

# SEAD GLOBAL EFFICIENCY MEDAL

### Display Awards Competition Official Rules

FINAL (Revised)
22 February 2013

### SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEADTM) INITIATIVE 2013 DISPLAY AWARDS COMPETITION OFFICIAL RULES

#### 1. Description.

The Super-efficient Equipment and Appliance Deployment ("SEAD") Initiative Global Efficiency Medal competition (the "Competition") seeks to transform the global market for efficient equipment and appliances. As a Clean Energy Ministerial initiative, SEAD seeks to leverage high-level political dialogue to advance on-the-ground appliance and equipment efficiency efforts. SEAD unveiled plans for the first international competition to recognize the most efficient appliances in the world at the second Clean Energy Ministerial in April 2011. The first SEAD Global Efficiency Medals were awarded to energy-efficient flat-panel televisions on 1 October 2012. The 2013 competitions will focus on computer monitors and electric motors; subsequent rounds will cover different product categories. The awards will enhance buyers' ability to differentiate and choose among products on the basis of their energy efficiency. The Collaborative Labeling and Appliance Standards Program ("CLASP") serves as the Administrator for the Competition.

#### RULES FOR DISPLAY COMPETITION

#### 2. Who Should Apply?

(a) Manufacturers,

or

(b) Resellers (private labelers)

of commercially-available and emerging technology computer display products (the "Products") are invited to submit applications ("Applicants"). All Applicants are responsible for their entries.

#### 3. What are the Award Categories?

The Competition will recognize the most energy efficient Products in two categories (individually a "Category," collectively, the "Categories"):

<sup>&</sup>lt;sup>1</sup> Eligible Products include Computer Monitors as defined in the Version 6.0 ENERGY STAR Product Specification for Displays. A Computer Monitor is a commercially-available product with a display screen and associated electronics, often encased in a single housing, that as its primary function displays visual information from (1) a computer, workstation or server via one or more inputs (e.g., VGA, DVI, HDMI, DisplayPort, IEEE 1394, USB), (2) external storage (e.g., USB flash drive, memory card), or (3) a network connection. Computer Monitors display a computer's user interface and open programs, allowing the user to interact with the computer, typically using a keyboard and mouse. For purposes of the Competition, Computer Monitors must have a diagonal screen size greater than 15 inches and a pixel density greater than 5000 pixels per square inch,

- 1) Products that are currently commercially available, further divided into;
  - (a) Four geographic regions,

and

- (b) One international category.
- 2) Emerging technology Products planned for mass production within two (2) years<sup>2</sup>.

#### A. Commercially Available Product Category:

Applicants are invited to nominate their Products that are offered for sale (regardless of location of manufacturer) in three (3) Product size categories consisting of small, medium, and large in one or more of four (4) geographic regions consisting of Australia<sup>3</sup>, the European Region<sup>4</sup>, India<sup>5</sup> and North America<sup>6</sup> (collectively, the "Regions").

Product size categories are defined in Table 1. Products must satisfy both the Nominal Diagonal Screen Size, the Minimum Resolution, and the Minimum Maximum-Luminance criteria in order to be eligible for an award in a particular size category.

Table 1: Size Categories, Minimum Resolution, and Minimum Maximum-Luminance Requirements for Commercially Available Products

	Small Category	Medium Category	Large Category
Nominal Diagonal Screen Size $(d)^7$	15 inches $\leq d < 20$ inches	20 inches $\leq d < 23$ inches	$d \ge 23$ inches
Minimum Resolution	1.04 megapixels	1.44 megapixels	2.07 megapixels
Maximum Luminance	200 cd/m <sup>2</sup> or higher		

The best performer in each size category among all of the Regions will be declared an "International Winner" for the size category. A total of fifteen (15) awards, twelve (12) Region and three (3) International winners (collectively, the "Winners") will be granted in the Commercially Available Product category.

<sup>&</sup>lt;sup>2</sup> Failure to meet these criteria may foreclose Applicants from future Competitions.

<sup>&</sup>lt;sup>3</sup> For purposes of this Competition, limited to Australia

<sup>&</sup>lt;sup>4</sup> For purposes of this Competition, the European Region consists of all EU27 countries and the EFTA-countries Switzerland, Norway, Iceland and Liechtenstein.

