

“VIRTUAL CREWMEMBER” ASTRONAUT RICK MASTRACCHIO CONTEST RULES

1. Eligibility: No payment of any kind is necessary to enter or win. **VOID WHERE PROHIBITED BY LAW.** Access to the Internet and a Twitter.com account, along with a valid postal mailing address to receive delivery of a prize, is required. Participants must be at least thirteen (13) years of age to compete and claim a Prize. Employees of NASA and their families are NOT eligible to participate. **A preliminary decision by NASA that a participant’s answer to the Contest merits being selected as a Winner is non-binding, and NASA may later disqualify an entry or a participant in its sole discretion, may modify the determination of a Winner, or may modify a Winner’s prize, all in its sole discretion, without liability of any kind.**

2. Contest Period: The Contest begins after Astronaut Rick Mastracchio starts his training for Expedition 38/39, presently scheduled to begin in November 2012, and the contest ends near the last week of Astronaut Mastracchio’s training for the space flight mission, presently scheduled to end in November 2013 (“Contest Period”). All entries must be received in accordance with the Contest Rules during the Contest Period to be eligible to win a Prize.

3. Overview of the Contest:

(a) **The Situation:** Astronaut Rick Mastracchio will be in training for his mission onboard the International Space Station. During the next eight months this training will include a wide spectrum of disciplines, from science research and on-orbit medical operations to spacewalk procedures and robotics. His training will also include extensive travel to other station partner countries, such as Japan and Russia, to practice and learn the specialized hardware and equipment provided by these nations. Each month during his preparation, Astronaut Mastracchio will pose a trivia question related to the unique challenges of space and the unique solutions NASA engineers have developed to solve those challenges. As he participates in this training, Astronaut Mastracchio will engage the public by asking his followers to respond to his question. The plan is to encourage the public to participate in the rigors of human spaceflight training, thereby inspiring curiosity about human spaceflight and encouraging Rick’s followers to seek out more information about the program via a trivia game on Twitter.

(b) **How to Participate:** Anyone interested in participating in the Contest as a Participant must have or create a Twitter account. Please note that the creation of multiple Twitter accounts in an attempt to win a Prize in the Contest is discouraged by Twitter’s [Terms of Service](#) and [Guidelines for Contests on Twitter](#). Accordingly, any Participant in the Contest found to be using multiple Twitter accounts to submit multiple entries will be disqualified and considered ineligible to win a Prize in the Contest.

Once a Twitter account has been established, Participants should choose to follow Astronaut Rick Mastracchio at his Twitter account username of “[fill in name].” Once the Contest Period begins, a series of Contest Rounds will be held. For each Contest Round, Astronaut Mastracchio will tweet a spaceflight training trivia question, each tweet asking for participants to identify (as specified by Astronaut Mastracchio) the correct answer. The first participant to send an answer that correctly identifies the answer, as specified by Astronaut Mastracchio, as a reply to @AstroRM, wins the Contest Round. In other words, Participants are competing during each Contest Round to be the first to state the correct answer to Astronaut Mastracchio’s trivia question.

For each Contest Round, one answer (entry) per day per Participant is permitted. Multiple entries sent in a single day will not be accepted and will disqualify the Participant from winning the Contest for such Contest Round or other Contest Rounds as deemed appropriate by NASA at its sole discretion.

Responses sent to Astronaut Mastracchio shall also comply with [The Twitter Rules](#). Any Participant who uses a robot, cybot, netbot, or other automatic, programmed or like entry method will have all such entries voided and declared ineligible to receive a Prize, as determined by NASA at its sole discretion.

(d) **Prize Eligibility:** Participants may compete in the Contest during each Round of the Contest Period, but each Participant will be limited to receiving one Prize during the duration of the Contest Period, including the Special

Bonus Round. Any attempt by any person to obtain more than the stated number of one prize for the Contest during the Contest Period, such as by using multiple/different Twitter accounts or any other methods, will void all of that Participant's entries for the Contest, and the Participant will be disqualified from claiming any Prize.

Before entering the Contest, parents or legal guardians of potential Participants that are minors must acknowledge that they agree to their child's entry into the Contest and to the Contest Rules.

NASA reserves the right to remove, replace, or substitute any trivia question tweeted as part of the Contest at any time in its sole discretion.

4. Selection of Winners: The first participant to correctly identify the answer for each Round of the Contest posted by Astronaut Mastracchio, established by sending his or her answer as a reply to Astronaut Mastracchio's account on Twitter @AstroRM wins the Contest Round.

