

Official Look Both Ways Public Service Announcement

"LOOK BOTH WAYS"

MAPFRE Foundation

and

Massachusetts Department of Transportation

Terms and Conditions of the Competition

2024 Edition

1.- Purpose of the competition

Fundación MAPFRE, with registered offices in Madrid, Paseo de Recoletos, No. 23 and Massachusetts Department of Transportation, with offices at 10 Park Plaza, Boston, Massachusetts, convene Official Look Both Ways PSA "**Look Both Ways**" (**hereinafter the Competition**) with the aim of promoting imaginative initiatives in the school community, focusing on safe behavior and values that generate sustainable and healthy mobility related to getting to school.

The Competition will also help to amplify the message of road safety by giving pupils a voice in providing advice on safe and sustainable mobility, both in their home environment and in the municipality as well as to the general public.

The aim of the Competition is to promote the road safety values of Sustainable, Safe, Healthy and Inclusive Mobility and to encourage students, from their own perspective, to write a script in order to raise awareness and convey the importance of behavior and attitudes, fostering respect, tolerance and a sense of coexistence in the shared mobility space.

In this way, the scope of the Competition aims to reach the entire educational community (students, teachers, families, institutions and society in general). It will be carried out in Massachusetts. Eligibility for the school and the students is set out in these terms and conditions.

2.- Participants and Eligibility

One category of eligible participants is established:

Only students currently enrolled in a Massachusetts high school for the 2024 school year are eligible.

3.- Registration and submission of the script

In order for students to participate in the Competition, the students' school must register for the Competition by completing a form that will be provided and which will contain the following information:

- Name of the high school
- Full postal address of the high school
- Email of the contact person at the high school
- Contact telephone number of the high school
- Academic year of students entered into the competition
- Number of student participants in the team
- Full name of the person coordinating the Competition at the high school
- Email address of the person coordinating the Competition at the high school
- Coordinator's contact telephone number

All entries must be submitted by midnight on March 29th, 2024. (If you submitted and did not receive an email confirming your entry please email info@lookbothwaysafety.org with the subject: LBW PSA Entry)

For this purpose, as indicated in the registration form, the high school must designate a person responsible for coordinating all matters relating to their student's participation in the Competition.

Entry Guidelines:

1. Only one (1) video script per team is allowed.
2. Students may enter as a team. Each high school can have multiple teams.
3. Prize money will be awarded only to the high school in the "PSA Contest" Submission Form" and the funds must be used by the high school to teach road safety to students.
4. Only entries submitted through the email address info@lookbothwaysafety.org will be considered.
5. The PSA must be at least thirty (30) seconds in length and may not exceed sixty (60) seconds in length.
6. The PSA must be appropriate for all ages but geared toward a high school audience.
7. No commercial content is permitted (music, video, animation). Evidence of rights will be verified before a winning submission is chosen. The PSA script must be original to the team and not developed elsewhere.

8. The winning team will work with professional video producers at Boston creative communications agency Conover Advertising (d/b/a CTP) but teams may not utilize assistance from other professional resources in developing their entries.
9. Entries must include the name of a single student leader and a faculty advisor. The faculty advisor can support more than one team at their school.
10. By submitting an entry, each team agrees that the winning PSA will be produced and used across media to promote a safe roads message.
11. All entries received become the sole property of Fundación MAPFRE and will not be acknowledged or returned.
12. Entries will not contain any profanity or inappropriate language.

There is no fee to enter this Competition and no purchase is necessary to participate in this Competition.

4.- Deadline for submission of entries to the Competition

All entries must be submitted by no later than midnight on March 29th, 2024. Fundación MAPFRE and MassDOT are not responsible for electronic transmission errors or traffic congestion on the Internet.

