



BY SUBMITTING A VIDEO TO THIS CONTEST, I AGREE TO THE FOLLOWING RULES, GUIDELINES, AND CONDITIONS. OPEN ONLY TO CURRENTLY REGISTERED PARTICIPANTS OF THE SUSAN G. KOMEN CHARLOTTE RACE FOR THE CURE. VOID WHERE PROHIBITED BY LAW.

1. **ELIGIBILITY.** Open only to individuals who are currently registered for the 2010 Charlotte Race for the Cure, and who have a valid user account with YouTube (see Rule 2 below). The following individuals are not eligible for prizes: members of the 2010 Komen Charlotte Executive Board; employees, contractors, directors, and officers of Komen Charlotte, YouTube, and any/all respective parent, subsidiaries and affiliated companies, distributors, web designers, advertising agencies, and immediate family members and those living in the same households of each.
2. **TO ENTER.** Create a video of you and/or your team members, getting ready for the 2010 Charlotte Race for the Cure. To enter your video in the Contest, log onto the YouTube website, and complete the following process. **All videos must be submitted by 09/16/2010.**

- i. **REGISTER ON YOUTUBE.** If you are not an existing user of YouTube, you will be required to create a free user account at 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 www.youtube.com/t/terms, and the YouTube Privacy Policy, located at www.youtube.com/t/privacy.
- ii. **UPLOAD YOUR VIDEO SUBMISSION.** Once you register with YouTube, click "Upload Videos" and follow the instructions to load your final, edited video. **Once the video has loaded, click the "Share" button just below the video screen, and send the link to info@komencharlotte.org. In the message, be sure to include your real name, mailing address, email address, and the name of the YouTube account.** Submissions that do not include all required information and adhere to the foregoing and following requirement will be considered void, and will not be considered in the judging of this contest. (Links to all submissions will be posted on www.komencharlotte.org, and on Facebook.)

- **If you do not complete these registration steps, your Submission will not be entered into the Contest or eligible for a prize.**
- **Registration must be completed by midnight on September 16, 2010 or your submission will not be entered in the contest.**

3. SUBMISSION FORMAT AND CONTENT REQUIREMENTS

- a. **Creative Requirements:** Gather your team members together, your friends, and/or family, and put together a creative and entertaining video showing you getting ready for the Race, promoting your team, spreading the message of early detection, or just celebrating life!
 - i. All videos must include "Charlotte Race for the Cure" along with the event date (either "10.02.10" or "October 2, 2010") in writing.
 - ii. Content must be appropriate for a family audience – keep it PG, please!
 - iii. Video must be at least 45 seconds, and no longer than 4 minutes in length.
 - iv. We request that all Bust A Move, Komen! video submissions include the following tags, with each tag separated from the others by a space.
 - Susan G Komen
 - Charlotte

- Race for the Cure
- Breast Cancer
- Bust a Move

v.

- b. **Each Entrant must notify the Sponsor via email that they have entered the contest, including their real name, mailing address, email address, name of the YouTube account holder, and link to the video submission. Send email to: info@komencharlotte.org.**

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 (i) is original and has been legally created; (ii) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (iii) has not been entered in or won previous contests or awards; and (iv) has not been published or distributed previously in any media.
- Entrant represents that s/he 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 is included in the submission, and that such person(s) have granted Entrant all necessary rights to use the persons 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.
- 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 and/or statements regarding his/her participation in this Contest (with or without using the Entrants name), in any and all media, without limitation as to time or territory, and without 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 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 attorney's 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 REVIEWAL

- All Submissions will be reviewed before being published; however, publication of a Submission does not mean the Submission has been deemed to be in compliance with these rules. Submissions that do not comply with the YouTube Terms of Use or these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be considered for a prize.

6. SELECTION OF WINNERS

- Two winners will be selected from all Entrants. One will be determined by the video that receives the most "hits" as of September 16th. The second winner will be the video deemed to be the best by the panel of judges.

7. GENERAL CONDITIONS

- All winners will be required to irrevocably assign and transfer to Sponsor any and all rights, titles, and interest in his/her Submission, including, without limitation, all copyrights, and agree to waive all moral rights in that Submission.

Sponsor: Charlotte Affiliate of Susan G. Komen for the Cure

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