



Terms and Conditions of Entry

By submitting an entry in the HTRI Success Story Contest (the “Contest”), I hereby acknowledge and agree to these Terms and Conditions of Entry (the “Terms”). The person entering the Contest, submitting the Entry, and accepting the Terms is referred to as “Participant”, or a variant of the pronoun “you” in these Terms.

- 1. Voluntary participation.** I understand that my participation in the Contest is voluntary.
- 2. Winning entries and termination.** Winning Entries will be selected by HTRI in its sole discretion. HTRI may terminate the Contest, and thus the awarding of prizes, at any time, with or without cause. In such case, your Entry will be returned to you and the license granted in section 3 will terminate. No compensation of any kind will be provided by HTRI as a result of contest termination.
- 3. License grant.** I hereby grant HTRI the perpetual (unless terminated in accordance with Section 8), nonexclusive, royalty right to use, include, and distribute my name, company name, story details, graphs, charts, pictures, videos, and any other materials submitted to HTRI for the Contest (the “Entry”), in print, digital, or any other format, in HTRI’s website, social media, and any other venues, including for advertising, presentations, publications, and other materials.
- 4. Accuracy.** To the best of my knowledge, the Entry submitted to HTRI is true and accurate.
- 5. Compensation and tax consequences.** Contest winners will be selected by HTRI in its sole discretion. If you are a United States resident, HTRI will provide you or your employer with a US tax form 1099 for the dollar value of any prize(s) awarded to you. Any tax consequences resulting from your participation in the Contest are your responsibility, or that of your employer.
- 6. Right to edit.** HTRI may need to edit the Entry for brevity or clarity; we will provide a final version for your approval.
- 7. Authorization.** If the Entry is the property of, or based upon, information owned by my employer or a third party, I hereby certify that I have obtained all permissions necessary to enter the Contest and submit the Entry. I have the authority to accept these submission terms and conditions.
- 8. Withdrawal of consent.** I understand I may withdraw my permission to use and publish the Entry by providing written notice to HTRI at marketing@htri.net. Upon receipt of notice of termination, HTRI will remove the Entry from the HTRI website and HTRI social media accounts. You acknowledge that previously distributed copies of the Entry may continue to exist outside of HTRI venues after termination and HTRI is not responsible to you for any such copies.
- 9. Liability and waiver.** HTRI will not be liable to you for any damage or claim of any type, including infringement claims. This disclaimer includes but is not limited to claims for: i) legal or equitable relief, ii) injury to persons or property, iii) loss of money or revenue, iv) incidental or consequential damages, or v) punitive or exemplary damages. This disclaimer applies regardless of the form of action, whether in contract or in tort, including negligence, and even if HTRI has been advised of the possibility of such damages. HTRI’s entire liability to you in any action or claim with respect to the Terms, Contest, or the Entry is limited to US\$10.
- 10. Dispute resolution.** Any controversy or claim arising out of or relating to the Contest or the Entry shall be submitted to nonbinding mediation under the Commercial Mediation Rules of the American Arbitration Association.
- 11. Miscellaneous.**
 - a. Export control.** You agree that your Entry 1) does not violate any export control laws of the country from which you submit it, and 2) contains no information which requires a US export license by HTRI to take full advantage of the rights granted in the Terms.
 - b. Completeness, interpretation, and severability.** Your acceptance of the Terms is a requirement of your participation in the Contest. The Terms contain the entire understanding of your participation in the Contest and submission of the Entry. The Terms shall be interpreted under the laws of the State of Texas of the United States of America. If a part of the Terms violates law, it shall be narrowed by interpretation to the minimum extent necessary to avoid the illegality and shall be given effect as fully and broadly as permitted by law. The invalidity, unenforceability or waiver of part of the Terms shall not affect the balance of the Terms.
 - c. Force majeure.** HTRI shall be excused from any breach of the Terms which is proximately caused by government regulation, pandemic, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

By signing below, I hereby acknowledge and accept the Terms.

Signer Name:		Company Name:	
Signature:		Email:	
		Date:	