Although a participant's answer may be preliminarily determined and announced as a winner that is eligible to receive a prize by being in compliance with the Contest Rules, it is understood that such preliminary approval is non-binding, and NASA may in its sole discretion later disqualify such entry or Participant without liability of any kind.

5. Prizes: One "Winner" will be determined and announced for each Round (including the Special Bonus Round) of the Contest during the Contest Period.

Each Participant who is ultimately declared to be a "Winner" during the Contest Period will be eligible to accept the following set of prizes (referred to herein as a "Prize"): (1) A congratulatory "tweet" sent out by Astronaut Mastracchio from space using his Twitter Username account; (2) A photograph of the Contest Round winner and the winner's name being posted at NASA's website that is hosting the placement of Contest photographs used during the Contest Period; and (3) a printed copy of the winner's photograph signed by Astronaut Mastracchio. Each Contest Round Winner will need to sign a release authorizing NASA to use the winner's name and image before being declared a winner and having his/her name/image posted.

6. Prize Restrictions: Winners are only eligible to receive one Prize during the Contest Period. Any attempt by any person to obtain more than the permitted number of one Prize for the Contest during the Contest Period, such as by using multiple/different Twitter accounts or any other methods, will void all of that Participant's entries for the Contest, and the Participant will be disqualified from claiming any Prize at the sole discretion of NASA.

No additional Prizes will be awarded.

7. How to Claim Prizes: Winners will be announced and notified by NASA via a @reply to the participant's Twitter username as to how to claim his or her Prize. The process of claiming a Prize will require the submission of a name, image, age, hometown, state or country of residence, and a valid mailing address so that NASA may contact such potential Winner. If a potential Winner cannot somehow be contacted within five (5) calendar days of first contact attempt made by NASA, an alternate potential Winner for the particular Contest Round may be selected, in NASA's sole discretion. Potential Winners must comply fully with the Contest Rules and winning the Prize is contingent on fulfilling all requirements of NASA.

Except where prohibited by law, the potential Winner (and his/her parent/legal guardian) will also be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, where lawful, a Publicity Release in a form designated by NASA within (10) days of receipt of such documents in order to claim his or her set of prizes. If any documents or requests for validation are not completed and returned within the ten (10) days of receipt, or if any notification or Prize is returned as non-deliverable, or if a Winner of a Prize is found to be ineligible or otherwise not in compliance with the Contest Rules, or if, in the case of a minor being selected as a Winner, a minor's parent

or legal guardian declines to accept a Prize, such Prize may be deemed forfeited and may be awarded to an alternate winner selected by NASA in a manner to be determined in NASA's sole discretion.

No transfer, assignment, or substitution of a Prize by a Winner (or in the case of a minor, his/her parent or legal guardian) is permitted except as authorized by NASA in its sole discretion. Prizes are not exchangeable for cash, merchandise, or services.

8. Publicity: Except where and as may be prohibited by law, participation in the Contest constitutes express permission of the Participant (or in the case of a minor, the Participant's parent/legal guardian) for NASA and those acting in support and/or under authority of NASA to use such Participant's name, image, hometown, and state or country of residence, which will be used for the purpose of the Contest's promotion and publicity in all forms of media now known or hereafter discovered or devised, world-wide, in perpetuity, without further notice, review or approval, or compensation. In the case of a minor selected to be a Winner, the parents or legal guardians of such Winner will be required to execute a release confirming rights granted to NASA, unless prohibited by law.

9. Privacy. NASA will collect a limited amount of personal data from Participants in the event such Participant is selected as a potential Winner, as explained in the section entitled "How to Claim Prizes." This personal information will be used for the purposes of administering the Contest, verifying eligibility of each potential Winner, sending a signed copy of a photograph to the Winner's mailing address, publicizing the Contest, publicizing the name, image, and hometown of the Winner of each Contest Round, and otherwise promoting the Contest or benefitting NASA. Collection of personal information will be in accordance with NASA's Website privacy policy, available at http://www.nasa.gov/about/highlights/HP_Privacy.html.

10. General Conditions: By participating in the Contest, each entrant (herein described as a "Participant"), and in the case of a minor, each Participant's parents or legal guardians, fully and unconditionally agree to and accept the Contest Rules and the decisions of NASA, which are final and binding in all respects. By participating in the Contest, each Participant (and in the case of a minor, his/her parent/legal guardian) waives any right to claim ambiguity in the Contest Rules. In the event that a Prize cannot be awarded for any reason or a Winner is not capable of redeeming a Prize for any reason, NASA may award a Prize to another Participant as determined by NASA in its sole discretion. NASA reserves the right, in its sole discretion, to substitute a Prize (or portion of a Prize) with a comparable prize. An individual is not a Winner until he/she has fully complied with the Contest Rules. NASA may need to change the Contest Rules from time to time and reserves the right to do so.

