



SEAD

GLOBAL EFFICIENCY MEDAL

**2015 Television Awards Competition
Official Rules**

**FINAL
6 January 2015**

SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEAD™) INITIATIVE

2015 TELEVISION 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 the most energy efficient flat-panel televisions on 1 October 2012. The 2013 competitions focused on computer monitors and electric motors, and the 2014 competition focused on lighting products; subsequent rounds will cover different product categories. This round will again focus on televisions, which are responsible for about 6-8% of global residential electricity consumption. 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” or “Administrator”) serves as the Administrator for the Competition.

2. Who Should Apply.

Manufacturers or resellers (private labellers) of commercially-available and emerging technology flat panel television products (the “Products”)¹ are invited to submit applications (hereafter “Applicants”). No other entities or people are eligible for participation. The Contest is subject to all applicable laws. Void where prohibited by law. Eligibility may be verified at any time. All Applicants are solely responsible for their entries.

3. Award Categories.

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

- 1) Products that are currently commercial available;
- and

¹ Eligible Products include flat-panel televisions as defined in IEC 62087 Ed. 3.0, of the following technology types: Liquid Crystal Display (LCD) (regardless of backlight technology), Plasma Display Panel, and Organic Light Emitting Diode (OLED). Eligible televisions must have displays with a minimum resolution capability of 720p for the “small” size category and 1080p (full HD) for the “medium” and “large” size categories as specified in Table 1 and at least one tuner platform capable of receiving and decoding digital television signals for vision and sound (e.g., integral digital television tuner platform for cable, terrestrial or satellite broadcasting). Televisions using front and rear projection technology or cathode ray tube (CRT) technology are not eligible to enter the Competition. A Product composed of two or more components (e.g., display device and tuner) marketed and sold as two components is not eligible for the Competition.

- 2) Emerging technology Products planned for mass production within two (2) years².

Each category is further divided into:

- 1) Four geographic regions,
and
- 2) One international category.

The Category for Products that are commercially available is also divided into three sizes.

For purposes of this Competition, awards will be granted to the best performing Product in each of the Categories, with performance defined as power consumption per unit screen area during normal “on” mode (i.e., W/cm² or W/in²), with products set to their default, as-shipped “home” picture mode, as determined by Administrator, through its testing methods, and in its sole discretion. Applicants are invited to nominate their eligible products (“Products”) that are offered for sale (regardless of location of manufacturer) in each defined Category in one or more of four (4) geographic regions consisting of Australia³, the European Region⁴, India⁵, and North America⁶ (individually a “Region,” collectively, the “Regions”). Products must satisfy all of the criteria relevant to the Category in order to be eligible for an award in a particular Category.

The best performer in each Category among all of the Regions will be declared an “International Winner” for the Category. All models nominated for a Region award will be considered for the International awards, so an Applicant need only nominate Products at the Region award level.

Applicants may nominate only a single Product model for each Category-and-Region combination. A total of up to twenty (20) awards, sixteen (16) Regional and four (4) International winners (individually a “Winner,” collectively, the “Winners”), will be granted.

Applicants may nominate Products for consideration in any Region, regardless of the location of the manufacturer of the Product, provided that all of the specified criteria are satisfied for each nominated Product. For example, a Product manufactured in Japan and sold globally may be nominated in any and all Regions for which it qualifies.

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.

Product size categories are defined in Table 1:

² Failure to meet these criteria may foreclose Applicants from future Competitions.

³ For purposes of this Competition, limited to Australia

⁴ For purposes of this Competition, the European Region consists of all EU28 countries and the EFTA-countries Switzerland, Norway, Iceland and Liechtenstein

⁵ For purposes of this Competition, limited to India

⁶ For purposes of this Competition, limited to the United States and Canada

Table 1: Size Categories for Commercially Available Products

	Small Category	Medium Category	Large Category⁷
Viewable Screen Area	Less than 2465 cm ² (382 in ²)	2465 cm ² (382 in ²) to 5070 cm ² (786 in ²)	5071 cm ² (787 in ²) to 6890 cm ² (1068 in ²)
Nominal Diagonal Screen Size ⁸	29.9 in or less	30 in to 42.9 in	43 in to 50 in

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, 12 Region and 3 International winners (collectively, a “Winner”) will be granted in the Commercially Available Product category. 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 China and sold globally may be entered in any and all Regions. Applicants may nominate only a single Product model for each of the 12 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 the four (4) Region awards for this Category. This Category is intended for models of Products planned for mass production that will be offered for sale in the Region in which they are nominated within two (2) years of the end of the Competition Period (as defined below). A total of five (5) awards, comprised of four (4) Region Winners and one (1) International Winner may be granted in the Emerging Technology Product Category. All models nominated at the Region level will be considered for the International award, so Applicants only need to nominate Products at the Region level. 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 a given Region or the International category if in its sole discretion, no Product model application in this Category achieves a materially significant on-mode power consumption improvement over Products currently on the market.

