

**2020 Hyundai Emerging Director Award Search**  
**PARTICIPATION TERMS**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE OR RECEIVE AN AWARD.**

BY PARTICIPATING IN THE SEARCH, PARTICIPANTS AGREE TO THESE PARTICIPATION TERMS, WHICH CREATE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE SEARCH ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **Description of the Search:** 'OUT for Greatness' is a series sponsored by Hyundai that celebrates the authentic and inclusive stories and storytellers within the LGBTQIA+ community. The Director for the second installment of Hyundai's 'OUT for Greatness' content will be selected from films submitted here in the 2020 Hyundai Emerging Director Award Search (the "Search"). The Search seeks to identify aspiring Directors. Subject to verification, one (1) award recipient will be selected in accordance with the criteria below and these Participation Terms.
  
2. **Eligibility:** This Search is open only to participants who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years old at time of submission. Although union or guild membership is not required to participate in the submission process, individuals who are party to any union or guild agreement that would govern the creation of any materials in connection with a submission, including without limitation, SAG, AFTRA, and AFofM, are also eligible to participate. Void where prohibited or restricted by law. All participants are to post a submission based on the criteria outlined below.
  - a. Final eligibility to be determined at Promoter's sole discretion. Persons who are any of the following are not eligible to participate or receive the award offered in the Search: employees, officers, or directors of Hyundai Motor America ("Promoter"), CMGRP, Inc. d/b/a Advantage International ("Administrator") or their parent company and affiliate and subsidiary companies, participating advertising and promotion agencies.
  
  - b. Submissions must be submitted by an individual ("Participant") and not as a team. Upon submission, if a Participant fails the eligibility requirements of the Search or does not abide by these Participation Terms, then the Participant will be disqualified. In the event of a dispute where a given submission is deemed to have been submitted by two (2) or more separate Participants, without limiting Promoter's rights and remedies, the Participant that first submitted the submission will be deemed the proper Participant for this Search. In the event of any dispute regarding the identity of a Participant, the relevant submission will be deemed submitted by the email account holder used to enter the Search. Void where prohibited by law.

**Note: Any applicant's ability to participate in the Search or be considered as an "Award Recipient" (as defined below) is subject to any/all applicable union rules. Promoter will not be responsible for paying any required union membership fees, dues or other related charges. If considered by Promoter to be an award recipient, such participation will be subject to standard scale rates (if applicable).**

3. **How to Post a Submission:** To participate in this Search, visit <https://outfest.org/fusion2020/one-minute-movie-contest/> (the "Website") and complete the online application by providing the following materials in addition to a one (1) minute (sixty (60) second) film; resume, short essay question, and an additional short sample under five (5) minutes in length. Film must be consistent with the Submission Guidelines below and be submitted between February 27, 2020 at 12:00am Pacific Time ("PT") and 12:00pm PT on March 9, 2020 ("Submission Period"). Promoter's designated clock is the official time clock of the Search. Submission application must include full and accurate contact information for Participant. Each

submission must comply with the Submission Guidelines (defined below) and any rules set forth on the Website.

- a. A submission may, in Promoter's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Website and in these Participation Terms. Those who do not follow all of the instructions, provide the required information in their submission form, or abide by these Participation Terms or other instructions of Promoter may be disqualified at Promoter's sole and absolute discretion. All submissions that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Participation Terms may be disqualified from the Search at Promoter's sole and absolute discretion. Submissions generated by script, macro or other automated means and submissions by any means which subvert the submission process are void. Submissions not selected will not be acknowledged. Assurance of delivery of submissions is the sole responsibility of the Participant. Promoter, Administrator, and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid submissions.