<sup>&</sup>lt;sup>5</sup> For purposes of this Competition, limited to India

<sup>&</sup>lt;sup>6</sup> For purposes of this Competition, limited to the United States and Canada

<sup>&</sup>lt;sup>7</sup> This information is included in the table for informational purposes only

Applicants may nominate Products for consideration in any Region, regardless of the location of the manufacturer of the Product, provided that the Region sales/availability requirements are satisfied for each Product nominated. For example, a Product manufactured in Japan and sold globally may be entered in any and all Regions.

Applicants may nominate only a single Product model for each of the 4 Region award categories. All models nominated for a Region award will be considered for the International award, so an Applicant need only nominate Products at the Region award level.

#### B. Emerging Technology Product Category:

Applicants are invited to nominate their emerging-technology Products for an international award for this Category. This Category is intended for models of Products planned for mass production that will be offered for sale within two (2) years of the end of the Competition Period (as defined below). One (1) International Winner may be granted in the Emerging Technology Product Category.

At the time of application, an Applicant shall identify the significant design feature(s) of the Product that improves the Product's energy efficiency. Such information shall be treated as confidential by the Administrator.

The Administrator reserves the right not to grant an Award in this Category for any reason and in its sole discretion (e.g., if no Product model application in this Category achieves a materially significant on-mode power consumption improvement over Products currently on the market).

#### 4. Competition Period.

The Competition begins at 12:00:01 a.m. Eastern Time ("ET") on 7 January 2012 and ends at 11:59:59 p.m. ET on 31 March 2013 ("Competition Period"). All applications must be received in accordance with these Official Rules during the Competition Period to be eligible to win an award. All subsequent applications will be deemed void and not eligible to enter or win. Administrator's computer is the official time keeping device for this Competition.

#### 5. How to Enter.

- A. <u>Declaration of Performance</u>. Applicants must enter the Competition by submitting a completed Declaration of Performance (*see* <u>Attachment A</u> incorporated in these Official Rules by reference) for each nominated model of their Product in a Region via email to the Administrator at <u>awards@superefficient.org</u>. The information submitted on the Declaration of Performance shall include:
  - (a) a binding declaration and representation of the Product model's maximum power consumption during on-mode<sup>8</sup> such that <u>all</u> model units of the Product available for sale will consume power in on-mode that is less than or equal to the reported value. Performance claims shall not represent average Product performance or best possible Product performance. Rather, the declaration must set forth the worst-case performance values such that each unit of the Product model will meet the stated power performance values regardless of variations in manufacturing and materials tolerances. For reporting

<sup>&</sup>lt;sup>8</sup> As defined in IEC 62087, Ed. 3.0, Clause 11.6

purposes for the Competition, all power values shall be reported to the nearest 0.001 W. All dimensional values shall be reported to the nearest 0.01 cm or 0.01 inch;

and

- (b) a binding declaration and representation that the number of units of the model of a Product available for purchase in the specified Region exceeds the minimum threshold specified therein<sup>9</sup>.
- B. Other Application Information. All other information on the application form must be completed or the application will be deemed void. Applicant agrees to cooperate with the Administrator to supply other information regarding the Product requested by Administrator or the application will be deemed void. The Administrator shall have the right to place an application in another Region, size or Category in its discretion. By submitting an application, all Applicants agree to be bound by these Official Rules. Participation in the Competition is at the sole and absolute discretion of Administrator. All applications, including Declarations of Performance, shall become the sole property of Administrator and will not be returned to Applicants. Applicants agree and acknowledge that other than design improvements in the Emerging Technology Product Category, the applications do not contain any confidential or trade secret information and may be disclosed in whole or in part and Applicant's acknowledge and agree that the Administrator may publish the application forms to the public. Although the Administrator retains the right to disclose information upon its discretion, the Administrator has no intention to disclose information about nominated products that do not win an award.

