

# TERMS & CONDITIONS

## CONTEST PERIOD

The "Contest Entry Period" for the "Tobacco-Free Escambia" Video Contest (the "Contest") runs from 12:00 AM CDT, June 12, 2009 ("Contest-Start") to 11:59 PM CDT, June 28, 2009 ("Contest-End"). Sponsor's computer clock governs time stamp. Winners will be chosen on or around June 30, 2009.

## ELIGIBILITY

You may enter the contest if you are a legal resident of Escambia County, FL and are a student in 1<sup>st</sup> to 12<sup>th</sup> grade at the time of entry. Void in Puerto Rico and overseas U.S. territories, possessions, commonwealths and military installations, and wherever prohibited, licensed, restricted or taxed. Employees, officers, contractors/vendors, and representatives of the Escambia County Health Department ("Sponsor") and Andromedia Studios, Inc. , their respective parent companies, subsidiaries, affiliates, advertising, design, web design, web hosting, publicity, production and print production agencies and anyone connected with the production, hosting and distribution of this contest (collectively, the "Contest Entities"), their immediate family members (parents, children, siblings, spouse — including "step" as they may apply — and each of their respective spouses, regardless of where they live) and members of any of their households are not eligible to enter or be awarded a prize. Entrants must not be affiliated with commercial talent unions, such as, without limitation, the Screen Actors Guild.

## HOW TO ENTER: THIS CONTEST IS ENTERED ONLY VIA THE INTERNET

During the contest entry period, using original video footage that you shoot, create a video that conforms to the contest rules and regulation. Limit your entry to 30 seconds and 100 MB in .mov, .mpg, .avi, .wmv, or .flv. In an original and creative manner, your video submission should include accurate facts about the effects of tobacco use and second-hand smoke exposure, and/or demonstrate how marketing techniques used by the tobacco industry appeal to young people. A few websites have been provided for educational purposes. If you choose to add music to your video, it must be original or royalty-free music. Some suggested sites for royalty-free music are: [www.royaltyfreemusic.com](http://www.royaltyfreemusic.com), [www.opuzz.com](http://www.opuzz.com), and [www.incompetech.com](http://www.incompetech.com). To enter your video in the contest, you must perform the following: Upload your video, created in accordance with these "Official Rules", to the Tobacco Free Escambia site at [www.SWATVideoContest.com](http://www.SWATVideoContest.com) and follow the directions to complete the entry form by submitting ALL the requested information, including a valid email address for which you are

the authorized user. You will be asked to review and agree with the “Privacy Policy” and the “Official Rules” of this Contest. “Authorized user” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address. In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the authorized account holder of the email account. Entries must be sent electronically during the “Contest Entry Period” and received by contest end. You may submit as many entries as you wish, but each one must be uploaded separately to [www.SWATVideoContest.com](http://www.SWATVideoContest.com) and a new entry form must be completed, all as detailed above. Entries must: (i) be original; (ii) be created solely by entrant (this may be a group effort but only one person may register and win); (iii) not have been previously published, submitted in other Contests or won previous awards; and, (iv) not infringe on the rights of any third party. Videos must not contain pornography, lewd or inappropriate activities, sexual or racial slurs or connotations, representations of any brand name or logo, offensive language or any material that would be offensive to a group or to an individual. Sponsor reserves the right to edit out any portion of a submitted video, or not post a submission if it deems the video unacceptable in its sole determination and will not engage in any form of communication or discussion with anyone who submits such a video.

## **POSSESSION OF TOBACCO**

It is unlawful for any person under 18 years of age to possess any tobacco product. Violations of this law are non-criminal and may subject violators to fines, community service, attendance at anti-tobacco programs and withholding, suspending or revocation of the privilege to drive in Florida. Sections 322.056 and 569.11, Florida Statutes. Contestants under the age of 18 may only use representative tobacco products and may not possess actual tobacco products in violation of Florida law.

