

## ComEd 2023 STEM Lab Participation Terms

The ComEd 2023 STEM Lab (the "Program") registration begins on August 28, 2023 and ends September 25, 2023 ("Registration Period") and is open to Hispanic students who are age 13-18, are currently enrolled in and actively attending high school (grades 9-12) and are legal residents of Illinois as of August 1, 2023 with parent or legal guardian permission to enter and participate, and whose parent, guardian or place of residency has a ComEd account as of August 1, 2023 ("Participant" or "you" "your"). Submissions, as defined below, must be submitted and received no later than September 25, 2023. Persons who are an employee, director, officer, or independent contractor in any of the following categories, or are the immediate family member of such person, are NOT eligible to participate in the Promotion: (a) the Sponsor or its parent companies, subsidiaries, or affiliated companies; (b) any entities participating in the Promotion; and (c) any entities engaged in the development, production or distribution of Promotion materials or the prizes. Void outside the state of Illinois and where prohibited.

To participate, eligible students must, with their parent/legal guardian's permission, visit [www.comedstemlab.com](http://www.comedstemlab.com) and complete the submission in its entirety including the following steps:

1. Your full name, date of birth, email address, complete home address, school they attend, grade they are currently in, and whether they participate in any student/community organization;
2. Your parent/legal guardian's full name, email address, complete address and phone number;
3. Digitally signing by checking the box to indicate that you along with your parent or legal guardian have read, understood and accepted the Participant Confirmation (the "Terms");
4. Upload a photo of yourself only ("Photo") (Photo must be in JPG or PNG format and must not to exceed 10MB); and
5. Click the Submit button (the "Submission").

Upon successfully submitting a Submission, your parent/legal guardian will be sent an email to the address provided at the time of entry with instructions to confirm that he/she agrees to your participation in the Program and has read, understood and accepted the Terms (the "Parental Approval"). Upon completion of the Parental Approval, eligible Submissions will be considered and processed for attendance in the Program. Parental Approval must be completed no later than September 25, 2023 to be considered as a Participant in the first Event on September 30, 2023.

Once submitted, the Submission becomes the property of the Sponsor, will not be returned and will be used by Sponsor in accordance with these Terms and its policies.

The purpose of the Program is for you to learn about STEM and develop a project (the "Project"). The Program is part of Commonwealth Edison Company's ("Sponsor") goal of celebrating Hispanic Heritage Month and promoting awareness of and use of alternative renewable energy sources and encourage students to consider a career in a STEM field. In consideration of being permitted to participate in this Program, you and your parent/guardian (together a "Participant") agree to the following by accepting these terms which extend for the period of August 28, 2023 through September 30, 2023 (the "Program Term").

1. You understand and agree that you will be a member of a select group of up to seventy six (76) pre-screened eligible individuals participating in the Program, with thirty (38) participants within each of the following groups (as identified by the Participant or designated by the Sponsor if no gender is provided at the time of Submission) being accepted to participate in the Program: a) female Hispanic American students; and b) male Hispanic American students (each a "Group"). Sponsor may choose to move forward with the Program with fewer than seventy six (76) student Participants. In the event fewer than thirty eight (38) eligible student Participants are received/designated for any Group, Sponsor reserves the right to accept as an alternate Participant the next (based upon time of Submission) Participant with an eligible Submission and Parental Approval. Each student Participant will attend: (a) one day of curriculum and hands-on activities on September 30, 2023 in Chicago; and (b) a final presentation of the Project and recognition of completion of the Program in Chicago at a date to be determined (each, an "Event"). Dates and locations of the Program may be changed by Sponsor.
2. Participant understands and agrees that each team will have adult "mentors," who are employees of Sponsor, to assist you during all Program activities and the creation of the Project.
3. Participant agrees that all Program activities and Events will be filmed and agrees to participate in the filming and in interviews for the creation of videos about the Program ("Video(s)"). In consideration for the opportunity to participate in the Program, Participant hereby agrees to the use of his/her name, likeness, background and biographical information, interviews and performance in the Videos and in any other promotional materials created by Sponsor related to the Program without restriction as to manner, duration or frequency of usage, which may include, but will not be limited to, in the Videos, print materials, PR, social media, broadcast television and digital advertising.
4. Participant may reference the Program in his/her personal social media accounts, including Facebook, Instagram, Twitter, YouTube, Pinterest, LinkedIn, and Snapchat postings and Participant's personal blogs.

5. In consideration of their participation and their release of rights in these Terms, the student Participant will receive a \$250 Participation Award upon successful substantial completion (determined in Sponsor's sole discretion) of the STEM Lab Program as described in Section 1.

6. Participant specifically agrees and acknowledges that all materials created during the Program, including, without limitation, the Project and the Video(s) (collectively, the "Materials") are hereby assigned to and solely owned by Sponsor under U.S. Copyright law. Participant hereby irrevocably assigns to Sponsor all rights, including, without limitation, copyright, trademarks, patents and trade secret rights in and to Materials, in perpetuity, worldwide, without royalty or further compensation, including, without limitation, any derivative rights and the right to display the Materials, including in the Project in any manner at Sponsor's discretion, in any media now existing or yet to be invented. Participant waives any right of publicity, attribution, and integrity, including any moral rights Participant may have in the Materials or the Project.

7. Participant understands and acknowledges that the Events involve the use of tools, electrical systems and other elements, including transportation to Program sites, that are potentially dangerous. Participant, and Participant's parent or legal guardian, hold Sponsor and Leo Burnett ("Agency"), together with their respective affiliates, subsidiaries, divisions and their respective directors, officers, employees, licensees, agents and assigns (collectively "Sponsor Affiliates"), harmless from and against any and all liability for any and all costs, personal injuries, losses, liability or property damages, mental or emotional distress, death, bodily injury, illness or accident related costs and expenses resulting from or relating to Participant's participation in this Program, in whole or in part, directly or indirectly related to the participation in the Program, acceptance of, use or misuse of any benefits Participant will receive in connection with or participation in the Program. Participant hereby forever releases Sponsor and Sponsor Affiliates of all liability and waives any claims Participant may have against Sponsor and Sponsor Affiliates. Participant agrees that he/she will follow all safety and other instructions provided by mentors and other Sponsor or Agency representatives during each of the Events and the filming of the Video(s).

#### 8. Miscellaneous

- A. The Terms and all matters relating to the Terms shall be governed by the laws of the State of Illinois, without reference to choice of laws principles. Venue shall be in the state or Federal courts located in Chicago, Illinois.
- B. If any provision of the Terms is held invalid or unenforceable, the remaining provisions will remain in effect. The Terms may not be amended or assigned except in a writing signed by both parties. If an assignment occurs, the assignment will not relieve the assigning party of its liabilities and obligations under the Terms. A waiver by either party of any of the terms and conditions of the Terms in one or more instances will not constitute a permanent waiver of the term or condition.
- C. These Terms are the complete final and exclusive agreement between the parties and supersedes any prior oral or written agreement concerning the subject matter.