#### 6. Selection of Regional and International Award Winners.

A. Method for Evaluating Performance. The primary metric for evaluating Product performance in the Competition shall be power consumption per unit screen area during normal "on" mode (i.e., W/cm² or W/in²). The conditions and procedures for measuring this performance are described in the Test Method for the Version 6.0 ENERGY STAR Product Specification for Displays (the "Test Method"). The relevant test procedures in the Test Method form the basis for testing in all of the participating Regions. The Administrator will use the on-mode power consumption and screen area values set forth in the Declarations of Performance to identify potential winning Product models in each Region for each Category. In the event that two Products claim equivalent efficiencies across all declared values, the Winner will be determined by comparative testing of the competing nominated Products. In circumstances where the independent testing facility is able to measure significant differences between the Products on values that affect efficiency, the more efficient Product will be declared the Winner. In circumstances where the independent testing is inconclusive, the Products will be declared as joint Winners.

Regardless of whether a Product model has the lowest on-mode power consumption per unit area in the Category for a Region, no award will be made if a Product model consumes more than 0.50

<sup>&</sup>lt;sup>9</sup> For the Commercially Available Category, Applicant must have plans to ship at least the following number of units of a Product model in the Region of nomination: Australia: 5,000 units, India: 5,000 units, North America: 50,000 units, the European Region: At least 5,000 units in one country or 20,000 units across all EU27 and EFTA-countries. Applicant may define the shipment period, not exceeding 12 months, and may provide a start date for the shipment period between 1 January 2013 and 1 September 2013. Applicant is required to provide a shipment plan and expected period of shipment of the nominated product model in the Declaration of Performance (*see Attachment A incorporated* in these Official Rules by reference).

Watts plus any applicable Power Allowances in "sleep mode" (i.e. passive standby) when measured per the Test Method. 10

- B. <u>Submitting Product for Verification Testing</u>. For potential Winners in the Commercially Available Category, the Administrator will submit a notice to the Applicant using the contact information supplied by the Applicant requesting that the Applicant provide sample Product within fifteen (15) business days of being notified by the Administrator for verification testing using one of the following procedures:
  - (a) Applicant shall provide to the Administrator a list of 50 recent sales to retail outlets, including the serial numbers for the units, so the sample Products for verification can be obtained from one of those retail outlets as selected by the Administrator or its agents. Potential Winner shall arrange and pay all costs for transportation of test samples from a retail outlet to the test facility of the Administrator's choosing, and agree to provide acceptable crediting arrangements to the retail store

or

(b) If Applicant does not have 50 units of a Product model at retail outlets, it shall provide the Administrator details of the location of and serial numbers for at least 50 units of the subject Product model, from different Product batches in existing warehouse stock, from which the Administrator shall select two (2) samples for verification testing. Potential Winner shall then arrange and pay all costs for transportation of test samples of the selected Product model from warehouse stock to the test facility of Administrator's choosing; or

In the event that neither of the foregoing sample acquisition options is feasible, the potential Winner shall submit an alternative proposal to the Administrator for obtaining Product samples, which the Administrator may accept or reject in its sole discretion.

C. <u>Verification Testing Procedures</u>. Presumed winners will be responsible for providing two sample products for each potential award-winning product model for verification testing. Applicants are responsible for only the costs of supplying and transporting the sample products to the appropriate test facility. Verification testing costs will be paid for by participating SEAD governments.

Administrator may in its sole discretion disqualify any Applicant that fails to comply with the foregoing requirements and deadlines. Selection of the testing organization shall be in the sole discretion of the Administrator. If testing samples of the Products are visibly damaged during shipment, the laboratory shall document the damage with pictures. The laboratory shall promptly notify the Administrator of such damage to a sample, and the Administrator shall arrange with the Applicant for the provision of a replacement sample pursuant to the procedures previously described herein.

For verification testing, one of the two (2) samples of Product will be selected randomly and used for the verification testing. The second sample may be used for verification testing upon occurrence of one of the following: (1) If the initial test sample is damaged, the second sample shall be used for verification testing; (2) If the first sample fails to verify the Applicant's claims,

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<sup>&</sup>lt;sup>10</sup> See *Schedule 1: Testing* for information regarding Power Allowances for additional product functionalities in "Sleep Mode."

the second sample will be used to conduct a second test, provided the performance demonstrated by the first test is not more than 102% of the Applicant's claimed power performance. If the initial sample is damaged and the second sample fails to pass verification, a third sample will be procured as described herein.