## **VIDEO RIGHTS**

By entering this Contest, you are certifying that you meet the eligibility requirements as set forth in these Official Rules. By entering this Contest, you explicitly agree to: (i) grant to the Sponsor the right to use and publish the biographical information that you provide (except street address, telephone number and e-mail address) and the submitted video in all media, including, but not limited to, online displays, television, cable, video productions, wireless applications and other media channels and applications and for advertising, promotions, other Contests sponsored by the Sponsor and other purposes without further consent or compensation, unless otherwise prohibited by law, and you do further irrevocably assign and

transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights and moral rights in the video, and grant Sponsor the right to modify, adapt, sell, publish, use or not use the entry in any way, in whole or in part, in any and all media now known or later developed, without time or territorial limitations or compensation, except where prohibited by law; (ii) agree that the Sponsor, or those acting on its behalf, may photograph and film you and use such photographs and film for all advertising, promotional, trade and other purposes and in all media, including, but not limited to, newspapers, magazines, online displays, television, cable, video productions, online access, wireless applications and other media channels and applications without further consent or compensation, except where prohibited by law; (iii) represent and warrant that you have the right to grant to Sponsor the rights in the submitted video provided above; (iv) certify that you are not affiliated with commercial talent unions including, without limitation, the Screen Actors Guild (SAG); and (v) represent and warrant that you have not used licensed material or any material owned by someone other than you in your video, including, without limitation, music, graphics or artwork; and (vi) represent and warrant that your video is original and you have not copied or plagiarized the concept for your video from other material. In addition, you explicitly warrant that the images, likenesses and voices used in your video are of people who have consented to be videoed and for the video to be submitted into this Contest. If the submitted video was taken by a professional videographer or anyone other than you, you must demonstrate that the videographer has granted you the right to publish, reproduce and otherwise display the video by providing a signed copyright release.

## **VOTING AND WINNER SELECTION**

The videos submitted in the elementary and middle school categories will be judged by a panel of 6 community members. The judges will select one (1) Grand Prize winner per category and one (1) First Prize winner. In scoring, the judges will consider: 1) the creative way you show your feelings about tobacco, second-hand smoke, marketing tactics of the tobacco companies, and the desirability of tobacco-free lifestyle (30%); 2) the originality of your presentation (30%); and 3) the general entertainment quality of the video (40%).

In the High School category, the public will be invited to view the videos submitted and rate them from one to five stars. Five points will be awarded for each five star video rating; four points will be awarded for each four star vote, etc. The 10 videos with the highest number of points will be declared the "finalists." From the 10 finalists, the judges will select one (1) Grand Prize winner and one (1) First prize winner. The judges will consist of a group of 6 community members. In scoring, the judges will consider: 1) the creative way you show your feelings about tobacco, second-hand smoke, marketing tactics of the tobacco companies, and

the desirability of tobacco-free lifestyle (30%); 2) the originality of your presentation (30%); and 3) the general entertainment quality of the video (40%). Finalists may be invited to submit their videos on a DVD disc within a prescribed time frame. If a finalist cannot "burn" his/her own DVD, it will be done for them by the Sponsor, provided the file is submitted in an electronic manner or permission is granted to Sponsor in writing to [Submissions@SwatVideoContest.com](mailto:Submissions@SwatVideoContest.com). Winners will be chosen on or around June 30, 2009.

## **GRAND PRIZE WINNERS AND RUNNER-UPS**

The potential Grand and First Prize winners will be sent an Affidavit of Eligibility, Liability and Publicity Release via email or USPS mail in Sponsor's sole discretion, and will be required to complete the Affidavit, have it notarized and return it within three (3) business days. If the potential Grand or First Prize winner is not the age of majority in Florida the Affidavit will have to be signed by a parent or legal guardian. Failure to do so will cause the prize to be forfeited and another winner may be chosen by the judges.

## **QUANTITY, PRIZE, APPROXIMATE RETAIL VALUE (ARV)**

(3) Grand Prizes : 1-5<sup>th</sup> grade : a Nintendo Wii, retail value not to exceed \$299.00; 6-8<sup>th</sup> grade : an mp3 player (iPod Touch), 8GB, retail value not to exceed \$299.00 USD; and 9-12<sup>th</sup> grade : An HD Video Camera, retail value not to exceed \$299.00 USD. (3) First Prizes: Simon Gift Certificate Visa's, retail value not to exceed \$100.00 USD. Should the actual value of any prize be less than the ARV stated, the difference will not be awarded in cash. All winners will be responsible for all other expenditures not specifically mentioned here. Winners acknowledge that the prizes are awarded "as is" and that the Contest Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize or regarding the use, value or enjoyment of the prize. All Prizes will be awarded if properly claimed according to the Official Rules and if there are sufficient entries.

