

# Official Rules

THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO MEET THE ELIGIBILITY REQUIREMENTS IN RULE 1. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

## 1. Eligibility.

The "End Family Fire Scholarship Competition" ("Contest") consists of a Video competition with two levels – one for high school juniors and seniors (or the equivalent thereof) between the ages of 14 and 20 at the time of entry ("HS Contest") and one for undergraduate college students between the ages of 15 and 25 at the time of entry ("College Contest"). The Contest is open to legal residents of the 50 United States and the District of Columbia, who, at the time of entry, are:

- High school juniors and seniors (or the equivalent thereof) who are between 14 and 20 at the time of entry and will complete their high school graduation requirements by July 2019 (for high school seniors) or 2020 (for high school juniors) and who intend to matriculate in a U.S. accredited college, university, or trade school beginning in the fall of 2019 (for high school seniors) or 2020 (for high school juniors) (the "High School Criteria");

OR

- Undergraduate college, university, or trade school students who are currently attending a U.S. accredited college, university, or trade school and are between 15 and 25 at time of entry (the "College Criteria"). The High School Criteria and the College Criteria are collectively referred to as the "Eligibility Criteria".

Note: If you are under the age of majority in your state of residence at the time of entry (18, except 19 in Alabama and Nebraska and 21 in Mississippi), your parent or legal guardian must indicate at the entry site that he/she has read the rules and has given permission for you to enter the Contest and that you agree to be bound by the official rules. Your parent or legal guardian will be required to provide an email address or other contact information.

Entrants into the HS Contest must meet the High School Criteria. Entrants into the College Contest must meet the College Criteria. Potential winners must be able to present proof of eligibility and failure to provide proof may result in disqualification.

Immediate family members (children, siblings) of employees of the Ad Council or The Brady Center to Prevent Gun Violence d/b/a Brady ("Sponsor"), or their respective parent companies, subsidiaries, affiliates, and advertising and promotional agencies and anyone involved in the development, production, distribution of materials for, judging or coordination of this Contest (collectively, the "Contest Parties"), and persons living in the same household of such employees whether or not related, are not eligible to enter or win. Entrants may enter individually or as part of a Team (a "Team") consisting of no more than four (4) members. If entering as part of a Team, the Team must designate one person as the group's designated agent for purposes of the Contest who must enter the Team as set forth in Paragraph 4 below. For the purposes of these Official Rules, where a Video (as defined below) is submitted on behalf of a single individual, "Entrant" or "Primary Entrant" means the individual whose name and contact information is entered on the entry form. Where a Video is submitted on behalf of a Team, "Entrant" means all members of the Team, individually and collectively, and "Primary Entrant" means the designated agent for the Team. Each member of a Team must meet all of the Eligibility Criteria for the Team to be eligible to enter the Contest. In other words, if a Team is entering the HS Contest, all members of the Team must meet the High School Criteria. If a Team is entering the College Contest, all members of the Team must meet the College Criteria.

## 2. Contest Period.

The Contest begins March 20, 2019 at 12:00:01 a.m. ET and ends June 16, 2019 at 11:59:59 p.m. ET (the "Contest Period"). The Sponsor clock is the official clock for the purposes of this Contest.

## 3. Important Reminders.

Applicants must be a High School junior or senior OR a full-time undergraduate College student to be eligible for this contest.

**Your safety is our biggest concern. Do not display, use, or incorporate guns of any kind in the production of the Video or your Video will be disqualified.**

Do not use any design elements that are not of your creation (i.e. stock photos, emojis, or other branding, etc.). Avoid (or blur) all branding in your submission.

## 4. How to Enter.

Primary Entrants for Contest must be a registered member of YouTube\* in order to submit an entry.