While Administrator and/or the testing organization may decide to return Product model samples, Administrator shall have no obligation to return any Product model samples. The verification testing procedures are located at <u>Schedule 1</u> to these Official Rules and are incorporated by reference. If the verification tests confirm the information submitted in the Declaration of Performance, in the sole discretion of Administrator, then the Region and International Winners shall be finalized and announced.

If the verification testing does not support the Declaration of Performance, and the actual tested on-mode power consumption per unit area of the Product model is greater than the stated maximum on-mode power consumption per unit area for runner-up Product model in the Category, the tested Product model shall be rejected or re-tested in the sole discretion of the Administrator, the Applicant shall be so notified, and the foregoing testing process for the runner-up Product model in a category shall be repeated. In the event two or more Product models in a Category provide the same power performance as confirmed by verification testing, Administrator shall have the right to grant more than one Award in a Category in its sole discretion. The Product model with the lowest on-mode power consumption per unit area in the Commercially Available Category across all Regions shall also be granted the International Award for each size Product.

#### 7. Awards.

The following Awards will be granted in this Competition:

- a) A total of fifteen (15) Winners will be selected in the Commercially Available Product Category.
  - i. One Winner in each Product size category (small, medium and large) will be selected in each Region.
  - ii. One International Winner will be selected in each size category from the Region Winners.
- b) One (1) International Winner will be selected in the Emerging Technology Product Category.

Awards may not be given if in the Administrator's sole discretion, an insufficient number of applications were received. In its sole discretion, the Administrator may award more than one Winner in a Category. The Administrator anticipates that all Winners will be announced in 1 September 2013. All Winners will be required to attend an awards ceremony at a date and location to be announced by the Administrator.

#### RULES FOR ALL PRODUCT COMPETITIONS

#### 8. Award Restrictions.

Applicants and Winners acknowledge that the "SEAD" mark and all other intellectual property regarding the Competition (collectively, the "SEAD IP") are owned by the Administrator. Applicants and Winners agree not to challenge or seek to register any intellectual property associated with the Competition. Winners will be granted a limited personal license to the SEAD IP to advertise and promote the award

granted to the specific model of their Product for one year from the date of award. All use of the SEAD IP must be in compliance with the guidelines published by Administrator from time to time on the superefficient.org website and attached to these Official Rules and incorporated by reference. Winners agree not to use the SEAD IP or make any mention of winning an award that is not consistent with these guidelines, and to immediately cease all inconsistent use upon notice by Administrator. Winners may only promote that an award pertains to the specific model winning an award, and may not state or imply that the award applies to other Product models of a Winner. Winners may not use the SEAD IP to state or imply that the Administrator or any other entity or person associated with the Competition endorse or are affiliated with the Winner or its Products.

#### 9. Publicity.

Except where and as may be prohibited by law, participation in the Competition constitutes express permission of an Applicant for the Administrator (and those acting pursuant to the authority of the Administrator) to use each Applicant's name and application for the Competition in advertising, trade, and publicity purposes for the SEAD program and the Competition in all forms of media now known or hereafter discovered or devised, worldwide, in perpetuity, without further notice, review or approval, or compensation.

#### 10. General Conditions.

By participating in the Competition, each Applicant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and binding in all respects. By participating in the Competition, each Applicant waives any right to claim ambiguity in these Official Rules. An Applicant is not a Winner until it has fully complied with these Official Rules. The Administrator reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, extend, or suspend the Competition (in whole or in part) should non-authorized intervention, fraud, or other causes corrupt or affect the administration, security, fairness, or proper conduct of the Competition. In such case, the Administrator may grant awards from all eligible applications received for the Competition prior to and/or after (if appropriate) the action taken by Administrator or via some other means determined by Administrator in its sole and absolute discretion to be fair, appropriate and consistent with these Official Rules. Administrator reserves the right to disqualify any Applicant it determines, in its sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Competition, (b) defraud the Competition, (c) undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, the Administrator, or representatives of SEAD, or (e) act in violation of these Official Rules. In such event, the Administrator reserves the right (in addition to disqualification of such Applicant) to seek damages from any such Applicant to the fullest extent permitted by law. The Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Any entity that enters the Competition through means not permitted by these Official Rules is subject to disqualification. The Administrator is not required to respond to questions about the Competition.

