



SEAD

GLOBAL EFFICIENCY MEDAL

Electric Motor Awards Competition
Official Rules

FINAL (Revised)
11 October 2013

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

ELECTRIC MOTOR 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 will focus on computer monitors and electric motors; subsequent rounds will cover different product categories. The awards will enhance buyers' ability to differentiate and choose among products on the basis of their energy efficiency. The Collaborative Labeling and Appliance Standards Program (“CLASP”) serves as the Administrator for the Competition.

2. Who Should Apply?

Manufacturers of electric motor products are invited to submit applications (“Applicants”). All Applicants are responsible for their entries.

3. Award Categories¹.

The Competition focuses on drop-in replacement motors (including new replacement retrofit motors) and will recognize the most energy efficient electric motor products (the “Products”) in a total of two (2) categories (individually a “Category,” collectively, the “Categories”):

- 1) Induction Motor Products that satisfy all of the following definitions:
 - a. For NEMA design motors:
 - i. general-purpose alternating-current motor (NEMA MG-1 2011 §1.6.1);
 - ii. poly-phase squirrel-cage induction motor (MG-1 §1.18.1.1);
 - iii. constant speed motor (MG-1 §1.30);
 - iv. design B (MG-1 §1.19.1.2);
 - v. totally enclosed fan-cooled machine (MG-1 §1.26.2);
 - vi. rated continuous duty (MG-1 §1.40.1);
 - vii. 4 poles;
 - viii. rated or can be operated at voltage ratings between 230 and 600 VAC;
 - ix. 60 Hz nominal rated frequency.
 - b. For IEC design motors:
 - i. single-speed, three-phase, cage-induction motor (IEC 60034-1 Ed.12.0);
 - ii. design N (IEC 60034-12 Ed.2.1 §5.2);
 - iii. IP54 rated enclosure;

¹ See Figure 1 for a graphical representation of the award categories.

- iv. rated for duty type S1 – continuous running duty (60034-1 §4.2.1);
- v. intended for direct-on-line operation;
- vi. 4 poles;
- vii. rated or can be operated at voltage ratings between 230 and 600 VAC;
- viii. 50 Hz nominal rated frequency.

- 2) New Technology Motor Products that satisfy all of the following definitions:
- a. including permanent magnet synchronous motor, electronically commutated motors, or reluctance synchronous motor;
 - b. IP54 rated enclosure;
 - c. rated for continuous duty or duty type S1.

A. Induction Motor Category (IEC and NEMA):

Applicants are invited to nominate their Induction Motor Products built using IEC frame specifications that are offered for sale (regardless of location of manufacturer) in one or more of four (4) geographic regions consisting of Australia², the European Region³, India⁴, and North America⁵ (individually a “Region,” collectively, the “Regions”).

Applicants are invited to nominate Induction Motor Products built using the NEMA frame series that are offered for sale (regardless of location of manufacturer) in North America.

For purposes of this Competition, awards will be granted to the best performing Product in each of the following five (5) size classes⁶ (individually a “Class,” collectively, the “Classes”): 5 HP (NEMA 184T), 15 HP (NEMA 254T), 3.7 kW (IEC 112M), 4 kW (IEC 112M), and 11 kW (IEC 160M); with energy efficiency performance evaluated at a weighted average of partial-load operating conditions.

The best performing 4 kW and 11 kW IEC Induction Motor Products among all of the Regions will be declared an “International Winner”. A total of up to ten (10) awards, eight (8) Region and two (2) International winners (individually a “Winner,” collectively, the “Winners”), will be granted in the IEC Induction Motor Category. A total of up to two (2) winners in the North America Region will be granted in the NEMA Induction Motor 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 Japan and sold globally may be entered in any and all Regions. Applicants may nominate only a single Product model for each of the ten Region award categories. All 4 kW and 11 kW IEC 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.

² For purposes of this Competition, limited to Australia.

³ For purposes of this Competition, the European Region consists of all EU27 countries and the EFTA-countries Switzerland, Norway, Iceland and Liechtenstein.

⁴ For the purposes of this Competition, limited to India.

