

ESSAY CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID OUTSIDE OF THE STATES OF FL, GA, IL, AND KS AND VOID WHERE PROHIBITED BY LAW.

1. CONTEST DESCRIPTION: This Essay Contest (the “**Contest**”) is sponsored by Clearwave Fiber (“**Sponsor**”) and consists of a competition in which Sponsor will award the best submissions (as described in Sections 4, 7, and 8 below) with the prizes described below. By entering this Contest, you agree to be bound by these Official Rules and the decisions of Sponsor respecting the Contest, which are final and binding on all matters related to the Contest.

2. CONTEST PERIOD: The Contest begins at 12:01:01 a.m. ET on Sept. 3, 2024, and ends at 11:59:59 p.m. ET on Sept. 30, 2024 (the “**Contest Period**”). The time shall be determined by Sponsor’s timekeeping systems. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Contest.

3. ELIGIBILITY: Open to persons who are: (i) legal U.S. residents of Florida, Georgia, Illinois, and Kansas; (ii) students in good standing and enrolled at a high school or equivalent educational program in the participating school districts in Florida, Georgia, Illinois, and Kansas, and (iii) between 16 and 18 years of age as of the date of entry. If any entrant is not the age of majority in their jurisdiction of residence, the written consent and signature of a parent or legal guardian is required to win any prize. Any person who is an employee, contractor, officer, director, agent or other representative of Sponsor, or of any of its affiliates, agencies, judging panel, or prize suppliers (together, the “**Sponsor Affiliates**”), and all members of such person’s immediate family and persons living in the same household with such person, are not eligible to participate in this Contest. Sponsor reserves the right to verify the eligibility of any potential winner.

4. HOW TO ENTER: During the Contest Period: (i) create an essay that explores the topic Empowering Communities: Exploring How the Internet Facilitates Growth, Connectivity, and Opportunity (the “**Theme**”); and (ii) visit www.clearwavefiber.com/essaycontest and follow all provided directions to submit your essay and registration form (all items submitted, the “**Entry**”). Please note that the website does not accept all file types.

5. ELIGIBLE ENTRIES: To be eligible, your Entry must (i) be submitted during the Contest Period; (ii) comply with the Required Representations and Warranties (defined below); (iii) be in PDF format and acceptable formatting for submission on the website, including any word or character length limitations and file type limitations; (iv) be in English (and no other language), in 12-point font, double-spaced, 1-inch margins; (v) must include entrant’s first name, last name and school name at the top of the essay document; (vi) contain citations in MLA 8 format (the 8th edition of the Modern Language Association style), and (vii) be at least 1,000 words, not exceeding 1,500 words (word count does not include list of sources). Each eligible Entry submitted during the Contest Period will count as one (1) entry in Contest. Failure to complete any step outlined in, or to follow any of, the Official Rules will result in disqualification of attempted entry.

6. LIMITATIONS: Limit one (1) entry per person. If you submit multiple entries, only the first entry received by Sponsor from you will qualify and the remaining entries will be disqualified. Notwithstanding the foregoing sentence, any attempt by a person to obtain more than one entry by using multiple or different names or any other methods may void that person's entry as solely determined by Sponsor. Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. No Entry can be returned to entrant.

7. REQUIRED REPRESENTATIONS AND WARRANTIES: To be eligible, your Entry must comply with the following criteria (collectively, the "Required Representations and Warranties):

i. Your Entry must be your own original work, created and written solely by you; must not have been previously published, released or distributed in any form; must not have been entered into any other competition nor won any award. Modification of existing material does not count as original for purposes of this Contest. The Entry must not contain mechanically created material or any elements created by artificial intelligence or similar tools of creation. The Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.

ii. You represent that you have the express consent of any identifiable persons appearing, referenced, or named in the Entry to their likeness being used in the ways set out in these Official Rules, including Sponsor's right to use the Entry for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Sponsor. The Entry must not contain any personally identifiable information of any person without their express consent consistent with the terms of these Official Rules.

iii. Except for the references to Sponsor, the Entry must not feature any names, products or services of any company or entity or any third-party trademarks, logos, trade dress or promotion of any brand, product, or service.

iv. The Entry must be appropriate for public display and distribution. Without limiting the foregoing, the Entry must not be lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, violate any laws or otherwise contain content which Sponsor in its sole discretion decides is inappropriate or objectionable. Your Entry must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

v. The Entry must comply with all applicable laws and regulations as well as the highest level of academic integrity (as determined by Sponsor in its sole discretion).

