



Americans for the Arts “Why Arts Matter” Video Contest Announcement

Americans for the Arts asks ***Why do the Arts Matter to You*** with the announcement of the Arts Matter Video Contest in conjunction with its 50th Anniversary. Celebrate the arts in America by creating a video that tells Why the Arts Matter to You.

Research tells us that collectively, the arts are essential to a child’s development, that they’re an important part of our economy, that they improve the health and vitality of people and communities around the world. But we want to hear from you. Why the arts are so important in your life?

Maybe you love the inspiration and stress relief you get from painting in your spare time. Maybe you’re a teacher who has seen your students come alive throughout the year by taking an art class or learning to play a musical instrument. Or maybe you’re a singer in a chorus who loves to express yourself through music. Or maybe you’re a professional artist who relies on your skill and creativity as your livelihood. We’ve been asking people across the country about the arts in their lives and they’ve shared their inspirations, their stories, and their favorite art forms. Now we want to hear from you.

The contest will be officially announced January 21, 2010. Winners will receive a Flip UltraHD Camcorder, 120 Minutes. Read the official rules and regulations for details.

Key Dates for the Contest

- April 1 - September 24: Upload your video
- ~~As~~ September 26 - October 8: Voting period
- ~~At~~ October 12 - Announcement of winners to kick off National Arts & Humanities Month

Get started today on your video and enchant the world with your creativity. Winning videos will be featured on the Americans for the Arts websites and YouTube channels.

Please follow the Guidelines for the Video Contest

- **Size:** Video entries must be two minutes or less, and no more than 100MB
- **Format:** Videos from digital cameras, camcorders, and phones are all acceptable if they're in .wmv, .avi, .mov, or .mpg format. Please avoid filming any copyrighted material such as music, logo-apparel, etc.
- **See the complete Rules and Regulation for all the contest details at** <http://www.AmericansForTheArts.org/go/WhyArtsMatter>



Americans for the Arts “Why Arts Matter” Video Contest Rules and Regulations

1. ELIGIBILITY: Contest is open to legal residents of the United States and the District of Columbia who must be 13 years of age or older as of January 21, 2010. Employees of Americans for the Arts (“Sponsor”), and their immediate families and household members are not eligible. A minor (for these purposes, a person under 18 years of age) submitting an entry should receive his/her parent/legal guardian’s permission and include his/her parent’s/legal guardian’s name and daytime telephone number on the official entry form. If a prize is won by a minor, the prize shall be awarded to the minor’s parent or guardian who must execute the required documentation on the minor’s behalf. This contest is void in Puerto Rico and all other U.S. territories and possessions and where prohibited. Contest is subject to all applicable federal, state and local laws and regulations. Sponsor reserves the right to verify eligibility qualifications of the winner. .

2. CONTEST PERIOD: The Contest periods are as follows and named as they will be referred to hereafter:

- a. “Full Contest Period”: From the contest announcement on January 20, 2010 through featuring the winners on the web, October 12, 2010, 12:00 p.m. EST
- b. “Contest Entry Period”: Consists of a video submission phase which begins at 12:00 a.m. EST on April 1, 2010, and ends at 11:59 p.m. EST on September 24, 2010. Entries received prior to or after Entry Period are void.
- c. “Voting Period”: A voting period which begins at 12:00 a.m. EST on October 8, 2010 and ends at 11:59 p.m. EST on October 12, 2010.
- d. “Spotlight Period”: Winning videos will be featured on the Americans for the Arts website after the announcement of the winning submissions in October, 2010 and will continue to be featured at least through December 31, 2010. Americans for the Arts reserves the right to reduce or extend the spotlight period.

3. TO ENTER: Create a two minute (or less) video to share *Why the Arts Matter to You*. Refer to Rules 3-4 below for more details regarding the requirements for your video.