4. **Submission Guidelines:** In addition to the provisions set forth herein, each submission must also comply with the following guidelines or will be subject to disqualification ("Submission Guidelines"):

- a. The film must be in English (or in another language with English subtitles).
- b. The film must be no more than sixty (60) seconds long.
- c. The film must be shot with a minimum 1080p HD resolution.
- d. Participants must be able to travel to Los Angeles, CA over 2 months in April and May, 2020 in the event they are selected as the award recipient.
- e. During the Submission Period, submissions cannot be displayed or distributed except by us and you must maintain all rights, without third party obligations, to transfer your submission to us if you are selected as an Award Recipient.
- f. In addition to the requirements set forth above, each submission must comply with the following:
  - I. The submission must be the Participant's original work; however, Participant may use ideas and concepts that are in the public domain. The submission must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any third-party person or entity.
  - II. The submission must not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise inappropriate or objectionable, as determined by the Expert Review Team and/or Promoter in their sole and absolute discretion.
  - III. The submission must not contain any personally identifiable information of any person other than the Participant. Should the Participant include personally identifiable information about him/herself in the submission, Participant acknowledges and agrees that such information may be disclosed publicly, and Participant is solely responsible for any consequences thereof.
  - IV. The submission must not contain any clearly visible commercial content or logos of any entity other than Promoter.

- V. Submissions that are lewd, obscene, pornographic, disparaging of the Promoter or otherwise contain objectionable material may be disqualified in the Promoter's sole and unfettered discretion.
- VI. Submissions cannot and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law. The Expert Review Team and/or Promoter reserve the right to disqualify at any time, any submission that they determine, in their sole and absolute discretion does not meet the requirements of the Participation Terms or is inappropriate for any reason. Proof of submission does not constitute proof of receipt.
- VII. No background artwork should appear in the submissions unless it is an original work of the Participant. Any artwork, murals, etc. that can be seen in submissions must be created solely by the Participant or Participant must be the sole owner of all copyright interests therein.
- VIII. Submissions may only include; 1) original music created and performed solely by Participant (i.e., songs must be composed, lyrics written and performed by Participant), or 2) music that is owned by a third-party but has been licensed for use by Participant. Submissions that include any other songs or recordings are inappropriate and will be subject to disqualification.
- IX. Submissions must comply with these Participation Terms and any Terms of Use posted on the Website and meet all specifications or requirements called for on the Site and other advertising for the Search.
- X. The Participant must have all rights, clearances, permissions, approvals and/or consents necessary for their submission, including, but not limited to, music rights, releases from all persons appearing in the submission, location releases for all recognizable locations, and releases from all persons who participated in production of the submission. In the event that a Participant does not have the appropriate rights or violates any of the Submission guidelines, the submission may be disqualified in the Promoter's sole discretion. In the event of such a disqualification, Participant may edit and resubmit the submission, provided that the Submission Period is still open.

5. **Submission Review:** After the conclusion of the Submission Period, all submissions will be reviewed by a panel of entertainment and film industry experts selected by Promoter ("Expert Review Team") based on a variety of factors, including without limitation (i) creativity; (ii) entertainment value; (iii) adherence to Search theme; and (iv) production value among other factors in an effort to determine one (1) "Award Recipient", provided they are eligible and compliant with these Participation Terms. Promoter reserves the right not to identify an Award Recipient in the event Promoter does not receive a sufficient submission throughout the Submission Period, as determined in their sole discretion.

6. **Award Recipient Notification Process:**

- a. Award Recipient will be notified by email or telephone on or about March 10, 2020 at 5:00pm PT. Within seven (7) days of Award Recipient notification, the Award Recipient must respond and confirm their acceptance of the award. Failure to respond during this time frame will forfeit their opportunity to proceed as the Award Recipient and Promoter may select an alternate Award Recipient if time permits.
- b. Award Recipient must also sign an Affidavit of Eligibility and Release of Publicity/Liability ("Affidavit and Release") and additional documents as required by Promoter for their future participation as the confirmed Award Recipient. Prior to being confirmed as the Award

Recipient, Award Recipient may also be required to submit clearances and releases for all people, locations, participants, service providers and media/content used within their film. Failure to respond during this time frame will forfeit the opportunity to win the award. Promoter will select an alternate Award Recipient, if time permits.