#### 11. General Release and Waiver of Claims.

By entering this Competition, each Applicant hereby releases the Administrator, SEAD, and all of their respective parents, subsidiaries, affiliates, advertising agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the "Releasees") from: (i) any and all liability, loss, harm, damage, cost, expense, or claims, including third party claims based on publicity and/or privacy rights, defamation, and intellectual property associated with the Applicant or Winner's participation in this Competition, any award associated with this Competition, and/or use or misuse of any award in connection with this Competition, including, but not limited to, all reasonable counsel fees and

court costs incurred; (ii) anything related to the Competition, or execution of this Competition (or participation therein), including preemption, cancellation, or rescheduling; and (iii) anything that may occur in connection with acceptance and/or use of the award or while participating in the Competition, even if caused or contributed to by the negligence of Releasees.

#### 12. Limitations of Liability.

Neither Administrator's nor any other Releasee is responsible for lost, late, incomplete, stolen, misdirected, illegible, erroneous or incomplete applications. Neither Administrator nor any other Releasee is responsible for any incorrect or inaccurate information, whether caused by Applicant, tampering, or by any of the equipment or programming associated with or utilized in the Competition, and neither Administrator nor any Releasee assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Competition, or for any damage to any computer related to or resulting from participating in the or entity Competition. No responsibility is assumed by the Administrator for lost, late, mutilated, incomplete, illegible, stolen, misdirected, erroneous or delayed entries or e-mail; or for any computer, telephone, cable, satellite, network, electronic or on-line/Internet hardware or software malfunctions, failures, connections, or availability, or garbled or jumbled transmissions, or service provider/Internet/website use, accessibility or availability, or traffic congestion, or unauthorized human intervention, other errors of any kind, including without limitation, testing results, whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries by such methods. No responsibility is assumed by the Administrator for any incorrect or inaccurate information, whether caused by Applicants, website users, testing organizations, tampering, hacking, Product testing or by any of the equipment or programming associated with or utilized in the Competition; and none of the Releasees assume any responsibility for any error, omission, interruption, deletion, defect, delay in operation of the Competition. IN NO EVENT WILL THE ADMINISTRATOR OR ANY RELEASEE BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, COMPETITION, OR ADMINISTRATION OF, THE COMPETITION, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF AN AWARD. WITHOUT LIMITING THE FOREGOING, ALL AWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR ANY ATTEMPT BY AN APPLICANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

#### 13. Choice of Law.

All United States federal, state, and local laws and regulations apply to the Competition, regardless of Region. Applicants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Competition, or any award, or the determination of the Winners, shall be resolved

individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition but in no event attorneys' fees. All Applicants acknowledge and agree that the Competition shall be administered solely in the District of Columbia, United States of America, and that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Applicant and/or Administrator in connection with the Competition, shall be governed by, and construed solely and exclusively in accordance with, the laws of the District of Columbia, United States of America, without regard to conflicts of law/choice of law doctrine of any other jurisdiction, and all proceedings shall exclusively take place in the United States District Court for the District of Columbia. Applicant agrees to the exclusive jurisdiction of such court and waives any right to change of venue or any like right.

#### 14. Copy of Official Rules.

Official Rules may be obtained by visiting Administrator's website at <a href="www.superefficient.org">www.superefficient.org</a> during the Competition Period.

#### 15. Copy of Winner's List.

For a list of Winners visit the website of the Administrator located at www.superefficient.org.

Administrator: Collaborative Labeling & Appliance Standards Program (CLASP), 2021 L St. NW, Suite 502, Washington, DC 20036

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### SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEAD<sup>TM</sup>) INITIATIVE GUIDELINES FOR USE OF INTELLECTUAL PROPERTY