Table 2: Summary of the Television Award Categories

Category	Commercially Available Products			Emerging Technology Products
	Small	Medium	Large	
Australia	•	•	•	•
Europe	•	•	•	•
India	•	•	•	•
North America	•	•	•	•
<i>International</i>	•	•	•	•

⁷ Note: Televisions with screen area larger than 6890 cm² (1068 in²) are eligible for the SEAD Award, but a value of 6890 cm² shall be used as the screen area in the efficiency calculation for these products.

⁸ This information is included in the table for informational purposes only.

4. Energy Efficiency and Quality Evaluation.

The conditions identified in the table below for measuring the energy efficiency and the quality of products submitted to this Competition shall apply to all Categories.

Table 3: Summary of Criteria for Nominated Products

Metric	Criteria	Test method
Power consumption per unit screen area (W/cm² or W/in²)	Primary metric for competition; measured in the default, as-shipped picture mode	IEC 62087-3 Ed. 1.0 ^A
Passive standby power (W)^(B)	Nominated models must consume less than or equal to 0.30 Watts	IEC 62301 Ed. 2.0
Active (low) standby power (W)	Nominated models must consume less than or equal to 2.0 Watts	IEC 62301 Ed. 2.0
Measured peak luminance (%)	Nominated models' measured peak luminance in the default, as-shipped picture mode must be greater than or equal to 65% of measured peak luminance in the brightest-selectable preset picture mode	See Schedule 1
Measured minimum luminance (cd/m²)	Nominated models' measured minimum luminance in the default, as-shipped picture mode must be greater than: Small Category: 150 cd/m ² Medium Category: 190 cd/m ² Large Category: 220 cd/m ²	See Schedule 1
Notes:		
(A) If this test method is not yet available when the verification testing period begins, the competition will use IEC 62087 Ed. 3.0.		
(B) Passive standby power is used here as defined as 'Standby-passive' mode in IEC 62301 Ed 2.0, referring to how a product can be switched on (e.g., via a remote control). This is equivalent to 'off mode' in the European Commission Regulation No 642/2009.		

5. Competition Period.

The Competition begins at 12:00:01 a.m. Eastern Time ("ET") on 7 January 2015 and ends at 11:59:59 p.m. ET on 31 March 2015 ("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.

6. How to Enter.

- A. Declaration of Performance. Applicants must enter the Competition by submitting a completed Declaration of Performance (see Attachment A incorporated in these Official Rules by reference) for each nominated model of their Product in a Region via email to the Administrator at awards@superefficient.org. 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-mode⁹ reporting for the Product model such that all 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 purposes for the Competition, all reported power values greater than 1.0 W shall be reported to the nearest 0.1 W. Power consumption values less than 1.0 W shall be reported to the nearest 0.01 W. All dimensional values shall be reported to the nearest 0.1 cm or 0.1 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 in Table 4.

Table 4: Minimum sales thresholds per region

	Commercially Available Products	Emerging Technology Products
Australia	5,000 units	No threshold
Europe	10,000 units in one country or 50,000 units across all EU28 and EFTA-countries	
India	5,000 units	
North America	50,000 units	
Applicant may define the sales period, not exceeding 12 months, and may provide a start date for the sales period between 1 January 2015 and 1 October 2015. Applicant will be required to submit a shipment plan of the nominated product model with sales projections based on past sales for the same or a similar product model.		

- B. Other Application Information. All other information on the application form must be completed or the application will be deemed void. All information provided must be truthful, accurate, and complete. Applicant agrees to cooperate with the Administrator to supply other information regarding the Product requested by Administrator within the time period specified 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 the Administrator. All applications, including Declarations of Performance, shall become the sole property of the 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 Applicants 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 current plans to disclose information about nominated products that do not win an award.

⁹ As defined in IEC 62087-3 Ed. 1.0. If this test method is not yet available when the verification testing period begins, the definition will be that described in IEC 62087 Ed. 3.0 Clause 11.6.

7. 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), with products set to their default, as-shipped “home” picture mode. The conditions and procedures for measuring this performance are described in IEC 62087-3 Ed. 1.0.¹⁰ The relevant test procedures in IEC 62087-3 Ed. 1.0 form the basis for testing in all of the participating Regions.¹¹

The Administrator will use the on-mode power consumption and screen area values set forth in the Declarations of Performance to identify potential winning models in each Region for each Category.

