

# CONTEST RULES

---

## VideoBlocks Student Film Contest OFFICIAL RULES

IMPORTANT - READ CAREFULLY. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. BY SUBMITTING A FILM OR VIDEO INTO THE VIDEOBLOCK-Buster Contest (DEFINED BELOW), YOUR MATERIALS MAY BE INCLUDED IN VIDEOBLOCKS'S COMMERCIAL MATERIAL, AS WELL AS AT VIDEOBLOCKS'S WEBSITE OR SOCIAL MEDIA PLATFORMS. YOUR PARTICIPATION IS SUBJECT TO THE TERMS AND RULES HEREIN, AND OTHER TERMS AS APPLICABLE.

**AGREEMENT TO CONTEST OFFICIAL RULES:** By entering this Contest, as a participant ("Entrant," or "you"), you indicate your full and unconditional agreement to, and acceptance of these rules ("Official Rules") which are final and binding. Winning a prize in this Contest is contingent upon fulfilling all requirements set forth in these Official Rules. At the time Entrants submit content to VideoBlocks online, Entrants will agree to these Official Rules.

**ELIGIBILITY:** The Contest is open to (i) legal residents in any of the fifty (50) United States and the District of Columbia, (ii) who are at least 18 years of age or older, (iii) who are full-time or part-time students matriculated at a college or university at the time of entry and who are not: (v) represented under a contract (e.g., by a talent agent or manager) either at the time of entry or at any time since September 12, 2013; vi) subject to an acting, modeling or any other contract that would make his/her appearance in the work a violation of any third-party rights; or (vii) under any other contractual relationship, including but not limited to any guild or union memberships, that would in any way limit or impair VideoBlocks' ability to display or use his/her Film, name, likeness or any work that he/she has created for the Contest in any media form, in perpetuity on a royalty-free basis, without any payment of fee obligations of any kind. Void in (i) Puerto Rico, (ii) outside the fifty (50) United States and the District of Columbia, and (iii) where otherwise prohibited or restricted, in any manner. Employees of VideoBlocks, or those of its subsidiaries, advertising and production agencies, and other companies directly involved in the implementation and/or operation of the Contest, along with their immediate families and household members, are not eligible to participate in the Contest. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. All federal, state, and local laws and regulations apply.

**Contest PERIOD:** The Contest starts on September 21, 2015 at 12:00:01 AM Pacific Daylight Savings Time ("PDT") and ends on November 2, 2015 at 11:59:59 PM PDT ("Promotion Period"). VideoBlocks' computer shall be the official time keeping device for the Contest.

**HOW TO QUALIFY:** Participants of VideoBlocks Contest agree to these Official Rules when they submit content to VideoBlocks. Other than an award at this year's Contest, an eligible Film may not have won a previous award, prize or contest; may not have been published previously, and Films must not infringe upon any other person's rights. Films must not contain, as determined by VideoBlocks' sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; obscene or offensive;
- Promotes the underage consumption and over consumption of alcohol; or promotes illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, trade names or copyrighted materials owned by others;
- Contains any personal identification, such as license plate numbers, personal names (other than just first name), email or street addresses;
- Contains information about competitive products;
- Communicates messages inconsistent with the positive images and/or goodwill to which VideoBlocks wishes to associate; and/or
- Violates any law or infringes upon the rights of any other person or company.

VideoBlocks reserves the right to screen and not to post a Film or to disqualify any Film that is deemed to be inappropriate as indicated above. Company names, trademarks, logos and music other than those owned by the Entrant, photographs, artwork, other copyrighted materials and the name, voice or likeness of any person not the Entrant (collectively, "Third Party Intellectual Property") may not be included in any Film submitted. Any Film submitted that includes any Third Party Intellectual Property (example: a person in the Film is wearing branded merchandise with a proprietary brand logo) may be disqualified if such use is deemed inappropriate, impermissible or illegal, as determined by VideoBlocks in its sole discretion. Persons found tampering with or abusing any aspect of the Contest, or whom VideoBlocks believes to be causing malfunction, error, disruption or damage will be disqualified. VideoBlocks reserves the right to disqualify Films submitted through robotic, automatic, mechanical,