- c. Each Participant and all the submissions are subject to validation at any time by Promoter and/or the Expert Review Team, whose decisions are final and binding in all respects. Participants may be asked to sign additional documentation before being declared an official Award Recipient.

**7. Award (1):**

- a. The Award Recipient will receive the opportunity to create a :60 spec commercial for Hyundai that features a story from a queer perspective. This spec commercial will play at the many LGBTQIA+ events that Hyundai sponsors and may be used as a commercial sample for Hyundai's filmmaker's demo reel. The Award Recipient will be mentored by an established Director and Producer who will support & guide them through the creative process. Hyundai will provide the budget, a professional production team, production guidelines and a stipend for the Award Recipient. Commercial script will be submitted in advance of production for notes, changes and/or final approval by Hyundai.
- b. Additionally, a behind the scenes 'Making Of' will also be created to showcase the mentorship between our community of emerging and established creatives working together. As mentioned above, Pre-Production, Production and Post will commence in Los Angeles, CA over the months of April and May, 2020.
- c. Actual retail value of award may vary depending on point of departure, travel dates and fare/rate fluctuations. All arrangements will be made at Promoter's discretion and must be made through the Promoter or Promoter's designee. Certain restrictions and blackout dates may apply. The Award Recipient must travel as and when designated by Promoter or the award may be forfeited.
- d. Promoter shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, award providers or any other persons providing any award-related services or accommodations. Promoter is not liable for any missed award events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other award element except at the sole and absolute discretion of Promoter. Additional award details and travel information to be provided at the time of award notification. Award Recipient is responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Promoter has not and will not obtain or provide travel insurance or any other form of insurance. Award Recipient may be required to provide a credit card at the time of hotel check-in. Travel is subject to the terms and conditions set forth in this Search, and those set forth by Promoter's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Award package, and are solely the Award Recipient's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Award Recipient's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Award Recipient.

- e. All other expenses not specified herein are the responsibility of the Award Recipient. ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE AWARD RECIPIENT.
- f. Award is non-transferable, with no cash redemptions, equivalents or substitutions except at Promoter's sole and absolute discretion. All award details not specified in these Participation Terms will be determined in Promoter's sole and absolute discretion. In the event an Award Recipient engages in behavior that (as determined by Promoter or any award provider, in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Promoter reserves the right to terminate the right to receive the award, including ending the film trip (if applicable) or other applicable experience early. Award is provided "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Award Recipient will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the award they receive, regardless of whether they, in whole or in part, are used. The Award Recipient may be required to provide Promoter with a valid social security number before the award can be provided for tax reporting purposes. An IRS Form 1099 may be issued in the name of Award Recipient for the actual value of the award received.

8. **Intellectual Property Rights in Submissions:** With the exception of the use of any Promoter materials, the ownership rights to each submission will remain with the Participants as more fully contemplated below. As a condition of winning the Search, Award Recipient, upon submission of their submission to the Search, irrevocably grants to Promoter, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the submission, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Participants or any third party, except for the awarding of the award to the Award Recipient in this Search. Promoter, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of submissions, to assign or transfer any or all of Promoter's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Promoter will have the right to use the submissions submitted as part of the Search, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Participants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with submissions submitted as part of the Search. Participants agree that Promoter shall have the sole discretion in determining the extent and manner of use of submissions and are not obligated to use any submission.

Participants will be required to confirm such rights grant by completing and submitting an Affidavit and Release (and any other documents reasonably required by Promoter) or such Participant will otherwise be disqualified from receiving his/her award. Participants must maintain the ability to assign all such rights to Promoter free of any limitations, restrictions or third-party obligations. All submissions that are posted on the Website or elsewhere are available to be viewed by anyone with access to the Internet.

