or to exercise any rights given pursuant to this Section 10. Participant and Parent acknowledge and agree that Participant and Parent have no right to review or approve the Contest Entry after submission, or the Materials, or any derivative work before they are used by Perfect Performance or at any other time, and that Perfect Performance has no liability to Participant or Parent for any editing or alteration of the Contest Entry, derivative work, or the Materials, or for any distortion or other effects resulting from Perfect Performance's editing, alteration, or

use of the Contest Entry, or the Materials, or Perfect Performance's presentation. Any acknowledgment or credit of Participant or Parent in connection with the Contest Entry or the Materials, if any, shall be determined by Perfect Performance in Perfect Performance's sole discretion.

(d) Participant and Parent understand and agree that the releases included in Section 10(b) above include, to the fullest extent permitted by applicable law, irrevocable waivers of all legal and equitable rights relating to all Claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world, arising directly or indirectly from Perfect Performance's exercise of their rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Contest Entry, and/or the Materials, and whether resulting in whole or in part by the negligence of Perfect Performance or any other person. Participant and Parent covenant not to make or bring any such Claim against Perfect Performance, and forever releases and discharges Perfect Performance from liability under such Claims. Participant and Parent understand that Perfect Performance is relying on this Agreement and will incur significant expense in reliance on this Agreement, and Participant and Parent agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part. Participant and Parent waive any right to injunctive and other equitable relief in the event of a dispute with Perfect Performance. Participant and Parent will not have the right to enjoin or interfere with the production, distribution, exploitation, advertising, or promotion of the Contest Entry or the Materials.

11. Internet Limitation on Liability. The Perfect Performance and all other entities involved in the creation, administration, or fulfillment of the Contest, and all of their respective successors, assigns, directors, officers, employees, agents and independent contractors (individually and collectively, "Releasees") are not responsible for technical malfunctions of any kind, including but not limited to interrupted or unavailable network server or other connections; miscommunications; failed, partial, or garbled telephone or computer transmissions; jumbled, scrambled or misdirected Contest Entries or transmissions; phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties; other errors, omissions, interruptions, or deletions of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; or for any damage to any person's computer or wireless device related to participating in the Contest. Additionally, Releasees are not responsible for illegible, unintelligible, late, lost or stolen Contest Entries; incorrect or inaccurate Contest Entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest; or for any technical or human errors which may occur in the processing of any Contest Entries in the Contest. Perfect Performance reserves the right to disqualify any individual found or suspected, in its sole opinion, to be tampering with the operation of the Contest; to be acting in violation of this Agreement; or to be acting with the intent to disrupt the normal operation of the Contest. If, in the judgment of Perfect Performance, the Contest is compromised by viruses, bugs, non-authorized human intervention or other causes that corrupt or inhibit, or may

corrupt or inhibit the administration, security, fairness or intended proper play of the Contest, so that it cannot be conducted as originally planned or intended, Perfect Performance has the right, in its sole discretion, to modify the rules or to cancel, modify, terminate or suspend the Contest (except where prohibited by law); and in such event, to select the winners by such method as Perfect Performance in its sole discretion shall consider equitable.

12. Representations and Warranties. Participant and Parent represent and warrant to Perfect Performance that Participant and Parent have full right, power, and authority to enter into this Agreement and grant the rights hereunder.

13. Governing Law and Attorney Fees. The parties agree that any legal action or proceeding arising out of this Agreement or any agreement or transaction contemplated herein or therein shall be brought in the state or federal courts in Bradford County, Pennsylvania, and each party hereby consents to personal jurisdiction and venue of any such Court and waives any claim of inconvenient forum, lack of venue and lack of jurisdiction in any such Court. Any party to this Agreement bringing suit against the other in respect to any matters stated herein may, if successful in such suit, recover from the non-prevailing party its costs of court and reasonable attorney fees and associated legal expenses in such suit. The provisions of this paragraph shall survive the termination of this Agreement.

14. Execution. This agreement may be executed electronically via e-signature in multiple counterparts, each of which, when taken together, will constitute one instrument.

15. Miscellaneous. Except as specifically set forth herein, this Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Perfect Performance shall have the right to recover its attorneys' fees and court costs in the event of any action, suit, or other legal or administrative proceeding relating to or arising out of this Agreement. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.