programmed or similar duplication method, or Film submission made through any third-party website, and to disqualify any individual using such a method. VideoBlocks, related affiliated and subsidiary companies, advertising, promotion, public relations and fulfillment agencies and legal advisors and their respective officers, directors, agents, employees, and assigns (collectively, the "Released Parties") are not responsible for any problems or technical, hardware, or software malfunctions of any network or telephone lines, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest, computer online systems, servers or providers, computer or other electronic equipment, software, failure of any e-mail or Film to be received by the VideoBlocks due to technical problems, human error or traffic congestion, unavailable network connections on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer or other electronic device relating to or resulting from participating in this Contest or uploading/downloading any materials in connection with this Contest.

**INTELLECTUAL PROPERTY RIGHTS/WARRANTY:** By participating in the Contest, each Entrant has granted VideoBlocks broad rights in its Film. Through VideoBlocks sponsorship of the Contest, and your agreement to participate in this Contest, you grant VideoBlocks rights in your Film which include a perpetual, worldwide, irrevocable, exclusive, assignable, transferable, unqualified, unrestricted, royalty-free license and the right to edit, modify, publish, use, reuse, distribute, publicly display, copy and otherwise exploit the Film or any part thereof, and any materials based thereon or derived from, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in the commercial packaging and point-of-sale materials, or for promotion, marketing or advertising of VideoBlocks and its brands and/or products in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the Entrant, except where prohibited by law. In addition, each Entrant forever waives in favor of VideoBlocks all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that may preclude the use of the Film (or any part thereof) as granted herein, or require Team's permission to use the Film (or any part thereof) for the purposes stated herein. By allowing the VideoBlocks to feature the Film in this Contest, each Entrant warrants and represents that the Film is original and was created solely by the Entrant, that the Film does not impermissibly incorporate any material owned by any third party, and that use of the Film as described herein will not violate any law or infringe

upon the rights of any third party. If, in the sole discretion of VideoBlocks, the Film violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Official Rules or is deemed inappropriate, the VideoBlocks may disqualify the Film.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified VideoBlocks at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless VideoBlocks from and against any and all claims, actions suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from: (i) any Film provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by an Entrant in connection with the Contest; (iii) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (iv) any non-compliance by the Entrant with these Official Rules; (v) claims brought by persons or entities other than the parties to these Official Rules arising from or related to the Entrant's involvement with the Contest; (vi) any malfunction or other problem with the Contest site in relation to the Film and participation in the Contest by Entrant; or (vii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the Film and participation in the Contest by the Entrant.

**FINALIST SELECTION:** The internal team at VideoBlocks will review all qualifying student film submissions to determine 10 Finalists. The criteria used to determine finalists includes, but is not limited to: Originality, Creativity, Cinematography, Entertainment Value, and Overall Quality. The 10 Finalist films will be reviewed by our guest judge external to VideoBlocks to determine the five (5) prize winners as detailed below.

**FINALIST PRIZES AND THEIR APPROXIMATE VALUES: ONE (1) GRAND PRIZE:** The Grand Prize is a check in the amount of USD\$5,000 made payable to the Team Leader listed on the Grand Prize Winning Film and an additional check in the amount of USD\$1,000 will be made payable to the professor who sponsored the Grand Prize winner.

**Four (4) Runner-up Prizes:** The films that receive the second, third, fourth, and fifth highest ranking will be deemed a Runner-up Prize Winner. Each Runner-up prize consists of one (1) USD\$1,000 check made payable to each of the Team Leaders listed on the runner-up winning films.

**TOTAL APPROXIMATE VALUE OF ALL PRIZES: \$10,000.** Any winner of a prize in the Contest is a "Winner," and collectively, "Winners." By accepting a Prize, Winners agree to be responsible for all federal, state, local, or other applicable taxes (and related reporting obligations) associated with acceptance and use of the prize. Winners will be requested to provide a social security number for purposes of VideoBlocks' reporting requirements. VideoBlocks has made no warranty or guarantee in whole or in part, express or implied, in fact or in law, in relation to the use of any Prize including, but not limited to, its quality, merchantability, fitness for a particular purpose or suitability for use. VideoBlocks accepts no responsibility with respect to an Entrant's obligations to others and the distribution of any prize winnings. Limit one (1) prize per household. Once a prize has been delivered to a Winner, all liability for any loss or damage, including any property damage, personal injury, or death to a Winner or any third party shall be the sole responsibility of a Winner and a Winner shall indemnify and hold harmless VideoBlocks and its affiliates for any claims therefore.