9. **Condition of Participation:** Award is provided without warranty of any kind from Promoter, express or implied, without limitation, except where this would be contrary to federal, state, or local laws or regulations. Submission of submission into this Search deems that Participants agree to be bound by the terms of these Participation Terms and by the decisions of Promoter, which are final and binding on all matters pertaining to this Search. Promoter may document and film the Award Recipient and

Participants' participation therein by any means, including by taking photographs, video/film recordings, and/or sound recordings. By participating, each Participant, that if their submission is chosen as an Award Recipient, consents to such activities and grants Promoter and its partners and agencies permission to use, in perpetuity and by any means, the results of such activities for Promoter's advertising and promotional purposes without additional compensation, unless prohibited by law. Participant's participation and services in connection with such activities shall be deemed a work-made-for-hire for Promoter, as such term is understood in copyright law. In addition, acceptance of any award constitutes permission for, and Award Recipients' consent to, Promoter and its partners and agencies, and their respective successors, assigns and licensees, to use an Award Recipient's name, photograph, voice recordings, biographical information and/or likeness and submission in any all forms of media and by any and all means (now and hereafter known), throughout the world, in perpetuity, for any purpose, including, without limitation, for advertising and promotional purposes, without any obligation, notice or additional compensation, unless prohibited by law. To the extent permitted by law, Participants agree to hold Promoter, Administrator, and its and their parents, subsidiaries, agents, directors, officers, employees, representatives and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Search (including, without limitation, and any related travel/lodging) and/or use or acceptance of any award received. Neither Promoter nor Administrator is responsible for any typographical or other error in the printing of the offer, administration of the Search or in the announcement of the award. A Participant may be prohibited from participating in this Search if, in the Promoter's sole discretion, it reasonably believes that the Participant has attempted to undermine the legitimate operation of this Search by cheating, deception, or other unfair practices or annoys, abuses, threatens or harasses any other Participants, the Promoter or associated agencies. Due to the unique nature and scope of this Search, Promoter reserves the right to alter or modify these Participation Terms at any time. In the event Promoter is prevented from continuing with the Search by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Search by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Promoter's control (each a "Force Majeure" event or occurrence) Promoter shall have the right to modify, suspend or terminate the Search. Promoter additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Search should causes beyond Promoter's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Search; or (b) to disqualify any Participant found to be, or suspected of: (i) tampering with the submission process or the operation of the Search; (ii) acting in violation of these Participation Terms; or (iii) acting in an un-sportsmanlike manner. The Released Parties (defined below) are not responsible for any changes or unavailability of the social media platform or website used for purposes of administering this Search that may interfere with the Search (including any limitations, any restrictions, or any conditions on Promoter's ability to use the social media platform or website for the Search as set forth herein that are not acceptable to Promoter) or ability of Participant to timely enter, receive notices or communicate with Promoter via the social media platform, in which case Promoter, in its sole discretion, may terminate or modify the Search. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SEARCH MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER, AND ADMINISTRATOR IF APPLICABLE, RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SEARCH AND THE LAWS OF THE STATE OF CALIFORNIA SHALL GOVERN THE SEARCH. EACH PARTICIPANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THESE COURTS.

10. **Elimination:** Any false information provided within the context of the Search by any Participant concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the immediate elimination of the Participant from the Search. Promoter further reserves the right at any time, including after announcement of the Award Recipient to disqualify

any submission that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Participation Terms.

