



SEAD

GLOBAL EFFICIENCY MEDAL

2012 Television Awards Competition

Official Rules

FINAL – Revision 1

February 2012

SUPER-EFFICIENT EQUIPMENT AND APPLIANCE DEPLOYMENT (SEAD™) INITIATIVE 2012 TELEVISION AWARDS COMPETITION OFFICIAL RULES

1. Description.

The Super-efficient Equipment and Appliance Deployment (“SEAD”) Initiative Awards 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 round will focus on televisions, which are responsible for about 6-8% of global residential electricity consumption; 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 FLAT SCREEN TELEVISION COMPETITION

2. Who Should Apply?

(a) Manufacturers,

or

(b) Resellers (private labelers)

of commercially-available and emerging technology flat panel television products (the “Products”¹) 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”):

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 2 or more components (e.g., display device and tuner) marketed and sold as 2 components is not eligible for the Competition.

- 1) Products that are currently commercially available;
and
- 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.

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 Australia³, the European Region⁴, India⁵ and North America⁶ (collectively, the “Regions”).

Product size categories are defined in Table 1:

Table 1: Size Categories for Commercially Available Products

	Small Category	Medium Category	Large Category⁷
Viewable Screen Area	Less than 2400 cm ² (372 in ²)	2401 cm ² (372 in ²) to 4800 cm ² (744 in ²)	4801 cm ² (744 in ²) to 6890 cm ² (1068 in ²)
Nominal Diagonal Screen Size ⁸	Less than 29 in	29 in to 42 in	42 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

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 EU27 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

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

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.

4. Competition Period.

The Competition begins at 12:00:01 a.m. Eastern Time ("ET") on February 1, 2012 and ends at 11:59:59 p.m. ET on May 31, 2012 ("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. 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 1.0W 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;

⁹ As defined in IEC 62087, Ed. 3.0, Clause 11.6

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 therein¹⁰.

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.

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), with products set to their default, as-shipped "home" picture mode. The conditions and procedures for measuring this performance are described in IEC 62087 Ed. 3.0 Clause 11.6. The relevant test procedures in IEC 62087 form the basis for testing in all of the participating Regions. 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 0.50 Watts in a passive standby mode when measured per IEC 62301 Ed. 2.0

or

- (b) 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.

¹⁰ For the Commercially Available Category, Applicant must have plans to sell 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 10,000 units in one country or 50,000 units across all EU27 and EFTA-countries. Applicant may define the sales period, not exceeding 12 months, and may provide a start date for the sales period between 1 January 2012 and 1 October 2012 for the Australia, India, and North America regional awards and between 1 January 2012 and 31 August 2012 for the European regional award. 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.

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.

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

7. Awards.

- a) A total of fifteen (15) Winners will be selected in the Commercially Available Product Category.
- b) One Winner in each Product size category (small, medium and large) will be selected in each Region.
- c) One International Winner will be selected in each size category from the Region Winners.
- d) A total of up to five (5) Winners may be selected in the Emerging Technology Product Category, comprised of four (4) Region Winners and one (1) International Winner chosen from the Region 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 2012. 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 EXCLUSIONS. 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 www.superefficient.org 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™) 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 Initiative 2012 Television Award Competition 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 Clause 11.6 of IEC 62087 Ed. 3.0, with variations as specified herein. Standby mode power shall be measured in accordance with the IEC 62301, Ed. 2.0.

S1.1.2 Additional testing

The following deviations from the test procedures noted in S2.1.1 shall be implemented when performing measurements for the purposes of the SEAD Awards competition.

S1.1.3 Luminance measurement method

Luminance shall be measured with a 9-point test pattern conforming to Figure 1. This pattern shall have an average picture level (APL) of 17%. Luminance measurements shall be taken from the white window (P0) in the center of the pattern.

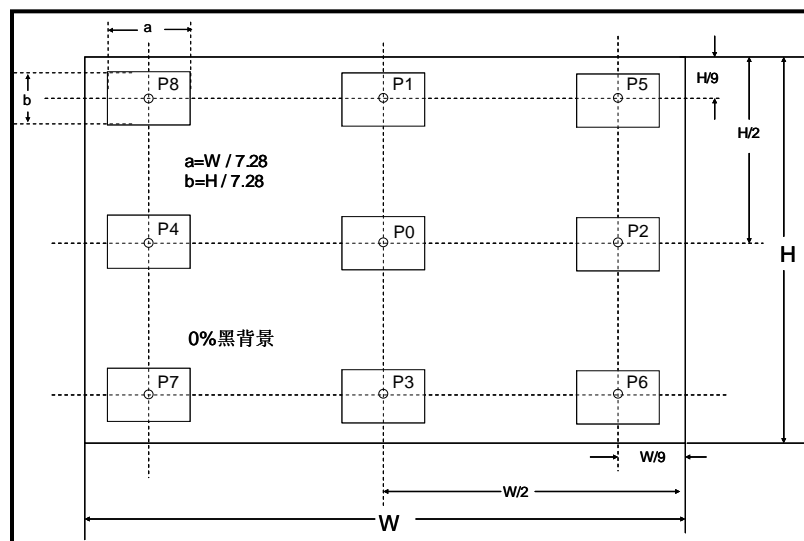


Figure 1: 17% APL white window signals to measure the luminance of nine points¹¹

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 window (P0) as shown in Figure 1.

¹¹ Sourced from the TV test method developed by the China National Institute of Standardization (CNIS)

**SUPER-EFFICIENT EQUIPMENT AND APPLIANCE
DEPLOYMENT (SEAD™) INITIATIVE
ATTACHMENT A: DECLARATION OF PERFORMANCE**

Applicant Details	
<i>Applicant Name</i>	
<i>Applicant Company Name</i>	
<i>Applicant Company Postal Address</i>	
<i>Applicant Company Street Address</i>	
<i>Applicant Telephone</i>	
<i>Applicant Facsimile</i>	
<i>Applicant Email Address</i>	
Manufacturer Details (if different from above)	
<i>Manufacturer Contact Name</i>	
<i>Manufacturer Company Name</i>	
<i>Manufacturer Street Address</i>	
<i>Manufacturer Postal Address</i>	
<i>Manufacturer Telephone</i>	
<i>Manufacturer Facsimile</i>	
<i>Manufacturer Email Address</i>	
Product Details	
<i>Award Category</i>	<input type="checkbox"/> Commercially Available <input type="checkbox"/> Emerging Technology
<i>Model Number</i>	
<i>Power Supply Type</i>	<input type="checkbox"/> Internal <input type="checkbox"/> External
<i>Brand Name</i>	
<i>Country of Manufacture</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?</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>		
Declared Product Characteristics		
<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>Minimum Energy Performance Claim in On Mode (W/cm²)</i>		