**RELEASE OF LIABILITY:** By participating in the Contest, you/Entrant release VideoBlocks, and its subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and others associated with the implementation and/or operation of such Contest, from and against any and all injury, loss, or damage caused or claimed to be caused by participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of any Prize. The Entrant of the Grand Prize Winner and (if applicable) Team Members, will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release within five (5) business days of notification. Non-compliance by the Entrant or (if applicable) any Team Member will result in disqualification and the Grand Prize may be awarded to the next Finalist Film that received the second highest number of votes during the Finalist Voting Period. By signing and returning an Affidavit of Eligibility, Liability and Publicity Release, the Team Leader and (if applicable) each Finalist Team Member agrees to the use of his/her Film, name, hometown and/or likeness/photograph for promotional, advertising and/or publicity purposes in any media, known or hereafter invented throughout the world in perpetuity, without further notice or compensation and may be asked to agree to a criminal and personal social media background investigation. In the event the criminal background investigation consists of a criminal record, the VideoBlocks reserves the right, at its sole discretion, to disqualify the Grand Prize Winner. In the event the Grand Prize Winner, their personal social media investigation consists of content found in any social medium that is false or contains misleading claims about VideoBlocks and its products or services, that defames, misrepresents or contains disparaging remarks about VideoBlocks, its products or services, or other people

or companies; or communicates any message or image that is inconsistent with VideoBlocks' positive image and/or good will with which VideoBlocks wishes to associate or contains content that violates any rule, law or regulation, the VideoBlocks reserves the right, at its sole discretion, to disqualify the Grand Prize Winner.

**ADDITIONAL RULES:** VideoBlocks is not responsible for: (i) lost, late, misdirected, damaged, garbled, or illegible entries/registrations; (ii) errors, omissions, interruptions, deletions, defects, delays in operation or transmission, theft or destruction, or unauthorized access to or alterations of entry/registration materials, or for technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by VideoBlocks on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Contest. VideoBlocks reserves the right to: (a) permanently disqualify from the Contest any person it believes has intentionally violated these Contest Official Rules; and (b) suspend, modify or terminate the Contest if VideoBlocks believes, in its sole discretion that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, or integrity of the Contest.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND VIDEOBLOCKS RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**PRIVACY AND PUBLICITY:** Any information you submit as part of an entry or the Contest will be used by VideoBlocks for purposes of administering the Contest, for VideoBlocks to send you marketing materials and to communicate with you about VideoBlocks' products and services, and is subject to VideoBlocks' privacy policy. Except where prohibited, participation in a Contest constitutes an Entrant's consent to VideoBlocks' use of his/her name, likeness, voice, opinions, biographical information and state of residence for Contest purposes in any media without further payment or consideration. YOUR IMAGE AND MATERIALS MAY BE INCLUDED IN VIDEOBLOCKS'S COMMERCIAL MATERIAL, AS WELL AS AT VIDEOBLOCKS'S WEBSITE OR SOCIAL MEDIA PLATFORMS.

**Footage Firm Educational License Restrictions**

**Entrants will be given non-transferrable access for the duration of the contest subject to the following restrictions.**