In the event your Entry includes invalid information, you hereby permit (without any obligation to do so) Sponsor to edit your Entry to comply with these Official Rules, in which case Sponsor may, in its discretion, deem the compliant Entry to be eligible. Entries (including, without limitation, the submitted images) that do not comply with the above requirements may not be eligible (as determined by Sponsor in its sole discretion) and, if submitted, may be reviewed and/or removed at any time in Sponsor's sole discretion. Sponsor reserves the right in its sole discretion to

disqualify any Entry that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. Entrants agree to reimburse Sponsor and Sponsor Affiliates in full in respect of any losses, damages, and expenses, including reasonable attorney fees that they may sustain from the breach of a representation or warranty made by the entrant or the use of any rights granted by the entrant to Sponsor hereunder. By entering, entrant warrants that the submitted Entry complies with the entry requirements set out above including those at (i)-(v) above.

By entering, entrant grants to Sponsor a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, assignable license to reproduce that Entry, in whole or in part, and to otherwise use, exploit, copy, modify, adapt, edit, transmit, perform, distribute, create derivative works from, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, the entrant hereby waives any moral rights the entrant may have in the Entry in favor of the Sponsor and its assigns. At Sponsor's request and in its sole discretion, entrants may be required to execute an assignment and release transferring all rights and ownership of their Entry to Sponsor, the form of such assignment to be determined by Sponsor in its sole discretion.

By submitting an Entry, entrant also grants to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry (all attributes, collectively, per person, a "**Persona**") for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

Sponsor reserves the right to disqualify any entrant in its sole discretion. If any process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, Sponsor reserves the right to use another means to determine the winner(s), i.e., ask the judging panel to determine qualifying entries. All entries are subject to verification.

8. JUDGING CRITERIA AND SELECTION OF WINNERS: The judging panel will judge eligible Entries based on the following unweighted criteria: (a) creativity and originality, (b) quality of argument and writing, and (c) appropriateness for the Theme (the "Criteria"). Based on the Criteria, the Judging Panel will select two (2) winners, namely, a first-place winner and a second-place winner. To be clear, the Judging Panel may judge multiple Entries that submit similar images; in such a case, the Judging Panel may consider the timing of such Entries in making its decision but will not be bound to designate as a potential winner the first submission of such similar Entry. The Judging Panel reserves the right to internally determine tiers of finalists based on additional prescreening sessions based on the same Criteria to efficiently review numerous entries.

The decision of the panel of judges is final and not open to dispute of any kind. The potential winners will be selected by the panel of judges on or about Oct. 30, 2024, from among all eligible entries received by Sponsor during the Contest Period. Sponsor will notify each potential winner through a method of contact provided by entrant in the registration form. The potential winner must respond within three (3) days of the first such notification with the following information: full name, mailing address, date of birth, phone number and email address. If a particular potential winner does not respond or provide such information within such 3-day period, or such winner rejects the prize or fails to complete the Release (defined in Section 12 below) within the allotted time period, the prize will be forfeited and awarded to an alternate winner (the person with the next highest ranked entry according to the panel of judges) from among all remaining eligible entries received during the Contest Period. Sponsor will continue to identify alternative winners in accordance with the foregoing, as needed, until the prize is accepted. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Sponsor's determination of ineligibility or noncompliance with these Official Rules will result in disqualification of the entry.

9. PRIZES: The two (2) verified winners will receive the following prizes:

(i) *First Place Prize:* The verified first place prize winner will receive one thousand dollars (\$1,000). The form and nature of the prize will be determined at the sole discretion of the Sponsor. The prize may be awarded in various forms, including, but not limited to, cash, checks, vouchers, gift cards, merchandise, or services. The prize is subject to the terms and limitations of the issuer.

(ii) *Second Place Prize:* The verified second place prize winner will receive five hundred (\$500). The form and nature of the prize will be determined at the sole discretion of the Sponsor. The prize may be awarded in various forms, including, but not limited to, cash, checks, vouchers, gift cards, merchandise, or services. The prize is subject to the terms and limitations of the issuer.

(iii) *School Award.* For each winner, the winner's school will receive a matching gift: \$1,000 for the first prize winner's school and \$500 to the second prize winner's school. The form and nature of the gift will be determined at the sole discretion of the Sponsor. The gift may be awarded in various forms, including, but not limited to, cash, checks, vouchers, gift cards, merchandise, or services. The gift is subject to the terms and limitations of the issuer. Sponsor shall solely determine the institutional recipient of the gift and may, in its sole discretion, coordinate the gift with the relevant institution.

Total approximate retail value of prizes for each participating school district and winners: \$3,000. This valuation is an approximation, and any difference in the actual value and this approximation will not be awarded.

10. DETERMINATION OF WINNERS: This is a contest of skill. Therefore, the determination of winners will be based on the skill of the entrants as outlined in these Official Rules, rather than chance. The number of eligible entries received during the Contest Period may impact the

competition but will not directly influence the odds of winning. All entries will be judged based on the criteria set forth in the Official Rules of the Contest.