⁵ For purposes of this Competition, limited to the United States and Canada.

⁶ Product size class shall be determined from the Nameplate Power Output.

Category	Size Class	Region				Inter-national
		Australia	European Region	India	North America	
IEC Induction Motor	3.7 kW			●	●	
	4 kW	●	●			●
	11 kW	●	●	●	●	●
NEMA Induction Motor	5 HP				●	
	15 HP				●	

Figure 1: Induction Motor Award Categories

B. New Technology Motor Category:

Applicants are invited to nominate their New Technology Products that have a maximum output rating of 75 kW and are offered for sale (regardless of location of manufacturer) in one or more of the four (4) Regions.

For purposes of this Competition, awards will be granted to Products with the lowest nominal output rating (up to a maximum output rating of 75 kW) that meet or exceed the IE4 efficiency criteria⁷; where energy efficiency is evaluated at full-load operating conditions.

The Product with the lowest nominal output rating among all of the Regions will be declared an “International Winner”. A total of up to five (5) awards, four (4) Region and one (1) International winner, will be granted in the New Technology Motor (< 75 kW) Category.

Applicants are invited to nominate their New Technology that have a maximum output rating of 100 HP and are offered for sale (regardless of location of manufacturer) in North America.

For purposes of this Competition, an award will be granted to the Product with the lowest nominal output rating (up to a maximum output rating of 100 HP) that meets or exceeds the NEMA Premium level+1 efficiency band⁸; where energy efficiency is evaluated at full-load operating conditions.

A total of up to one (1) winner in the North America Region will be granted in the New Technology Motor (< 100 HP) 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. Applicants may nominate only a single Product model for

⁷ As defined by IEC 60034-30.

⁸ As defined by NEMA MG1-2011.

each of the five Region award categories. All models nominated for a Region award in the New Technology Motor (< 75 kW) Category will be considered for the International award, so an Applicant need only nominate Products at the Region award level.

Category	Region				Inter-national
	Australia	European Region	India	North America	
New Technology Motor (< 75 kW)	●	●	●	●	●
New Technology Motor (< 100 HP)				●	

Figure 2: New Technology Award Categories

4. Energy Efficiency Evaluation.

The conditions and procedures for measuring Product energy efficiency for this Competition are as follows:

A. Test Conditions for All Motor Categories:

- (a) Products nominated for the North America region shall be tested at 60 Hz; while Products nominated for all other Regions shall be tested at 50 Hz.
- (b) For motors built using IEC frame specifications, the efficiency normalization curves referenced in IEC 60034-30 will be used by the Administrator to compare results across the Regions and identify International winners.
- (c) Testing shall be conducted with room ambient temperature maintained at 25°C +/- 3°C. Ambient air conditions should be draught-free.
- (d) All efficiency measurements shall be taken under conditions of thermal equilibrium as defined by the appropriate test method (see Figure 3).
- (e) Motors with externally-accessible shaft seals may be tested with shaft seals removed.

B. IEC Induction Motor Category:

Testing shall be conducted in accordance with *IEC-60034-2-1:2007, Summation of Losses Method*, with residual losses determined from a load test with torque measurement (Clause 8.2.2.5.1), following the detailed methodology and sequencing set out in the *IEA-4E EMSA Guide for the Use of Electric Motor Testing Methods Based on IEC 60034-2-1, Version 1.1* For purposes of this Competition, energy efficiency shall be calculated as the weighted average of measured efficiency at 25%, 50%, 75%, and full (100%) load conditions, per Equation 1.

Equation 1: Partial Load Efficiency Evaluation

$$\eta_{AVG} = (0.05 \times \eta_{25\%}) + (0.20 \times \eta_{50\%}) + (0.40 \times \eta_{75\%}) + (0.35 \times \eta_{100\%})$$

Where:

- η_{AVG} is the calculated weighted average efficiency;
- $\eta_{25\%}$ is the efficiency measured at 25% load;
- $\eta_{50\%}$ is the efficiency measured at 50% load;
- $\eta_{75\%}$ is the efficiency measured at 75% load; and
- $\eta_{100\%}$ is the efficiency measured at full load.