#### 1. Use of SEAD Marks and References to the Competition.

Subject to the Official Rules for the Super-efficient Equipment and Appliance Deployment ("SEAD") Initiative Awards Competition (the "Competition"), and using the same capitalized terms as used in the Official Rules unless indicated herein to the contrary, pursuant to these policies and guidelines ("Guidelines"), each Winner shall have a non-exclusive, nontransferrable, restricted, revocable limited right to use and refer to the phrase "SEAD Global Efficiency Medal Winner" (the "Phrase"), solely in a factual manner or context, and solely in connection with materials or activities specifically related to the particular Winning Product that (i) have been previously reviewed and approved by the Administrator in the first instance; and (ii) must comply with the Guidelines at all times. Once the use of the Phrase and SEAD name in materials or activities has been approved by the Administrator, subsequent materials or activities that do not alter or modify the use of the Phrase or SEAD name need not be submitted for approval. Except upon the prior written consent of the Administrator in each instance, the Phrase and SEAD name must only be used in association with the Winning Product as submitted in the contest where the model and release number are identical. For the avoidance of doubt, the Phrase and SEAD name may not be used in any way or for any purposes whatsoever in connection or association with other non-Winning products or models that may be considered upgrades or derivatives of the Winning Product.

1.2

- 1.2.1 Any use or reference of the Phrase or to the SEAD name beyond use in a factual manner or context (for example, packaging, advertising, marketing materials and/or the Contest entry's website for the Winning Product), shall require the winner to:
  - 1.2.1.1 obtain written permission from the Administrator prior to its use or distribution, including where such approval is contingent on strict adherence to the Guidelines.
  - 1.2.1.2 maintain the quality controls and abide by the minimum standards of quality control provided in the Guidelines.
  - 1.2.1.3 execute such further documents, assignments, agreements, and instruments and take any further acts as the Administrator may deem necessary and reasonably request in order to effectuate these terms.
- 1.2.2 The Administrator will retain all rights, including intellectual property rights, associated with the Phrase (and any variants) and the SEAD name and reserves the right to monitor and/or police the use of the Phrase or any other reference to SEAD names, marks or trademarks, including without limitation, on any Winning Product or other materials associated with the Winning Product.
- 1.2.3 It is understood the Guidelines may be updated and/or modified periodically in the Administrator's sole discretion, and you agree to accept and be bound by any updates and/or modifications. You further agree to abide by your use or reference of the Phrase or any other SEAD names or marks in a manner expressly consistent with the minimum standard of quality controls specified and as updated and/or modified in the Guidelines.

#### 2. Intellectual Property and Publicity Rights.

- 2.1 As between the Applicants and Administrator, the Administrator is the owner of the service mark/trademark **SEAD**. Applicant acknowledges the Administrator's exclusive right, title and interest in and to the SEAD name and will not, at any time, do or cause to be done any act or thing contesting or impairing such rights, titles and interests. Applicant further acknowledge that the sole right granted to a Winner under these Guidelines and the Official Rules is to use the Phrase solely and specifically in connection with those materials or activities associated with the Winning Product and that are previously approved by the Administrator as a result of winning the Competition, and for no other purpose whatsoever. Any and all goodwill that arises from your use of the Phrase will inure to the sole benefit of SEAD.
- 2.2 Applicant agrees not to challenge, oppose, petition to cancel or otherwise attack the validity of the SEAD name or trademark and/or the Administrator's ownership thereof. You acknowledge that you have no right, title or interest in the Phrase or the SEAD name, and that nothing in these Guidelines or the Official Rules shall be construed as an assignment of any right, title or interest in the Phrase or the SEAD name, except the limited right to use and refer to the Phrase as provided in this agreement and under these Guidelines.
- 2.3 Applicant acknowledges and agrees that the Administrator has complete authority to control use of the SEAD name or marks. Applicant shall use the Phrase in strict compliance with the provisions of the Official and in conformity with the Guidelines, as amended from time to time. Should Applicant fail to comply with the Guidelines as outlined in the Appendix, or fail to maintain proper quality controls and/or act, behave and/or do anything to negatively impact the goodwill and/or the SEAD name, the Administrator shall have the right in its sole discretion to terminate the rights granted under these Official Rules or Guidelines at any time.
- 2.4 Applicant acknowledges and agrees that the Administrator shall have the sole right and discretion to determine whether any action should be taken to terminate unauthorized use of the Phrase or the SEAD name, or settle any proceeding brought by SEAD to terminate such unauthorized use. All proceeds from any enforcement action shall belong exclusively to the Administrator.
- 2.5 By participating in this Competition, Applicant agrees and hereby grants the Administrator permission to use statements, quotes, testimonials, photographs, designs, models, and/or any other material(s) provided by you as part of the Competition entry, as well as your name, photograph, likeness, and, if applicable, the name of eligible Applicant's company and affiliation, for advertising, and/or promotional purposes without any additional compensation to eligible contestant unless prohibited by law. Applicant retains ownership of the Products' intellectual property rights in the Competition entry, subject to the Administrator's rights to reprint, display, reproduce, perform, and exhibit the Competition entry for advertising and/or promotional purposes. By participating in this Competition, Applicant agrees that any materials we generate in reviewing and accessing the Products is the sole property of the Administrator.

## SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEAD<sup>TM</sup>) INITIATIVE SCHEDULE 1: TESTING

#### S1.1 Displays

#### S1.1.1 Test measurement standard

The Test Method for the Version 6.0 ENERGY STAR Product Specification for Displays (the "Test Method") shall be used for verification testing in the Competition, with variations as specified herein.

#### S.1.1.2 Power Allowances for functionalities in "Sleep Mode" 11

The following power allowances for Sleep Mode are permitted for Products with the specified additional functionalities:

Additional Functionality	Included Types	Power Allowance (watts)
Bridge Connection <sup>12</sup>	USB 1.x	0.1
	USB 2.x	0.5
	DisplayPort, Thunderbolt, USB 3.x	0.7
Network Capability <sup>13</sup>	Wi-Fi	2.0
	Fast Ethernet	0.2
	Gigabit Ethernet	1.0
Sensor	Occupancy Sensor	0.5
Memory	Flash memory-card/smart-card readers, camera interfaces, PictBridge	0.2

<sup>&</sup>lt;sup>11</sup> As defined in the Version 6.0 ENERGY STAR Product Specification for Displays.

<sup>&</sup>lt;sup>12</sup> A physical connection between two hub controllers, typically, but not limited to, USB or FireWire, which allows for expansion of ports typically for the purpose of relocating the ports to a more convenient location or increasing the number of available ports (Ref: Version 6.0 ENERGY STAR Product Specification for Displays)..

<sup>&</sup>lt;sup>13</sup> An ability to obtain an IP address when connected to the network (Ref: Version 6.0 ENERGY STAR Product Specification for Displays).

## SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEAD<sup>TM</sup>) INITIATIVE ATTACHMENT A: DECLARATION OF PERFORMANCE

Applicant Details				
Applicant Name				
Applicant Company Name				
Applicant Company Postal Address				
Applicant Company Street Address				
Applicant Telephone				
Applicant Facsimile				
Applicant Email Address				
Manufacturer Details (if different from above)				
Manufacturer Contact Name				
Manufacturer Company Name				
Manufacturer Street Address				
Manufacturer Postal Address				
Manufacturer Telephone				
Manufacturer Facsimile				
Manufacturer Email Address				
Produ	ct Details			
Award Category	Commercially Available			
- manu canagary	☐ Emerging Technology			
Model Number				
Power Supply Type	☐ External			
Brand Name				
Country of Manufacturer				
For Emerging Technology products, provide a short description of efficiency-related design features (Provide an additional sheet if required)				

For Which Markets is this	Australia	☐ Europe			
Product Nominated?	☐ India	☐ North America			
Month/Year First Available (m	nm/yyyy)				
For Commercially Available p provide a Shipment Plan of th Product (Provide an additiona required)	e Nominated				
Expected Period of Shipment					
Similar Product Models not N (e.g. Family Product Models)	ominated				
Declared Product Characteristics					
Nameplate/EPS Input Frequ (Hz)	ency Range				
Nameplate/EPS Input Voltag	ge Range (V)				
Nameplate/EPS Input Curre	nt (A)				
Nameplate/EPS Input Powe	r (W)				
Viewable Screen Width (cm)	)				
Viewable Screen Height (cm	n)				
Nominal Diagonal Screen S	ize (cm)				
Nominal Screen Area (cm²)					
Nominal Aspect Ratio					
Screen and Backlight Techn	ology				
Maximum Luminance (cd/m²	<sup>2</sup> )				
As-shipped (default) Lumina	nce (cd/m²)				
Lines of Vertical Resolution					
Sleep Mode (Passive Stand	by) Power (W)				
On Mode Power (W)					
Minimum Energy Performan Mode (W/cm²)	ce Claim in On				