In the event that two Products claim equivalent power consumption per unit screen area, 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 power consumption per unit screen area, the more energy-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) a product model consumes more than 0.30 Watts in a passive standby mode¹² when measured per IEC 62301 Ed. 2.0

or

- (b) a product model consumes more than 2.0 Watts in a low-power active standby mode when measured per IEC 62301 Ed. 2.0

or

- (c) a product model’s measured peak luminance in the default, as-shipped picture mode is not greater than or equal to 65% of measured peak luminance in the brightest-selectable preset picture mode

or

- (d) a product model’s measured minimum luminance in the default, as-shipped picture mode is not greater than 150 cd/m² in the Small Category; 190 cd/m² in the Medium Category; and 220 cd/m² in the Large Category.

- B. Submitting Product for Verification Testing. For potential Winners in the Commercially Available Category, the Administrator will submit a notice to the Applicant using the contact

¹⁰ If this test method is not yet available when the verification testing period begins, the conditions and procedures for measuring this performance will be those described in IEC 62087 Ed. 3.0 Clause 11.6.

¹¹ If this test method is not yet available when the verification testing period begins, the relevant test procedures used will be those described in IEC 62087 Ed. 3.0.

¹² Passive standby power is used here as defined as ‘Standby-passive’ mode in IEC 62301 Ed 2.0, referring to how a product can be switched on (e.g., via a remote control). This is equivalent to ‘off mode’ in the European Commission Regulation No 642/2009.

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 that two (2) 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. Verification Testing Procedures. 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;

or

(2) If the first sample fails to verify the Applicant's claims, 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 the 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 Schedule to these Official Rules and are incorporated by reference.

If verification testing confirms 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 confirm the information submitted in 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 shall be repeated for the provisional runner-up Product model in a Category.

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 a Category across all Regions shall also be granted the International Award for that Category for each size Product.

- D. Disqualification. Administrator may in its sole discretion disqualify any Applicant that fails to comply with the foregoing requirements and deadlines.

8. Awards.

The following awards (the “Awards”) will be granted in this Competition: A total of up to twenty (20) winners will be selected.

- A. A total of fifteen (15) Winners will be selected in the Commercially Available Product Category.
- a. One Winner in each Product size category (small, medium and large) will be selected in each Region.
 - b. One International Winner will be selected in each size category from the Region Winners.
- B. A total of up to five (5) Winners may be selected in the Emerging Technology Product Category.
- a. One Winner will be selected in each Region.
 - b. One International Winner chosen from the Region Winners.

Collectively, upon verification, the “Winners.” 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 October 2015. All Winners will be strongly encouraged to attend an awards ceremony at a date and location to be announced by the Administrator. However, no travel or accommodations will be awarded as part of any Award.

9. 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 two years 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.

10. 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. This permission is perpetual and irrevocable.

11. 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.

12. 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) 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. Each Applicant also agrees to release, discharge, indemnify, and hold harmless Administrator and all other Releasees from any claims, losses, and damages arising out of, or relating to: Applicant's participation in this Competition or any Competition-related activities and the acceptance and use, misuse, or possession of any Award awarded hereunder (including, without limitation, any misrepresentation made by the entrant in connection with the Competition; any disclosure of information by Administrator allowed under these rules; Applicant's use or misuse of the SEAD IP; any non-compliance by the Applicant with these Official Rules; the Products, including, without limitation, the development, sale, use, distribution, manufacture, malfunction, design, or product liability of the Products; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the Applicant's involvement with the Competition; acceptance, possession, misuse or use of any Award or participation in any Competition-related activity or participation in this Promotion; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any Award or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death.

13. 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 EXCLUSIONS. ANY ATTEMPT BY AN APPLICANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION 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.

14. 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.

15. Copy of Official Rules.

Official Rules may be obtained by visiting Administrator's website at www.superefficient.org during the Competition Period.

16. 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 Street NW, Suite 502, Washington, DC 20036.

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SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEAD™) INITIATIVE

GUIDELINES FOR USE OF INTELLECTUAL PROPERTY

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

1.1 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, non-transferrable, 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 SEAD 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 SEAD, 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 SEAD 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 SEAD 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 SEAD may deem necessary and reasonably request in order to effectuate these terms.

1.2.2 SEAD 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 SEAD'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 owned 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 SEAD, SEAD is the owner of the service mark/trademark SEAD.

Applicant acknowledges SEAD'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 SEAD 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 SEAD'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 SEAD 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, SEAD 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 SEAD 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 SEAD.
- 2.5 By participating in this Competition, Applicant agrees and hereby grant SEAD 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 SEAD'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 SEAD.

SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEAD™) INITIATIVE SCHEDULE 1: TESTING

S1.1 Televisions

S1.1.1 Test measurement standard

“On” mode power shall be measured in accordance with the “On (Average)” method specified in IEC 62087-3 Ed. 1.0, with variations as specified herein.¹³ Standby mode power shall be measured in accordance with the IEC 62301 Ed. 2.0.