C. NEMA Induction Motor Category:

Testing shall be conducted in accordance with the *U.S. Department of Energy test procedure for Electric Motors and Small Electric Motors, as specified in 10 CFR part 431*. For purposes of this Competition, energy efficiency shall be calculated as the weighted average of measured efficiency at 25%, 50%, 75%, and full (100%) load conditions, per Equation 1.

D. New Technology Motor (< 75 kW) Category:

Testing shall be conducted in accordance with *IEC-60034-2-1:2007, Direct Test Method: Out/Input*, following the detailed methodology and sequencing set out in the *IEA-4E EMSA Guide for the Use of Electric Motor Testing Methods Based on IEC 60034-2-1, Version 1.1* For purposes of this Competition, energy efficiency shall be reported as measured under full (100%) load conditions. Products nominated for the North America region shall be tested at 1800 RPM; while Products nominated for all other Regions shall be tested at 1500 RPM.

E. New Technology Motor (< 100 HP) Category:

Testing shall be conducted in accordance with the *IEEE Standard 112, Test Procedure for Polyphase Induction Motors and Generators, Efficiency Test Method A, Input-Output*. For purposes of this Competition, energy efficiency shall be reported as measured under full (100%) load conditions. Nominated Products shall be tested at 1800 RPM.

Category	Test Method
IEC Induction Motor	IEC 60034-2-1:2007, Summation of Losses Method
NEMA Induction Motor	U.S. Department of Energy test procedure for Electric Motors and Small Electric Motors, as specified in 10 CFR part 431
New Technology Motor (< 75 kW)	IEC 60034-2-1:2007, Direct Test Method: Out/Input
New Technology Motor (< 100 HP)	IEEE Standard 112, Test Procedure for Polyphase Induction Motors and Generators, Efficiency Test Method A, Input-Output

Figure 3: Test Methods

5. Competition Period.

The Competition begins at 12:00:01 a.m. Eastern Time (“ET”) on 3 June 2013 and ends at 11:59:59 p.m. ET on 31 January 2014 (“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’s energy efficiency such that all model units of the Product available for sale will exhibit performance that meets or exceeds the reported values. 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 performance regardless of variations in manufacturing and materials tolerances. For reporting purposes for the Competition, all values on the Declaration of Performance must be reported to the maximum number of significant digits;

and

(b) a binding declaration and representation that the number of units of the model of an IEC or NEMA Induction Motor Product available for purchase in the specified Region exceeds the minimum threshold specified therein⁹.

⁹ Applicant must have plans to ship at least the following number of units of an IEC or NEMA Induction Motor Product model in the Region of nomination:

Category	Size Class	Region			
		Australia	European Region	India	North America
IEC Induction Motor	3.7 kW			1400	420
	4 kW	1400	1400		
	11 kW	500	500	500	150
NEMA Induction Motor	5 HP				980
	15 HP				350

Applicant may define the shipment period, not exceeding 12 months, and may provide a start date for the shipment period between 3 June 2013 and 1 September 2014. 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. 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 the applications do not contain any confidential or trade secret information and may be disclosed in whole or in part and Applicant's acknowledge and agree that the Administrator may publish the application forms to the public. Although the Administrator retains the right to disclose information upon its discretion, the Administrator has no intention to disclose information about nominated products that do not win an award.

7. **Selection of Award Winners.**

- A. Method for Evaluating Performance. The Administrator will use the information submitted by Applicants in the Declaration of Performance to identify potential winning Products in each Region.
- B. Submitting Product for Verification Testing. For all potential Winners, 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 thirty (30) business days of being notified by the Administrator for verification testing.

For Induction Motor Products, Applicant shall provide the Administrator details of the location of and serial numbers for at least 10 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. For New Technology Motor Products, Applicants shall provide two (2) prototype test 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. In the event that the foregoing sample acquisition process is not feasible, the Applicant 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. Presumed winners will be responsible for providing two (2) test samples for each potential award-winning Product for verification testing. Applicants are responsible for the costs of supplying and transporting the test samples to the test facility. Verification testing costs will be paid for by participating SEAD governments.