11. OTHER TERMS REGARDING PRIZES: All prizes are awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, authenticity of any autograph, quality, merchantability and fitness for a particular purpose) in connection with this Contest or any prize. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Prizes are subject to terms, conditions, expiration dates, and restrictions imposed by the provider of the prize.

12. GENERAL CONDITIONS: All federal, state, and local laws and regulations apply. **All federal, state, and local taxes are the sole responsibility of the winner.** An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law.

Winner must sign and return an Affidavit of Eligibility, and Liability and Publicity Release ("Release") to Sponsor. If any winner is not the age of majority in their jurisdiction of residence, the written consent and signature of a parent or legal guardian is required. Please note that the Release may require the winner to provide a social security number for tax and record-keeping purposes. Prize acceptance constitutes permission to Sponsor, and their agencies and participating retailers to use the winner's name and/or likeness for advertising or trade without further compensation in perpetuity, unless prohibited by law. Material submitted becomes the sole property of Sponsor and will not be returned. Sponsor shall also have the right to take such other measures as it deems necessary in its sole discretion to preserve the integrity of this Contest.

Sponsor is not responsible for (a) any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in this Contest, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the website, and (b) any other unforeseeable events. Sponsor reserves the right, at its sole discretion, to (1) disqualify any individual, who tampers with the entry process or operation of the Contest, and (2) modify, suspend, or terminate all or part of this Contest. Notice of such modification, termination or suspension will be posted on Sponsor's entry website. Caution: Any attempt by you to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from you to the fullest extent of the law. Sponsor is not responsible for injury or damage to a participant's or any other person's mobile phone, computer, tablet, or any other entry device related to or resulting from participating in this Contest. You acknowledge that your engagement with the entry website in connection with this Contest shall be subject to all terms and conditions of the website.

13. LIMITATION OF LIABILITY: You agree to release and hold harmless Sponsor, Sponsor Affiliates, and their respective parents, affiliates, subsidiaries, retailers, marketers, dealers, advertising agencies, web designers, promotion agencies, prize suppliers, and each of their respective officers, directors, shareholders, employees, agents, successors, and assigns

(collectively, the “**Released Parties**”) from any and all liabilities, damages, losses, injuries, claims and actions of any kind, including, arising out of or resulting from participation in this Contest or from the acceptance, use or misuse of any prize or other such benefit including, without limitation, claims based on personal injury, property loss or damage, death, publicity rights, defamation or invasion of privacy. The Released Parties are not responsible for incomplete, misdirected, delayed, undelivered, inaccurate, lost, late, garbled, mutilated, illegible entries, postage-due mail, incorrect or inaccurate transcription of entry, electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft, destruction or unauthorized access to or alterations of entry materials, technical, network, telephone equipment, electronic, computer, hardware or software malfunctions, or limitations of any kind or for entries that for any reason are not received by Sponsor by the stated deadline. The Released Parties are not responsible for any error or malfunction that occurs during the Contest, in the announcement of the prizes, in awarding of more prizes than are intended, or in any Contest-related materials. THE RELEASED PARTIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRIZE AWARDED IN THIS CONTEST.

14. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the state of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the state of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Georgia.

15. DISPUTES: Except where prohibited by law, any action arising out of or relating to this Contest or these Official Rules shall be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association (“**AAA**”) and conducted before a single arbitrator, all pursuant to the Consumer Arbitration Rules of the American Arbitration Association (collectively, the “**AAA Rules**”), which includes payment by Sponsor of many of the fees associated with such arbitration, whether initiated by Sponsor or you. The arbitration shall be held at a location in the state in which you live. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can decide only Sponsor’s or your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Notwithstanding anything to the contrary in these Official Rules, if the amount in dispute arising out of or relating to this Contest or these Official Rules is less than the jurisdictional maximum of a small claims court applicable in the state in which you live, you may bring an action in such small claims court for such dispute, which will be in lieu of arbitration or an action in any other court.

16. YOUR PERSONAL INFORMATION: By participating in this Contest, you hereby agree to Sponsor’s collection and usage of your personal information you provide in this Contest to contact

you by mobile phone, e-mail, or regular mail for the administration of this Contest. Information submitted with an entry is subject to the Privacy Policy available at www.clearwavefiber.com/legal/privacy-policy. You also hereby agree to Sponsor's collection and usage of your personal information to contact you by any method made available by you to Sponsor, including regular mail (if applicable), for the administration of this Contest and prize fulfillment.

17. SPONSOR: Clearwave Fiber, P.O. Box 1229, Pooler, GA 31322.