S1.1.2 Automatic Brightness Control measurement method

For televisions with Automatic Brightness Control enabled, on mode power shall be measured at the illuminance values outlined in United States Department of Energy regulations, section 7.3.1 of Appendix H to subpart B of 10 CFR 430: 100, 35, 12, and 3 lux.

S1.1.3 Luminance measurement method

Luminance shall be measured with a test pattern conforming to Figure 1. This pattern shall have an average picture level (APL) of 50%. Luminance measurements shall be taken from the geometric center of the screen.

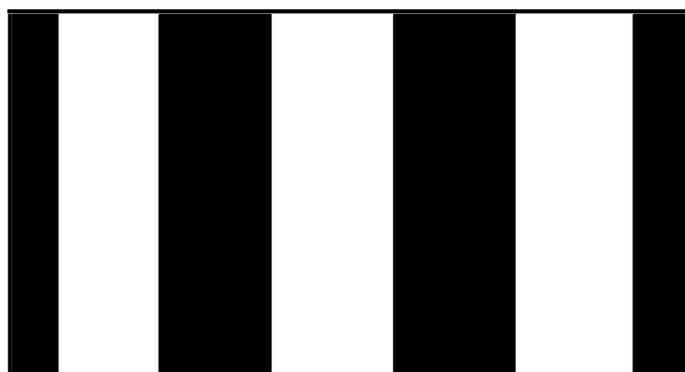


Figure 1: 50% APL to measure the luminance

The luminance measurement may be made with either a direct contact luminance meter (in which case the use of a dark room is not required), or with a non-contact luminance meter (in which case a dark room environment shall be used). If a non-contact luminance meter is used, the meter shall be positioned in such a manner to ensure it is directed at the center of the screen.

¹³ If this test method is not yet available when the verification testing period begins, the conditions and procedures for measuring this performance will be those described in IEC 62087 Ed. 3.0



SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEAD™) INITIATIVE

ATTACHMENT B: DECLARATION OF PERFORMANCE 2015 TELEVISION AWARD COMPETITION

Manufacturer / Applicant Details	
<i>Contact Name</i>	
<i>Company Name</i>	
<i>Postal Address</i>	
<i>Telephone Number</i>	
<i>Email Address</i>	
Product Nomination Details	
<i>Product Brand Name</i>	
<i>Product Model Number</i>	
<i>Award Category</i>	<input type="checkbox"/> Commercially Available <input type="checkbox"/> Emerging Technology
<i>Power Supply Type</i>	<input type="checkbox"/> Internal <input type="checkbox"/> External
<i>Country of Manufacturer</i>	
<i>For Emerging Technology products, provide a short description of efficiency-related design features (Provide an additional sheet if required)</i>	
<i>For which markets is this product nominated? (select all that apply)</i>	<input type="checkbox"/> Australia <input type="checkbox"/> Europe <input type="checkbox"/> India <input type="checkbox"/> North America
<i>Month/Year First Available (mm/yyyy)</i>	
<i>For Commercially Available products, provide a Shipment Plan of the Nominated Product (Provide an additional sheet if required)</i>	
<i>Expected Period of Shipment</i>	
<i>Similar Product Models not Nominated (e.g., Family Product Models)</i>	

Please send completed forms to: awards@superefficient.org

Declared Product Characteristics	
Product Characteristic	Declaration
<i>Nameplate/EPS Input Frequency Range (Hz)</i>	
<i>Nameplate/EPS Input Voltage Range (V)</i>	
<i>Nameplate/EPS Input Current (A)</i>	
<i>Nameplate/EPS Input Power (W)</i>	
<i>Name of Brightest Picture Mode</i>	
<i>Luminance in Brightest Picture Mode (cd/m²)</i>	
<i>Name of Recommended Home Viewing Picture Mode</i>	
<i>Luminance in Recommended Home Viewing Picture Mode (cd/m²)</i>	
<i>Viewable Screen Width (cm)</i>	
<i>Viewable Screen Height (cm)</i>	
<i>Nominal Diagonal Screen Size (cm)</i>	
<i>Nominal Screen Area (cm²)</i>	
<i>Nominal Aspect Ratio</i>	
<i>Screen and Backlight Technology</i>	
<i>Lines of Vertical Resolution</i>	
<i>Passive Standby Power (W)</i>	
<i>Active (Low) Standby Power (W)</i>	
<i>Standby Power in Quick Start mode (W)</i>	
<i>Power Consumption per unit screen area Claim in On Mode (W/cm²)</i>	

Additional Information: *Please provide a technical description of the nominated product.*

Please send completed forms to: awards@superefficient.org