Selection of testing laboratories 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. The efficiency of the second motor tested will be used as verification of compliance provided that the motor losses at rated load for the first motor tested are not more than +5% greater than the motor losses at rated load measure by the second test.. 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 intend to return Product model samples, Administrator shall have no obligation to return any Product model samples. 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 energy efficiency of the Product model is less than the stated energy efficiency for the 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 runner-up product. Applicants may request the verification test results for their respective Product models only.

In the event two or more Product models in a Category provide the same energy 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 best energy efficiency in a Category across all Regions shall also be granted the International Award for that Category for each Class.

- D. Energy Label Registration in India Region. It is essential for winning products to be labeled with the Bureau of Energy Efficiency's (BEE) Star label. Therefore, manufacturers are encouraged to register winning Products in the India Region with BEE. Information about BEE's Star Labeling program for motors can be found at <http://220.156.189.26:8080/beeLabel/index.jsp>.
- E. Disqualification. Administrator may in its sole discretion disqualify any Applicant that fails to comply with the foregoing requirements and deadlines.

8. Awards.

- A. A total of ten (10) Winners will be selected in the IEC Induction Motor Category.
 - a) One Winner in the 3.7 kW Class will be selected in the India and North America Regions.
 - b) One Winner in the 4 kW Class will be selected in the Australia and Europe Regions.
 - c) One Winner in the 11 kW Class will be selected in each Region.
 - d) One International Winner will be selected from the 4 kW and 11 kW Classes from the Region Winners.
- B. A total of five (5) Winners will be selected in the New Technology Motor (< 75 kW) Category.
 - a) One Winner in each Class will be selected in each Region.
 - b) One International Winner will be selected from the Region Winners.

- C. A total of two (2) Winners will be selected in the NEMA Induction Motor Category.
 - a) One Winner in each Class will be selected in the North America Region.
- D. A total of one (1) Winner will be selected in the New Technology Motor (< 100 HP) Category in the North America Region.

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 on 1 September 2014. All Winners will be required to attend an awards ceremony at a date and location to be announced by the Administrator.

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.

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) 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.

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 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.

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

ATTACHMENT A: DECLARATION OF PERFORMANCE FOR 2013 ELECTRIC MOTORS AWARD COMPETITION

Manufacturer / Applicant Details	
<i>Manufacturer Contact Name</i>	
<i>Manufacturer Company Name</i>	
<i>Manufacturer Postal Address</i>	
<i>Manufacturer Telephone Number</i>	
<i>Manufacturer Email Address</i>	
Product Nomination Details	
<i>Product Brand Name</i>	
<i>Product Model Number</i>	
<i>Award Category</i>	<input type="checkbox"/> IEC Induction Motor <input type="checkbox"/> 3.7 kW (<i>India or North America</i>) <input type="checkbox"/> 4 kW (<i>Australia or Europe</i>) <input type="checkbox"/> 11 kW
	<input type="checkbox"/> NEMA Induction Motor (<i>North America only</i>) <input type="checkbox"/> 5 HP <input type="checkbox"/> 15 HP
	<input type="checkbox"/> New Technology Motor <input type="checkbox"/> < 75 kW <input type="checkbox"/> < 100 HP (<i>North America only</i>)
<i>New Technology Motor Size</i>	<input type="checkbox"/> (<i>specify size</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

Declared Product Characteristics	
<i>Nameplate Rated Power (HP or kW)</i>	
<i>Nameplate Voltage (V)</i>	
<i>Nameplate Frequency (Hz)</i>	
<i>Nameplate Speed (RPM)</i>	
<i>Number of Input Phases</i>	
<i>Nameplate Power Factor</i>	
<i>Nameplate Efficiency Class</i>	
<i>Type of Duty</i>	
<i>Class of Insulation</i>	
<i>Efficiency at Full Rated Load (100%)</i>	
<i>Efficiency at 75% of Rated Load</i>	
<i>Efficiency at 50% of Rated Load</i>	
<i>Efficiency at 25% of Rated Load</i>	
<i>Nameplate Image (include a legible photograph or other reproduction):</i>	