NASA reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend the Contest (in whole or in part) should non-authorized tampering, intervention, fraud, actions by Participants or by Twitter, or other causes or reasons corrupt or affect the administration, security, fairness, or proper conduct of the Contest. If malfunction, error, disruption, or damage occurs during the Contest Period, and it impairs the administration, security, fairness, integrity, or proper play of the Contest, NASA may, in its sole discretion, suspend or terminate the Contest or any portion thereof by posting a notice on the NASA website for the Contest. In such case, NASA may award Prizes from all eligible entries received for each Contest Round before and/or after (if appropriate) the remedial action taken by NASA, or NASA may award Prizes via some other means determined by NASA in its sole discretion to be fair, appropriate and consistent with the Contest Rules.

NASA reserves the right to disqualify any individual it determines, in its sole discretion, is or is attempting or intending to: (a) tamper with any aspect of the participation in or administration or operation of the Contest, (b) defraud the Contest or NASA, (c) undermine the legitimate operation of the Contest by cheating, deception, or other non-sportsmanlike or unfair participating practices, (d) annoy, abuse, threaten, or harass any other Participants, NASA, or representatives or employees of NASA, or (e) act in violation of the Contest Rules. In such event, NASA reserves the right (in addition to disqualification of such individual) to seek damages from any such person or other remedial action to the fullest extent permitted by law. The failure of NASA to require the performance of or to enforce any provision of the Contest Rules shall not in any way affect the right of NASA to require future performance of that provision, nor to enforce that provision in the future. Anyone who enters the Contest through means not permitted by the Contest Rules is subject to disqualification.

Any attempt by a Participant or any other individual to deliberately undermine the legitimate operation of the contest may be a violation of criminal and civil laws, and should any such attempt be made, NASA and/or the U.S. Government reserves the right to seek remedial action to the fullest extent permitted by law.

NASA is not required to respond to questions about the Contest during the Contest Period.

11. General Release and Waiver of Claims. By participating in the Contest, or by accepting a Prize, each Participant, or in the case of a minor, each child's parents or legal guardians, for himself or herself and his or her heirs, hereby releases NASA and the U.S. Government, its employees, NASA's contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier (herein referred to as individually as a "Related Entity" or collectively as "Related Entities"), and employees of NASA's Related Entities 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 Participant's or Winner's participation in this Contest, redemption of any prize in connection with the Contest, and/or use or misuse of any prize in connection with the Contest, including, but not limited to, all reasonable attorney fees and court costs incurred, property damage, personal injury, and/or death; (ii) any claim related to the development, promotion, and/or execution of this Contest (or participation therein), including preemption, cancellation, or rescheduling; and (iii) any claim that may occur in connection with acceptance and/or use of the Prizes or while participating in the Contest, even if caused or contributed to by the negligence of NASA or its Related Entities, except in the case of willful misconduct.

12. Limitations of Liability.

In no event will the U.S. Government be deemed to have waived its sovereign immunity merely by the fact of NASA sponsoring this Contest. In no event will the U.S. Government 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 or administration of the Contest.

NASA shall have no liability relative to the quality of any photograph posted for viewing on NASA's website for participation in the Contest (whether due to technological limitations, malfunction, human, electronic, computer or other error), nor the selection or placement of any photograph posted on the NASA website for participation in the Contest. The placement or order of photographs posted on the website (including whether or not photographs are removed or substituted from their initial placement) is at NASA's sole and absolute discretion.

NASA and its Related Entities are not responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries submitted as answers to the Contest. NASA is not responsible for any incorrect or inaccurate information, whether caused by Participants, tampering, or by any of the equipment or programming associated with or utilized in the Contest.

NASA assumes no responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Contest or for any damage to any computer related to or resulting from participating in the Contest.

IN NO EVENT WILL NASA OR ANY RELATED ENTITY 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, PROMOTION, OR ADMINISTRATION OF, THE CONTEST, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL PRIZES 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.

13. Choice of Law.

U.S. Federal law governs this contest for all purposes, including all issues and questions concerning the construction, validity, interpretation, and enforceability of the Contest Rules, or the rights and obligations of a Participant or other individual and/or NASA in connection with the Contest.

14. Copy of Contest Rules: Contest Rules may be obtained by visiting NASA's website at XX during the Contest Period.

15. Copy of Winner's List: A final list of the Contest's Winners will be posted at NASA's website for the Contest, available at XX. Only the first name and first initial of the last name of Winners will be provided.