5.- Selection of the winning entries

All entries that have been properly submitted by the deadline and in compliance with these rules will be judged by a single judging panel appointed by:

1. Representatives from Fundación MAPFRE, Massachusetts Department of Transportation (MassDOT), and Conover Advertising (d/b/a CTP). Members of the judging panel will not include any employees of Fundación MAPFRE, the Massachusetts Department of Transportation or Conover Advertising who have a family member in a participating Massachusetts high school classroom as a teacher or student.
2. No team shall be allowed to have any member or faculty advisor related to anyone employed by Fundación MAPFRE, the Massachusetts Department of Transportation or Conover Advertising.
3. The winner will be chosen based on three factors:
 - a. **Creativity.** The script must be original and creatively grab and maintain the attention of the primary audience.

b. Clarity. The script must deliver a clear road safety message that resonates with the primary audience and is memorable.

c. Production. The idea should not rely on celebrities, licensed music or multiple locations to shoot the video that will be costly and difficult to produce.

4. Judging of a creative idea is subjective and chosen based on the committee's consensus belief on which entry best met the criteria.

Fundación MAPFRE and MassDOT reserve the right to declare the Competition void, if, in the opinion of the judging panel, none of the works presented is of a sufficient level to be awarded a prize.

Fundación MAPFRE and MassDOT reserve the right to verify, by any procedure they deem appropriate, that the entries in the Competition comply with all the requirements established in these terms and conditions, as well as to request as many authorizations and documents as may be necessary due to the underage status of the authors of the entries. For this purpose, they may request at any time from any high school that has submitted an entry and, in particular, from those schools whose students are the creators of the winning entries, the information and documentation necessary to confirm compliance with these terms and conditions. Failure to provide the requested information or documentation within twenty (20) calendar days of being requested to do so may result in the immediate elimination of the entry and, if applicable, the loss of the prize, without the need for any notification.

6.- Prize

A member from the judging panel will notify winners about 4-6 weeks from the final submission deadline upon careful review and selection. Any prizes awarded for a winning entry will be awarded to the high school that the winning students attend and will be used to educate students on road safety.

If there is an entry that the judging panel deems meets the necessary criteria, Fundación MAPFRE and MassDOT will award the following prize:

1. One (1) winning entry will be chosen from those that submit by the March 29th, 2024 deadline, and that winning team will work with CTP to produce the video, which will be shared across media. The winning team's high school will receive USD 3,000.00 and their students will be promoted across sponsor channels.
2. Second and third-place winners will have their entries shared on the lookbothwaysafety.org website and those teams will be promoted on the website and social media.

Fundación MAPFRE and MassDOT may substitute a prize of equal or greater value.

7.- Communication and awarding of prizes

If the judging panel selects a winning entry, the prizes will be awarded on or about May 9th, 2024, and will be communicated to the high school's Competition coordinator, who in turn will be responsible for notifying the winning team of students.

8.- Intellectual property rights

All intellectual property rights attaching to the script and entries submitted to the Competition (reproduction, public communication, distribution and transformation) shall be assigned to Fundación MAPFRE and MassDOT, without any territorial or time limit, with both Fundación MAPFRE and MassDOT acquiring the right to publish them, by any system or format, modality or procedure, although the Fundación MAPFRE and MassDOT will credit the authorship and name of the students and the high school to which they belong. The high school submitting entries to the Competition declares and guarantees that the work has been created by the students indicated and is original, so that its submission to the Competition does not infringe any copyright.

The winners of the prizes authorize Fundación MAPFRE and MassDOT, without territorial or time limit, to publish, reproduce, disseminate and use by all written, spoken and filmed media in any form by any means and on any support, their name and surname, image and voice, provided that the purposes are publicity and information in relation to the purposes of this Competition. If the winning students are underage, whoever holds the parental authority or legal representation of the winning students will provide such authorization on the students' behalf.

9.- Liability

By submitting an entry form, participants agree that Fundación MAPFRE and its Partners, Mass DOT and CTP ("Partners"), will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Competition, or any activity associated herewith.