## **GENERAL (PART 1)**

Contest administration and verification will be supervised by Andromedia Studios, Inc., an independent media organization whose decisions are final. By participating in this Contest, you agree to be bound by these Official Rules. The submission of entries will take place on the Internet at [www.SWATVideoContest.com](http://www.SWATVideoContest.com). Those wishing to enter a video are responsible for accessing the correct website and for all costs, or charges involved in accessing the websites and warrant that the cost of accessing the site, if any, is part of a larger agreement with an Internet Service Provider or some other means, and that the cost of this access is not an incremental

cost and any such costs were incurred prior to and independent of this Contest. Sponsor is not responsible for lost, late, illegible, misdirected, incomplete or garbled entries, for those who cannot access the Internet or cannot click-through for any period of time or for messages or videos that are garbled or if entry information is not captured correctly, or for any technical, hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other problems; and for delay, failure or malfunction for any reason. Sponsor assumes no liability for damage caused to entrant's or any other person's/entity's computer hardware, software or communications network, regardless of cause. Sponsor reserves the right to terminate/cancel or modify the Contest or to disqualify any entrant if, in Sponsor's sole judgment, it determines that the integrity or fairness of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention (hacking), fraud, technical failures, force majeure or any other cause. Should this Contest be terminated/cancelled during the Contest Entry Period, judging will take place in the manner detailed above from all entries received up to the point of termination/cancellation.

## **GENERAL (PART 2)**

By entering this Contest, an entrant explicitly releases, discharges and holds harmless the Contest Entities and their successors and assigns, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Contest and the acceptance and use or misuse of a prize and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action. By accepting a prize, winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive the prize is non-assignable and non-transferable and no prize substitution, transfer, exchange or cash equivalent will be allowed except by Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of the prize or force majeure. A prize or prize notification that is returned as undeliverable will disqualify the winner and an alternative winner will be selected by the Contest judges.

## LAW

If any provision of this Contest shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply. All taxes are each winner's responsibility; the value of the prize will be treated as ordinary income to prize recipients for income tax purposes and an IRS Form 1099 for the year 2009 will be sent to winners of prizes valued over \$600.

## ERRORS AND OMISSIONS

The Contest Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. This Contest is conducted in American English.

## PRIVACY

Sponsor and Administrator collect personal information from you when you enter the Contest. The information collected is subject to the Sponsor's Privacy Policy found at <http://www.myflorida.com/myflorida/privacy.html>.

## WAIVERS

Except where prohibited by law, by entering this Contest, each entrant hereby waives any right he/she may have to a trial by jury and agrees that any and all disputes, claims, actions and causes of action arising out of or connected with this Contest or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules and other documents shall be resolved individually, without resort to any form of class action, and exclusively in a Florida court or administrative hearing of competent jurisdiction sitting in Escambia County, Florida. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees or "costs." Some jurisdictions do not allow the limitation or exclusion of liability for punitive, incidental or consequential damages, so the above may not apply to you.

## FOR THE NAME OF THE GRAND AND FIRST PRIZE WINNERS

Available on or about June 30, 2009: Send a self addressed, adequately stamped, #10, Business envelope to Winner — "Tobacco Free Escambia" Video Contest, c/o Andromedia Studios, Inc., P.O. Box 17574, Pensacola, FL 32501, to be received by June 30th, 2009. No mechanically reproduced or photocopied requests allowed; only one (1) request per outer mailing envelope. You cannot enter the Contest using this address.

## **SPONSOR**

**This Promotion is sponsored by the Escambia County Healthy Department, 1295 W. Fairfield Dr, Pensacola, FL 32501 ("Sponsor") and is administered by Andromedia Studios, P.O. Box 17574, Pensacola, FL 32501.**