

2022 Technology Awareness Day Pop-Up Instagram Contest Official Rules

SPONSOR

Sponsor is BNSF Railway (“Sponsor” or “BNSF”).

TERM

The 2022 BNSF Railway’s Technology Awareness Day Pop-Up Instagram Contest (“Contest”) begins January 21st, 2022 and ends February 4th, 2022.

Completed Video entries must be received by BNSF TAD Contest Committee no later than **February 4th, 2022. Entries received after this date will not be considered.**

Information on how to enter and prizes form part of these official rules (“Official Rules”). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.

WHO MAY ENTER

Eligibility: The contest is open only to students who are in 9th through 12th grades at the time of entry. One contest entry, per category submission, per student. There is no cost to enter the contest.

HOW TO ENTER

Each Entry consists of a comment on the TAD giveaway post on <https://www.instagram.com/bnsfrailway/>

Your entry must comply with the following requirements (the “Entry Requirements”):

- Like the TAD giveaway post
- Comment your favorite piece of technology

Inappropriate use of language and/or images will automatically disqualify an entry.

CONTEST PRIZE

- One (1) Random Grand Prize Winner
 - Prizes typically valued between \$100 - \$250
 - The prize will be mailed to the winner
- The top finalist will be recognized at Technology Awareness Day on **February 11th, 2022. Contestants must attend the Awards Ceremony to be able to receive their prize. If a contestant is not able to attend, they must notify us by February 7th, 2022.**
- No prize transfer or assignment by winner permitted. No cash equivalent will be provided. Sponsor reserves the right to substitute the prize in the event of unavailability.
- Odds of winning depend on the number of eligible entries received

JUDGING CRITERIA AND CONDITIONS

Judges will select a random entry through the following criteria (“Judging Criteria”):

1. Followed entry requirements

Decisions of the Judges are final.

This contest is in no way sponsored, endorsed, or administered by, or associated with Instagram.

Each Entry must be developed with limited guidance from others.

Each Entry must be a single work of original material taken by the Contest entrant.

By entering the Contest, entrant represents, acknowledges and warrants that the submitted Video and Essay are original works created solely by the entrant and that no other party has any right, title, claim or interest in the Video.

Though you retain copyright on each video submitted, the video(s) submitted will not be returned or acknowledged.

Obscene, provocative, inappropriate use of language, or otherwise objectionable content will not be considered, and such determination is solely at the discretion of Sponsor.

The entries will be judged in accordance with the Judging Criteria, as defined below.

All entries must be submitted and received by February 4th, 2022. Proof of submission is not proof of receipt.

LICENSE

Each entrant retains the copyright to his/her Video, but explicitly grants Sponsor, its licensees, affiliates and their designees (collectively, the "Authorized Parties") an irrevocable, non-exclusive license for the duration of copyright to use each Video and Essay for advertising, marketing, and promotional purposes, in any and all media now known or hereafter created, including but not limited to publication in catalogs, brochures, blogs, and websites, at Authorized Parties' discretion, without additional consideration, notification, permission to entrant or any third party.

LIMITATION OF LIABILITY

By participating, participants agree to release, discharge and hold harmless BNSF Railway, Instagram, and its partners, affiliates, subsidiaries, tour operators, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

BNSF Railway assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. BNSF is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED.

Participants also agree (a) to be bound by these Official Rules and (b) that the decisions of the Judges are final on all matters relating to the Contest. In the event that the selected winner(s) of any prize are/is ineligible or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to the next highest qualifier present.

Regulations and conditions may apply.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, Trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of BNSF that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, BNSF reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights to the submitted photographs.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

GOVERNING LAWS

The laws of the State of Texas, without giving effect to its principles of conflicts of law, will govern the parties' performance under this Agreement and any adversarial proceedings arising out of the Agreement. The federal and state courts in the State of Texas are the exclusive venue for all adversarial matters arising out of this Agreement. The parties hereby waive any argument that the federal and state courts in the State of Texas are an inconvenient forum.

QUESTIONS

Direct questions regarding technical requirements to TAD@bnsf.com with "Instagram Contest Question" in the subject line.