

# LEVELUP GOV

A PUBLIC SERVICE  
MARKETING CHALLENGE



TERMS AND  
CONDITIONS

## **LevelUp Gov: A Public Service Marketing Challenge Contest**

### **TERMS AND CONDITIONS**

BY PARTICIPATING IN THE CONTEST, EACH APPLICANT AGREES TO COMPLY WITH AND BE BOUND BY THESE TERMS AND CONDITIONS, SO PLEASE READ THEM CAREFULLY.

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED BY LAW.

**SPONSOR.** The Contest is sponsored by the Volcker Alliance, 39 Broadway, Suite 1930, New York, NY 10006 (“the Sponsor”). The Contest is not endorsed, sponsored, or administered by any governmental agency or department. The Department of Energy and the Department of Transportation are not affiliated with this Contest.

**CONTEST OVERVIEW.** LevelUp Gov is a national contest to collect fresh, bold messages to get the next generation of technology professionals excited about government work (the “Contest”). If you’re a member of Gen Z with a passion for public service and a flair for marketing, social media, or design and are eighteen (18) years of age or older, we are asking you to inspire early-career technologists to pursue career opportunities in federal government by submitting your vision and ideas to our Contest. For a more detailed description of the Contest and its objectives, please review the Contest Entry Information Packet.

By checking the box below and submitting an entry in the Contest, you agree to these Terms and Conditions.

### **ELIGIBILITY.**

1. The Contest is open only to entrants (“Entrant” or “you”) who are members of Generation Z (born on or after Jan. 1, 1997) and who are above the age of eighteen (18) at the time of entry.
2. Entrants must be individuals and legal US residents with a valid email address.
3. Directors, officers and employees of Sponsor and any judges, and, as applicable, their affiliates and subsidiaries and each of their immediate family members and persons living in the same household are not eligible to enter the Contest or win a prize. For purposes of this Contest, “immediate family members” means a spouse, domestic partner, parent, legal guardian, in-law, grandparent, sibling, child or grandchild, and “living in the same household” means an individual who shares the same residence at least three months during a twelve-month period, whether legally related or not.
4. One entry per person — multiple entries are not permitted.
5. Entrants are subject to our website Terms and Conditions of Use and Privacy [Policy](#).

**TIMING/SUBMISSION PERIOD.** The Contest begins at 12:01:00 a.m. Eastern Standard Time (“EST”) Nov. 10, 2022 and ends at 11:59:59 p.m. EST, Jan. 8, 2023 (“Submission Period”). All Submissions must be received before the end of the Submission Period. For purposes of the Contest, “receipt” of a Submission occurs when Sponsor’s servers record the Submission information as being received. Incomplete Submissions or Submissions sent outside the Submission Period will not be considered.

**HOW TO ENTER - ONLINE ENTRY ONLY.** Entrants should complete an entry registration form on the Award Force submission form (the “[Form](#)”).

The online application must include:

1. **Two–four core messaging points** for early-career tech talent and why you think these would appeal to early-career technologists.
2. **Four social media posts**—two on LinkedIn, and two on another social media platform of your choice—that bring these ideas to life. Your social media posts can include graphics, video, photos, and more. Be creative! (together the “Proposal”).

Proposals must be written solely by you and in English.

“Submission” means your Proposal and the Form. The contest is limited to one entry per person. If a person enters multiple times, all of their entries will be disqualified.

All Submissions must comply with these Terms and Conditions. Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion and is not responsible for inaccurate information or lost or late Submissions. In the event of any dispute regarding the identity of a person submitting a Submission, the Submission will be deemed submitted by the authorized email account holder at the time of entry, which is defined for the purposes of these Terms and Conditions as the natural person who is assigned to an email address by an Internet access provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All Submissions become the exclusive property of Sponsor and Sponsor is not obligated to acknowledge or return Submissions.

**The use of automated, programmed, robotic, third-party software or website to enter is prohibited and Entrants engaging in such practices will be disqualified.**

All information in a Submission must be accurate and complete. In the event that an Entrant’s Contact Information changes, it is Entrant’s responsibility to notify Sponsor of such change. No purchase is necessary to enter LevelUp Gov: A Public Service Marketing Challenge.