You must complete both of the following steps:

- a. **Register on YouTube.** If you are not an existing user of YouTube, you will be required to create a free user account at <http://www.youtube.com/signup>. Registration on YouTube must be completed before a video can be submitted. When you register your YouTube account, you will be required to agree to the YouTube

Terms of Use, located at <http://www.youtube.com/t/terms>, and the YouTube Privacy Policy, located at <http://www.youtube.com/t/privacy>.

- b. Upload your Video Submission.** Specific video upload instructions will be provided by February 22, 2010. Please check back then.

4. CONDITIONS OF ENTRY: As conditions of entry into this Contest and by uploading and entering a Submission, Entrant warrants and represents that the Submission (a) is original and has been legally created; (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (c) has not been entered in or won previous contests or awards; and (d) has not been published or distributed previously in any media. Entrant represents that he/she owns all rights to his/her Submission, including, without limitation, the copyrights in the recording and the performance contained therein. Entrant further represents and warrants that the Entrant has obtained permission from each person whose name, image, likeness or voice ("Likeness") is included in the Submission, and that such person(s) have granted Entrant all necessary rights to use the person's Likeness as described in these rules, and that Entrant can make written copies of such permissions available to the Sponsor upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor. By uploading a Submission, Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's Submission, including, but not limited to, the recording and the performances contained therein (in each case, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion), as well as to use Entrant's name, likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the submission, and agrees not to sue or assert any claim against the Sponsor for the use of the Submission or Entrant's Likeness or statements. Entrant agrees to indemnify and hold Sponsor, its agencies and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnities"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnities due to or arising out of the Entrant's Submission, or the Entrant's conduct in creating a Submission or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of

privacy; or defamation. Entrant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements, characters or ideas contained in any submission.

5. SUBMISSION FORMAT AND CONTENT REQUIREMENTS:

- a. **Creative Assignment:** Make a video to share *Why the Arts Matter to You*. You can tell us anything you'd like about the how the arts impact your life. You may want to highlight your favorite art form, tell us about a person, teacher, family member, or friend who has inspired you to be involved in the arts, or how you participate in the arts in your school or community.
- b. **Technical Requirements:** The maximum file size for any video file uploaded to YouTube is 100 MB. Video file(s) submitted to your YouTube account must be provided in one of the following file formats: avi, mov, mpg, or wmv. See the YouTube User Terms of Use for additional details at <http://www.youtube.com/t/terms>.

To see video from others who have shared why the arts matter to them visit <http://www.AmericansfortheArts/go/WhyArtsMatter>.

- c. **Additional Requirements: The video must be 2 minutes or less in length, including any tags.** Once you complete and submit your video, your Submission is final and may not be modified or edited without permission from Sponsor. No Submissions will be returned. The person named as the registered owner of the user account on YouTube associated with the Submission and named on the Contest Registration form for the Submission must match, and that person will be deemed the entrant ("Entrant"), or the registered owner of the user account on YouTube must be the parent or legal guardian of the Entrant. In the event of dispute regarding the identity of an Entrant, dispute will be resolved in favor of the individual who is the "authorized e-mail account holder" of the e-mail address provided when the YouTube user account was created. "Authorized email account holder" is defined as the natural person assigned an e-mail address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If there are multiple Entrants in one family, it is preferred that each Entrant submit their Submission with their own unique user account on YouTube, although multiple Entrants in one family are allowed to enter Submissions on one user account on YouTube. **Each Entrant must notify the Sponsor via email that they have entered the contest per instructions provided in the TO ENTER section above.** If any group of individuals elects to collaborate on a Submission, they are

required to designate one (1) representative to enter the Contest and accept the prize on behalf of the group. Neither Sponsor nor any of the Contest Parties are liable for any disputes between collaborators related to a Submission. Please note the following:

- d. **Inappropriate Content:** When YouTube users identify inappropriate content, as described in our [Terms of Use](http://www.youtube.com/t/terms) (<http://www.youtube.com/t/terms>) and [Community Guidelines](http://www.youtube.com/t/community_guidelines) (http://www.youtube.com/t/community_guidelines), they are able to flag the video. Each flagged video is promptly reviewed by YouTube administrators (24 hours a day, 7 days a week) who immediately remove any content that violates the Terms of Use. Sponsor is not help liable for any for any video removed for inappropriate content and Sponsor reserves the right to remove any offensive video submissions without notification to Entrant.