**General Usage Restrictions of VideoBlocks and AudioBlocks Content**

- I. **The License:** This is a license, not a sale. Footage Firm (owner of VideoBlocks.com, and AudioBlocks.com) continues to own all Stock Files.
  - a. **Licensees.** The "Licensees" under this agreement are official Entrants of the VideoBlocks' contest.
  - b. **License Terms.** Subject to Entrant's acceptance of the terms of this Agreement, Footage Firm hereby grants to Licensees a limited non-exclusive, revocable, non-transferable, worldwide right to use the Stock Files as follows:
    - i. **Allowed uses.** Licensees agree not to use any Offering for purposes beyond the scope of this Agreement. Without limiting the foregoing, Licensees may use the Stock Files for (a) any educational project and (b) any commercial project related to the official commercial activities of the Institution. Subject to the foregoing, such projects may include feature films, broadcast, industrial, video, print projects, multimedia, games, and the internet.
    - ii. **Derivative Work Requirement.** Any and all uses of the Stock Files is subject to the limitation that the Stock Files must be incorporated into any work with substantial value added by the Licensees such that transformed or derivative work is not recognizable as the Stock File nor is the Stock File capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Derivative Work" for the purposes of this Agreement). Thus, the Licensees must incorporate Stock Files in Derivative Works that include promotional materials, packaging, web page design, broadcast, products for sale, electronic and print publication, comps, and layouts. "Nontransferable" as used herein means that except as specifically provided in this Agreement, the Licensees may not sell, rent, loan, give, sublicense, or otherwise transfer to anyone, the Stock File or the right to use the Stock File. Except as otherwise provided in this Agreement, Licensees shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Stock Footage, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Footage Firm. This restriction shall continue beyond the termination of this Agreement.
    - iii. **Limitations.** The Stock Files may not be sold or distributed as standalone clips/stock files, or included in any other media/stock product, library, or collection for distribution or resale. FOR THE AVOIDANCE OF ANY DOUBT, SHARING STOCK FOOTAGE FILES ON A NETWORKED, ARCHIVAL DATABASE IS PROHIBITED. The Stock Files may not be used, in part or in whole, as a trademark or service mark, nor may Licensees claim any proprietary rights of any sort in the Stock Files, or any part thereof. Licensees may not make available some or all of the Stock Files on a web page or other display as a separate or downloadable reusable file, or disassemble, decompile, reverse engineer, translate, or otherwise decode the Stock Files for any reason whatsoever. If Licensees provide Stock Files or Derivative Works to any entity other than a Licensee under this agreement as part of Licensees' work product, that entity may not reuse the Stock Files for any purposes other than a review of Licensees' work product without purchasing a separate license.
  - c. **Copyright:** Footage Firm, its licensors and contributors retain all right, title, and interest in and to the Stock Files not expressly granted by the License Grant above. Such rights are protected by the

United States and International Copyright laws and international treaty provisions. Licensees may be held legally responsible for any copyright infringement that is caused or encouraged by Licensees' failure to abide by the terms of this Agreement.

- d. **Severability.** If any provision of this Agreement is found illegal or unenforceable, the legality and enforceability of the other provisions of the Agreement will not be affected.
- e. **Other Laws.** Client's use of the Stock File(s) must be in compliance with all applicable law, including but not limited to, laws and regulations relating to export, currency, and the law of moral rights. This license will expressly not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- f. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Delaware, excluding its' body of law relating to conflicts of law, and excluding the issue of copyright, including its validity, interpretation, performance, breach, or other matter.
- g. **Dispute Resolution.** Any and all disputes, controversies, demands, counts, claims, or causes of action arising under this Agreement, with the above exceptions, shall be settled by arbitration pursuant to the rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in the highest court having jurisdiction as provided herein. Footage Firm reserves the right to pursue any claim or controversy relating to intellectual property rights, not by arbitration, but by a court located in the State of Delaware. In the event that either a court of competent jurisdiction directs us to go to court, or the matter involves copyright, Client agrees to fully reimburse Footage Firm for its reasonable legal fees, costs, and disbursements if Footage Firm is successful in the suit. Footage Firm reserves the right to seek an injunction to prevent breach of Client's obligation to Footage Firm's intellectual property rights. Footage Firm reserves the right to withdraw Stock Files from VideoBlocks.com at any time, for any reason.
- h. **Modification and Waiver.** No modification, amendment, supplement, or other change to this Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Footage Firm and Client. No waivers under this Agreement will be effective unless expressly set forth in writing and signed by a duly authorized representative of the Party against whom enforcement thereof is sought. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of such provision or right with respect to subsequent claims (unless expressly so stated in a valid amendment or waiver), and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.
- i. **Force Majeure.** Except with regard to payment obligations, neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.