

## ***What Interact Means to You***

### **Interact Video Contest Official Rules**

#### **No purchases or donation necessary to enter or win.**

**1. ELIGIBILITY:** The Interact Video Contest (“Contest”) is open worldwide to entrants ages 14 or older who are Interactors or Rotarian members of a Rotary club that sponsors an Interact club (“Entrant” or “Entrants”). A minor (a person under 18 years of age) submitting an entry should receive his/her parent/legal guardian’s permission and include his/her parent/legal guardian’s name and daytime telephone number on the Entry Form, which will be located at <http://www.rotary.org/youthprograms>. Entrants must have an account with YouTube, LLC, which is free. Employees and interns of Rotary International and The Rotary Foundation of Rotary International and YouTube, LLC, and their immediate family members (spouse, parents, siblings and children) and household members of each such employee are not eligible or are excluded. Contest is subject to all applicable United States federal, state, and local laws and regulations. Void where prohibited or restricted by law.

**2. SPONSOR:** Rotary International, 1560 Sherman Avenue, Evanston, IL 60201 (“Sponsor”).

**3. AGREEMENT:** Participation in this Contest constitutes Entrant’s full and unconditional agreement to these Interact Video Contest Official Rules (“Official Rules”) and Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning is contingent upon fulfilling all requirements set forth herein. All video entries become the property of Sponsor and will not be returned.

**4. CONTEST PERIOD:** Contest begins 1 June 2009 at 12:00 A.M. Central Standard Time (“CST”) and ends on 1 October 2009 at 11:59 PM CST (“Contest Period”). YouTube, LLC’s Web site is the official time-keeping device for the Contest Period. Video entries received prior to or after Contest Period are void.

**5. HOW TO ENTER:** During the Contest Period, join the 2009 Interact Video Contest group at <http://www.youtube.com/group/2009InteractContest> and follow the instructions to create or log in to your YouTube, LLC account (“Account”). Follow the instructions to upload and submit your video (“Submission”). During the Contest Period you must also go to <http://www.rotary.org/youthprograms> and complete the Entry Form, which you must email to [interact@rotary.org](mailto:interact@rotary.org).

By uploading your Submission, you agree that it conforms to these Official Rules and the YouTube Terms of Service. Sponsor may remove your Submission and disqualify you from the Contest, in its sole discretion, if Sponsor believes that your Submission fails to conform to these Official Rules and the YouTube Terms of Service.

Entrants must only enter the Contest once. Sponsor reserves the right to disqualify Entrants who submit multiple Submissions. Submissions will not be returned and will become the property of Sponsor. Submissions generated by automated means, including script or macro are void. The person who creates the Account will be deemed the Entrant. Sponsor reserves the right to disqualify Entrants who are unable to provide, upon request, video in the formats required by Sponsor herein.

Any Entrant whose Submission includes likenesses of third parties or contains elements not owned by the Entrant (including, but not limited to, trademarks, images or logos) must be able to provide to Sponsor legal releases for such uses, including Sponsor’s use, in a form acceptable to Sponsor. Entrants whose Submission includes likenesses of minors must be able to provide to Sponsor, upon request, legal releases signed by the parent or legal guardian of such minors.

In the event of a dispute as to any Submission, the authorized account holder, at time of entry, of the email address used to create the applicable Account will be deemed to be the Entrant and must comply with these

Official Rules. Each Entrant may be required to show proof that he/she is the authorized account holder. In the event that the ownership of the video is contested, Sponsor shall disqualify the video and discontinue use of the video.

Personal information collected from Entrant, such as Entrant's name, Rotary affiliation, mailing address, e-mail address, and phone number is subject to Sponsor's Privacy Policy, <http://www.rotary.org/en/AboutUs/SiteTools/Legal/Pages/PrivacyPolicy.aspx>. Sponsor will only use this information for the purposes of administering your participation in the Contest, and will not release the information to any third party for any reason.

**6. SUBMISSION GUIDELINES:** All Submissions must be submitted by the original videographer and not anonymously.

- All Submissions must be the original creation of the Entrant;
- Entrant must hold all rights to the video submitted, including the copyright;
- The Submission may not exceed three (3) minutes in length and must be at least thirty (30) seconds in length;
- The Submission must be in English or contain English subtitles;
- The Submission must comply with the YouTube Terms of Service, <http://www.youtube.com/t/terms>; and
- The Submission must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

- The Submission may not have been previously published, submitted, distributed or aired;
- The Submission must not contain material that violates or infringes the rights of others, including, but not limited, to privacy, publicity or intellectual property rights (including copyright, trademark or patent rights) or constitutes copyright or trademark infringement;
- The Submission must **NOT** contain copyrighted music, images, footage, artwork or videos not owned by Entrant;
- The Submission must **NOT** contain any trademarks, logos, or brand names other than RI's Interact logo or the Interact name;
- The Submission must not defame or invade the privacy rights or privacy of any person, living or deceased;
- The Submission must not contain tortuous, defamatory, slanderous or libelous materials;
- The Submission must not disparage Sponsor or The Rotary Foundation or any other person or party affiliated with the promotion and administration of this Contest, including YouTube, LLC;
- The Submission must not contain inappropriate, indecent, obscene, hateful, or discriminatory, materials, as determined in Sponsor's sole discretion; and
- The Submission must not contain unlawful or illegal materials or materials contrary to the laws or regulations in the jurisdiction in which the Submission was created.