7. SELECTION OF WINNERS: Entries will be evaluated based on the following criteria: creative concept (25%), technical ability (25%), sound (25%), and dialogue (25%). Entry must be in keeping with Sponsor's image and may not be offensive, as determined by Americans for the Arts in their sole discretion. Americans for the Arts' decisions are final and binding on matters relating to the Contest. Americans for the Arts reserve the right not to award the prize if it determines that no entry is qualified.

8. PRIZES: ONE (1) GRAND PRIZE and One (1) Viewer's Choice Award for each of two (2) age categories: kids: ages 13 –18 and adult: anyone over 18 years of age. In addition, the Grand Prize, and Viewer's Choice Award winners' (in each age category) videos will be featured on the Americans for the Arts website, subject to Sponsor's right to edit the videos in Sponsor's sole discretion to comply with network guidelines or for any other reason. Limit one prize per person. Prize for each awardee will be a Flip UltraHD Camcorder, 120 Minutes

9. GENERAL CONDITIONS: All winners will be required to irrevocably assign and transfer to Sponsor any and all rights, title and interest in his/her Submission, including, without limitation, all copyrights, and agree to waive all moral rights in that Submission. Winners will be required to complete, sign and return a Consent & Release form. All completed documents must be returned to Sponsor within 7 business days of the date notice was sent or winning status will be forfeited and an alternate winner may be selected. The winners may also be required to sign additional documents, as deemed necessary by Sponsor in its sole discretion. Winners are solely responsible for any taxes on their respective prizes. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual, including if such individual is deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor or YouTube; (b) violating the Official Rules; (c) violating the YouTube Terms of Service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent

to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to require a winners to submit to a confidential background check to confirm eligibility as a condition of awarding the prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Contest Parties resulting from any Entrant's or other user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the website in whole or in part for any reason; traffic congestion on the Internet or the website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the website. Use of website is at user's own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the website or the download of any information from the website. By participating in the Contest, the Entrant releases Sponsor and Contest Parties from, and covenants not to Sponsor and Contest Parties for, any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. Sponsor and Contest Parties are not liable in the event that any portion of the Contest is cancelled for any reason whatsoever. If such cancellation is due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event") Sponsor may, but is not obligated to, exercise commercially reasonable efforts to announce the winning Submissions at another time or make a reasonable substitution in its sole discretion. Notwithstanding the above, should Sponsor or Contest Parties be found liable by a court of law, the liability of Sponsor and Contest Parties to Entrant or any other party shall not exceed \$100.

11. ADDITIONAL RESTRICTIONS: Caution: Any attempt by an entrant or any other individual to deliberately damage any online service or website, tamper with the judging process, or otherwise undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes beyond the control of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Contest and/or award the prizes from among all eligible, non-suspect entries received as of the date of the termination, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification. No correspondence regarding entries will be entered into with entrants other than the prize winner.

12. PERSONAL INFORMATION: The personal information collected through the Contest is subject to the Sponsor's privacy policy statement located at <http://www.artsusa.org/privacy.asp>.

13. SPONSOR: Americans for the Arts, 1000 Vermont Avenue, NW, 6th Floor, Washington, DC 20005.

14. GOVERNING LAW; FORUM SELECTION. This Agreement shall be governed in all respects by the laws of the District of Columbia, and, as applicable, US federal law, as they apply to agreements entered into and to be performed entirely within the District of Columbia between District of Columbia residents, without regard to conflict of law provisions. Entrant agrees that any claim or dispute Entrant may have against Sponsor or Contract Parties must be resolved exclusively by a state or federal court located in the District of Columbia.