Fundación MAPFRE and its Partners are exempt from any liability that may arise for reasons beyond the control of said organizations, as well as from any circumstance attributable to third parties that may affect the correct participation or the correct enjoyment of the prize.

Fundación MAPFRE and Partners shall not be liable for the services that any other entity with which it collaborates provides to the winners as a result of the prizes awarded, nor for any damages, understood in the broadest possible manner.

10.- Data protection

In accordance with the applicable regulations on personal data protection, all data provided will be processed by Fundación MAPFRE and Conover Advertising (d/b/a CTP) in order to properly manage the Competition and comply with the specific purposes in these rules together with those stated by each of the entities listed below:

Fundación MAPFRE / Conover Advertising (d/b/a CTP)

The person in charge of the educational establishments that enter the Competition (hereinafter in this clause, the "Participant") is informed and expressly consents by accepting this document to the processing of the data provided voluntarily in the same, as well as all data that may be provided to Fundación MAPFRE / Conover Advertising (d/b/a CTP) and that obtained through the recording of images, telephone conversations or as a result of browsing the Internet web pages or other means, on the occasion of the application or participation in the Competition, hereinafter Activity, even once the relationship has ended, including, where appropriate, any communications or international transfers of the data that may be made, all for the purposes detailed in the Additional Information on Data Protection.

In the event that the data provided refers to third parties other than the Participant, the Participant guarantees to have obtained and to have the prior consent of such third parties for the communication of their data and to have informed them, prior to their inclusion in this document, of the purposes of the processing, communications and other terms set forth herein and in the Additional Information on Data Protection.

Likewise, in the event that the data provided relates to minors, the Participant represents that it has obtained from the minor's father/mother or legal guardian, authorization for the processing of said data including, as the case may be, data relating to health, in order to manage the purposes detailed in the Basic data protection information section.

The Participant guarantees the accurateness and truthfulness of the personal data provided, undertaking to keep them duly updated and to notify Fundación MAPFRE / Conover Advertising (d/b/a CTP) of any change to this information.

Basic data protection information

Responsible entity: Fundación MAPFRE / Conover Advertising (d/b/a CTP)

Purposes: Managing the Activity

Legitimacy: Consent of the interested party.

Recipients: Data may be communicated to third parties by legal obligation and/or data transfers may be made to third party countries under the terms established in the Additional Information.

Rights: You may exercise your rights of access, amendment, erasure, limitation, opposition and portability, detailed in the Additional Data Protection Information.

Additional Information on Data Protection: You can consult the Additional Data Protection Information for:

Fundación MAPFRE at: <https://www.fundacionmapfre.org/en/privacy-security/>

Conover Advertising (d/b/a CTP) at: <https://www.ctpboston.com/privacy-policy/>

In any event, consent to the processing of your data for said purpose is of a revocable nature and you may withdraw your consent at any time or exercise any of the rights mentioned, in the manner indicated in the Additional Data Protection Information.

11.- Acceptance of these terms and conditions

Potential participants are informed that simply participating in the "Official Look Both Ways PSA competition" organized by Fundación MAPFRE and MassDOT implies full acceptance of these terms and conditions, as well as the decisions of the organizers.

Fundación MAPFRE and MassDOT reserve the right to disqualify entries that do not comply with these terms and conditions and especially any entry in which untruthful information is provided.

12.- Amendments and/or Annexes

Fundación MAPFRE and MassDOT reserve the right to make changes to the conditions of this Competition or to add subsequent annexes on its mechanics and prizes, or postpone or cancel the Competition entirely.

13.- In case of dispute

In the event of any disagreement between the participants in the Competition and Fundación MAPFRE and/or MassDOT, the state and federal Courts located in and serving the Commonwealth of Massachusetts will be competent to hear any disputes that may arise, and the participants in this Competition expressly waive their own jurisdiction, should it be different from that agreed. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, exclusive of its choice of law provisions.