## **REPRESENTATIONS AND WARRANTIES.**

By making a Submission, you represent and warrant that:

- (i) Except for any Third Party Material (defined below), the Proposal, including all designs, images, graphics, and photographs contained therein, is original and solely your creation;
- (ii) You have not included any material in your Proposal, including any images or photos, that are owned by any third party other than material supplied through third-party digital tools used to create the Proposal (“Third-Party Material”);
- (iii) You have the right to submit the Proposal;
- (iv) Except for any Third-Party Material, you own the copyright in your Submission and have the right to grant all rights and releases granted to Sponsor concerning use of the Submission, including to any Third-Party Material;
- (v) The Submission has not previously (a) been entered into any competition or contest; (b) been published or posted on any social media or elsewhere; or (c) won any prize;
- (vi) The Submission will not infringe upon any intellectual property or other proprietary rights, rights of publicity or privacy or other rights of any third party, including by way of example and not by limitation, any copyright or trademark, and will not defame any person or breach any confidentiality or contractual obligation. Plagiarism in any form will result in disqualification;
- (vii) The Submission does not contain any malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other rights of any person or entity;
- (viii) Sponsor’s and its licensee’s use of your Submission as described in these Terms and Conditions will not require the payment of any fees or royalties to any third party, including to any owner or licensor of Third-Party Material; and
- (ix) Sponsor’s use of the Submission will not violate the right of any person or entity or any applicable law, including any Terms of Use or content license agreements of any digital tool you use to create the Submission.

## **EVALUATION CRITERIA/SELECTION.**

Following conclusion of the Submission Period, all eligible Submissions received will be evaluated by the following criteria (“Evaluation Criteria”):

- (i) creativity and originality of marketing messages;
- (ii) likelihood to spark interest in working in technology in the federal government;
- (iii) relevance to supporting the mission of the Department of Energy Clean Energy Corps and/or the Department of Transportation;
- (iv) clarity of the idea; and
- (v) success leveraging social media trends or platform-specific features.

All criteria will be weighted equally.

A committee of judges chosen by Sponsor consisting of experts in marketing, digital and social media, public sector recruitment, and technology (“Committee”) will review Submissions and select a smaller number of Submissions (depending on the number and quality received) to proceed as finalists (“Finalists”) based on the Evaluation Criteria.

The Finalists’ Submissions will then be subjected to anonymous market testing with the target demographic and will be evaluated according to the Evaluation Criteria. Using this information and the Evaluation Criteria, the Committee will select two winners (“Winners”) and two runners-up (“Runners-Up”). In the case of a tie, the Committee will select winners and runners-up based on the submissions scoring highest on the first two Evaluation Criteria.

The potential Winners and Runners-Up will be notified by email in accordance with the contact information given in the Submission and must respond by email and complete all Additional Documentation (as described below) required by Sponsor within the time period specified by Sponsor. All decisions by the Committee are final and binding.

No substitution or transfer of prizes is permitted. Any taxes due on the prizes awarded and other costs or fees of any kind (if any) are the sole responsibility of the Winner or Runners-Up. Winners and Runners-Up will be required to complete, sign, and return to Sponsor within the time frame specified by Sponsor all additional documentation required by Sponsor, which may include a 1099 form, releases, assignments and grants of rights, original artwork or digital files, and verification that the Entrant meets all of the eligibility requirements including proof of legal residency and age (together the “Additional Documentation”). No prize will be awarded to Entrants who do not meet the eligibility requirements.

Submissions of Winners and Runners-Up are not guaranteed to be used by the Department of Energy or the Department of Transportation or any other governmental agency. Whether to use the Submissions of Winners or Runners-Up is at the sole discretion and determination of these agencies.

**NOTIFICATION OF WINNERS AND FINALISTS.** The Winners and Runners-Up will be notified on or about Feb. 28, 2023. The Winners and Runners-Up will also be announced publicly on the Volcker Alliance’s website ([www.volckeralliance.org](http://www.volckeralliance.org)) on or about March 31, 2023.

If a notification is returned as undeliverable or an Entrant fails to comply (or delays in complying) with any requirements of Sponsor, including these Terms and Conditions and the Additional Documentation, Sponsor may disqualify the Entrant and choose an alternate based on the Evaluation Criteria.

## **ASSIGNMENT AND GRANT OF RIGHTS.**

If selected as a Winner or a Runner-Up, without further consideration, the Submission shall become the exclusive property of Sponsor and Entrant hereby:

- (i) assigns to Sponsor, all worldwide right, title, and interest in and to the Submission, including all copyrights, the right to sue and recover for past, present, and future infringement. To the extent that Entrant does not own any element contained in a Submission (including any Third Party Materials), Entrant grants Sponsor a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicenseable right to use such elements for the purposes of the Contest and any publicity relating thereto (this year and subsequent years) and generally in furtherance of Sponsor's mission. Entrant agrees that Entrant shall not claim any title to the Submission, will execute any instruments reasonably requested by Sponsor to confirm or register Sponsor's rights to the Submission and further grants the Sponsor a limited power of attorney to execute such instruments in Sponsor's name if Sponsor fails to do so; and
- (ii) grants Sponsor a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicenseable license to the extent permitted by law and without further permission, consent, payment or other consideration, to use Entrant's name, voice, likeness, and biography in all media now known or later developed: (a) in connection with exercise of Sponsor's rights granted in these Terms and Conditions and any Additional Documentation; (b) for publicity concerning the Contest (this year and in subsequent years) including on social media; and (c) generally in furtherance of Sponsor's mission.