11. **Warranty and Indemnity:** Participants certify that their submission is original and that they have the right to submit the submission in the Search. Each Participant agrees not to submit any submission that: (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information; or (3) otherwise violates applicable law. To the maximum extent permitted by law, each Participant agrees to release, discharge and hold harmless Promoter, Administrator, and each of its and their respective directors, officers, employees, agents, successors and assigns (“Released Parties”), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Participant’s participation in the Search and/or related to any award (including, without limitation, losses, damages or injuries to Participant’s or any other person’s equipment or other property, or to their persons, related to participation in the Search; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Search activity and/or award). Without limiting the generality of the foregoing, Participant agrees that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Search and/or with respect to award(s), including, without limitation, to any award’s quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations (“Suppliers”) as a part of the award(s) provided in connection with the Search; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Participant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from Participants participation in the Search and to release all rights to bring any claim, action or proceeding against Released Parties. Promoter is not responsible for the actions of Participants in connection with the Search, including Participants’ attempts to circumvent the Participation Terms or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Search. To the maximum extent permitted by law, each Participant indemnifies and agrees to keep indemnified Released Parties at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Released Parties will or may become liable by reason of or related or incidental to any act, default or omission by a Participant under these Participation Terms including without limitation, resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Participation Terms by a Participant.
12. **Similar Materials:** Participants acknowledge that Promoter engages, has engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, entertainment, artistic and other material (collectively, the “Materials”), including, without limitation, Materials that are similar or identical to the submissions submitted in this Search. Participants also acknowledge that other persons, including employees of Promoter, may previously have originated and may hereafter originate Materials that are similar or identical to the submissions. Participants agree that they will not be entitled to any compensation because of the use by Promoter of any such similar or identical material.

Without limitation of the foregoing, Promoter may use, without any payment or other obligation whatsoever to any Participant, any part of the Materials, and any idea or concept contained therein, that: (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by Promoter before or at the time of submission, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to Promoter or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by Promoter or any third party. Participants agree that Promoter's development, preparation, production, acquisition, dissemination and/or exploitation of Materials similar or identical to the submissions or containing features, ideas, material and/or elements similar to or identical with those contained in submissions shall not entitle any Participant to any compensation or other right or remedy. As an inducement to Promoter to accept each submission for submission into the Search, Participants hereby waive any claim or right of action against Promoter or its successors in connection with the Promoter's use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a submission or contain any features, ideas, material and/or elements that are similar or identical to those contained in a submission. Acceptance by Promoter of a submission is not an admission by Promoter of the novelty or originality of the submission.

13. **Internet:** Promoter is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Promoter is not responsible for theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Promoter is not responsible for inaccurate transmissions of or failure to receive submission information by Promoter on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Promoter. If for any reason the registration process of the Content is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Search, Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Search. Promoter further reserves the right to disqualify any individual who tampers with the registration process. Caution: Any attempt by a Participant to damage any website or undermine the legitimate operation of the Search is a violation of criminal and civil laws and should such an attempt be made; Promoter reserves the right to seek damages from any such Participant to the fullest extent of the law.
14. **Severability:** If any provision(s) of these Participation Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
15. **Promoter:** The Promoter of this Search is Hyundai Motor America, 10550 Talbert Avenue, Fountain Valley, CA 92708.
16. **No Obligation to Use:** Promoter shall have no obligation (express or implied) to use any or to otherwise exploit any submission or, if commenced, to continue the distribution or exploitation thereof, and Promoter may at any time abandon the use of the submission for any reason, with or without legal justification or excuse, and Participants shall not be entitled to any damages or other relief by reason thereof.
17. **Dates & Deadlines:** Because of the unique nature and scope of the Search, Promoter reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Participation Terms or otherwise governing the Search. Promoter cannot accurately predict the number of Participants who will participate in the Search.

18. **Further Documentation:** If Promoter shall desire to secure additional assignments, certificates of engagement for the submission or other documents as Promoter may reasonably require in order to effectuate the purposes and intents of these Participation Terms, then Participant agrees to sign the same upon Promoter's request therefor.
19. **Privacy / Information Submitted:** As a condition of participating the Search, Participant gives consent for Promoter to obtain and deliver their name, address and other information to third parties for the purpose of administering this Search and to comply with applicable laws, regulations and rules. Any information Participant provides to Promoter may be used to communicate with Participant in relation to this Search or on a Search Award Recipient's list. Information submitted in connection with the Search will be treated in accordance with the Website's Privacy Policy.
20. **Miscellaneous:** The invalidity or unenforceability of any provision of these Participation Terms or the Affidavit and Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Participation Terms or the Affidavit and Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Promoter's failure to enforce any term of these Participation Terms will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Participation Terms. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Search-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Participation Terms, the Participation Terms shall prevail, govern and control.