**7. PRIZES:** One (1) Grand Prize: The Grand Prize winner's video will appear in the November 2009 issue of *Interactive*. Two (2) first place prizes: The two first place prize winner's videos will be displayed on [www.youtube.com/user/InteractOfficial](http://www.youtube.com/user/InteractOfficial).

**8. JUDGING:** A panel of five qualified judges determined by Sponsor, in its sole discretion, will select the winners from among all eligible Submissions based on the following criteria:

- Appropriateness to purpose of Contest (50%)
- Originality/Creativity of video (25%)
- Quality of video (25%)

In the event of a tie, the Entrant whose Submission received the highest score in the Originality/Creativity of video category, as determined by the qualified judges in their sole discretion, will be deemed the Grand Prize winner. The judges' decision is final.

**9. WINNER NOTIFICATION:** The Grand Prize winner will be notified via email on or around 14 October 2009. The two first prize winners will be notified once the Grand Prize winner is confirmed. Each potential winner will have five (5) days after being notified via email to respond or forfeit the prize. If a potential winner cannot be contacted within a reasonable time period, fails to respond to the email notification within the required time period, is not in compliance with these Official Rules, or prize or prize notification is returned as undeliverable, such potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners will be selected through this process, after which the applicable prize will remain un-awarded.

Winners, or the parent or legal guardian of such winners, if a winner is a minor, may be required to complete and sign an affidavit of eligibility and originality. The affidavit must be returned within ten (10) days of notification of winning. Failure to comply with this requirement will result in disqualification and the prize will be forfeited and may be awarded to another winner. No transfer or substitution of prizes permitted. Winners agree that the Sponsor shall not be liable for injury, loss, or damage of any kind resulting from participation in this promotion or from the acceptance or uses of the prizes awarded.

**10. RELEASE:** By participating in or entering this Contest, Entrant agrees to defend, indemnify, release and hold harmless Sponsor including its respective directors, trustees, officers, committees, subsidiaries, affiliates, employees, agents, assigns, third party information providers and representatives ("Rotary Indemnitees") from and against all claims (including, claims of patent, trademark, and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines and judgments asserted against or recovered from Rotary Indemnitees arising out of or related to Entrant's participation in Contest or Submission, arising out of any act, conduct, omission, negligence, misconduct, or unlawful act (or act contrary to any governmental order or regulation) by Entrant, and including, but not limited to, personal injury, damage or loss of property, breach or violation of these Official Rules or rights of another by Entrant. Sponsor shall not be liable in any way for injuries to persons or damages to property incurred or suffered by Entrant or any of Entrant's subcontractors, agents, heirs, successors or assigns, or any person related to Entrant in any way.

**11. GENERAL TERMS AND CONDITIONS:** By entering or participating in the Contest, Entrants agree to be bound by these Official Rules. Any attempt by any Entrant or other person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term. Sponsor reserves the right to disqualify any suspect entry or Entrant or cancel, suspend, terminate and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If Entrant or Contest is terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to the time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions.

By uploading a Submission to <http://www.youtube.com/group/2009InteractContest> or participating in or entering the Contest, Entrant grants Sponsor a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license to use, print, publish, reproduce, perform, edit, modify, create derivative works from, and display Submission and any description of Submission in whole or in part, in any publication or promotional device of Sponsor and in any form, media or technology now known or later developed, including using Submission for

promotional and marketing purposes without attribution or compensation to Entrant and his/her successors or assigns. The grant of rights herein shall include, but not be limited to, the right to adapt or otherwise use the Submission, or any portion thereof, alone or in conjunction with other materials, in all types of electronic, digital, online, computer-based media and technologies and any other system or medium now existing or hereafter developed, as well as the storage, retrieval, transmission, display, output and reproduction of data through any such media and technologies. Entrant will sign any necessary documentation that may be required by Sponsor to make use of the non-exclusive rights Entrant is granting to use the Submission. Submissions may be published on [www.rotary.org](http://www.rotary.org) at any time.

Entrant agrees to the worldwide publication and/or display of his/her name and likeness, the decision for which to be made at the discretion of Sponsor, except where prohibited by law. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, likeness, biographical materials, image, photo, Submission and/or prize information for advertising, promotional, publicity and other purposes, worldwide, in any and all media now known or hereafter devised, including posting the Submission online, for editorial purposes concerning this Contest or succeeding contests and for editorial publicity, special events and advertising purposes in connection with promoting Sponsor, its products, its Web site and/or this Contest or succeeding contests, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor, in its sole discretion, shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Rotary Indemnitees (as defined in Section 10, above) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**12. LIMITATIONS OF LIABILITY:** Sponsor disclaims all responsibility for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury, loss or damage to persons or property, including but not limited to Entrant's computer or video equipment, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse of any prize awarded. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**13. DISPUTES:** Except where prohibited, Entrant agrees that: (1) these Official Rules or the rights and obligations of the Entrant and Sponsor in connection with this Contest shall be governed and construed by the laws of the State of Illinois, without regard to its conflict of laws; and (2) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state courts sitting in Cook County, Illinois or the federal courts in the Northern District of Illinois.