All Entrants who are not selected as a Winner or a Runner-Up:

- (i) grant Sponsor a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicenseable license to reproduce, distribute, create derivative works of, publicly display and perform the Entrant's Submission (including any Third-Party Materials), in whole or in part, in any medium now known or later developed, including (a) on Sponsor's web site and social media accounts; (b) on social media such as LinkedIn and other online distribution channels; (c) in publications; (d) on network, cable, public television, and other media; and (e) in promoting Sponsor's activities and generally in furtherance of Sponsor's mission.
- (ii) grant Sponsor a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicenseable license to the extent permitted by law and without further permission, consent, payment or other consideration, to use Entrant's name, voice, likeness, and biography in all media now known or later developed: (a) in connection with exercise of Sponsor's rights granted in these Terms and Conditions; (b) for publicity concerning the Contest (this year and in subsequent years) including on social media; and (c) generally in furtherance of Sponsor's mission.

All original artwork including but not limited to digitally uploaded images, original photographs, paintings,

drawings, and otherwise submitted material will not be returned to Entrants except that, upon written request, Sponsor will return original artwork to any Entrant who is not a Winner or a Runner-Up.

For purposes of clarity, Sponsor will own the rights to all winning Submissions (Submissions of Winners and Runners-Up) and may license them to third parties, including government agencies or use them for any other reason in furtherance of its mission, including for publicity, publication, or as content in any media, online or offline, without further permission, unless prohibited by law. Sponsor grants back to the Winners and Runners-Up a worldwide, perpetual, royalty-free right to use their individual Submissions in their personal portfolio, including on a professional website or in social media to advertise or market their professional services.

#### **RELEASE.**

By participating in the Contest, each Entrant hereby irrevocably and on behalf of his or her heirs, executors, and administrators, releases Sponsor, and its officers, directors, agents, representatives and employees (together “Released Parties”) from any claim of any nature, known or unknown, of any kind arising out of the Contest and any Contest-related activity and expressly waives all rights and benefits under California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver; Section 1542 states as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES” as well as similar benefits under the laws of any other state.

As a condition of applying to the Contest, each Entrant gives consent for Sponsor to obtain and deliver the Entrant’s name, address, and other information to third parties for the purpose of administering and promoting this Contest and to comply with applicable laws, regulations, and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Contest and in connection with public announcements related to the Contest. The Released Parties are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or any other error or technical malfunction relating to the Contest or any Submission whether human, mechanical, or electronic.

#### **LIMITATION OF LIABILITY.**

BY MAKING A SUBMISSION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW:  
(i) ANY CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO MONEY DAMAGES CONSISTING OF ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), AND IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (ii) ENTRANT

HEREBY EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR OTHER DAMAGES; AND (iii) ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

#### **GENERAL TERMS AND CONDITIONS.**

This Contest is void where prohibited or restricted. All federal, state, and local laws and regulations apply.

Winning is contingent upon Entrant fulfilling all requirements of these Terms and Conditions and any Additional Documentation. These Terms and Conditions are the complete agreement between you and Sponsor with respect to its subject matter and supersede all oral or written prior or contemporaneous agreements except that all Additional Documentation will supplement these Terms and Conditions. Sponsor reserves the right, in its sole discretion, to modify these Terms and Conditions (including by adjusting the dates and timeframes) and to disqualify any Entrant who does not comply with them. These Terms and Conditions and the Contest are governed by the laws of the State of New York applicable to agreements made and performed in New York. Any claim arising under these Terms and Conditions or in connection with the Contest must be brought exclusively in the state or federal courts located in the County and State of New York. The term “including” in the Terms and Conditions is illustrative and means “including, but not limited to.”

Because this is a Contest of skill, the odds of winning depend upon the quality and eligibility of the submissions received, as well as the number of Entrants. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest for any reason, including but not limited to, technical or security failures, or any other factors that impair the integrity of the Contest, as determined by Sponsor in its sole discretion.

If you have questions with respect to these Terms and Conditions, please contact Sponsor at [LevelUpGov@volckeralliance.org](mailto:LevelUpGov@volckeralliance.org).

Please check “I Agree to the Terms and Conditions” when submitting your entry. If you do not agree, you will not be able to participate in the Contest.