To Enter, Complete the Following Steps:

- Step 1: During the Contest Period, visit the Contest website located at <https://www.bradyunited.org/program/end-family-fire> (the "Website") and read the Video submission requirements and tips and background about the Contest.
- Step 2: Create a video (the "Video") featuring the importance of responsible gun ownership and safe storage practices. The Video must meet the Entry Criteria and Objectives in Paragraph 5 below.
- Step 3: Review and accept the Official Rules of the Contest.
- Step 4: Entrants may enter individually or as part of a Team of no more than four (4) members. If entering as part of a Team, the Team's Primary Entrant must submit his/her contact information on the entry form, list the names of his/her Team members on the entry form, and use his/her YouTube account for the Video entry. Once the Video is created, submit the Video for entry into the Contest by the end of the Contest Period. To submit the Video, go to the Apply section of the Website ([https://docs.google.com/forms/d/e/1FAIpQLSeUI34llpg9-P9vTGsrt4Hk1Jd7yRU4nk6SXF6M-mq\\_iK4ag/viewform](https://docs.google.com/forms/d/e/1FAIpQLSeUI34llpg9-P9vTGsrt4Hk1Jd7yRU4nk6SXF6M-mq_iK4ag/viewform)) and complete the Contest entry form with your name, city, state, email address and phone number (and names of Team members, if applicable). Be sure to properly choose whether your Video is being entered into the HS Contest or the College Contest. Copy and paste your Video's YouTube link in the space provided. Video should be marked as unlisted (to learn how to mark a video as unlisted, visit: [www.google.com/support/youtube/bin/answer.py?answer=181547](http://www.google.com/support/youtube/bin/answer.py?answer=181547)).
- LIMIT: Three entries per person, regardless of whether an Entrant made an individual or Team entry. Additional entries after the first three entries from the same Entrant (whether individually or as part of a Team) will be void. Each Entrant can only win a single prize.

**\*No Sponsorship or endorsement of the Contest Parties by YouTube is intended or implied, nor is YouTube associated with the Contest in any way.**

IF FEWER THAN FIVE (5) QUALIFIED AND ELIGIBLE VIDEOS ARE SUBMITTED IN THE HS CONTEST OR THE COLLEGE CONTEST, THEN THE CONTEST WITH TOO FEW SUBMISSIONS SHALL IMMEDIATELY TERMINATE AND NO WINNERS WILL BE NAMED.

Contest Parties shall have no liability whatsoever (including any liability or obligation to award a prize) to any Entrant should the Contest be terminated as a result of this lack of participation.

## 5. Entry Criteria and Objectives.

The Video should target adults with guns in the home. Entries should focus on the importance of practicing responsible gun ownership. The Video may include other people, but Entrants must have permission from all individuals who appear in or are mentioned in the Video to use their name, voice and/or image and they must be willing to grant the rights set forth in these Official Rules. If they are not willing, please do not use them in your entry. If requested, Entrants must be able to provide Sponsor with such permission on a form acceptable to Sponsor. If a minor appears in your video, the minor's parent or legal guardian must indicate his/her express consent. The parent or legal guardian must provide his/her email and other contact information.

If the Video includes any facts and statistics, those facts and/or statistics must come from the End Family Fire campaign (<https://www.bradyunited.org/program/end-family-fire>). This website provides up-to-date and factually correct data related Family Fire and the importance of responsible gun ownership. Given that statistics can change from year to year, we recommend producing creative that does not rely heavily on statistics.

Videos must:

- Be either between 52 and 55 seconds or 23 and 25 seconds in length.
- Be original.
- If the Video includes music, then the music must be original music created and owned by Entrant OR music found on YouTube Audio Library.
- Follow the following technical specifications:

Video submission guidelines:

- Be in .MOV, .MPEG, or .AVI
- The use of a consumer or "prosumer" camera, preferably high-definition (HD) quality;
- Film resolution for all footage must be at least 720 x 480;
- If an iPhone or some form of a flip camera is used, please shoot footage horizontally, not vertically;
- Overall, please select the highest resolution possible with any camera use

Preferred formats:

- Apple ProRes 422 (HQ)
- 1920x1080, millions
- 29.97
- 24 – Bit Integer
- Stereo
- 48khz

The entry may not:

- Include any gun or firearm or accompanying materials (i.e. ammunition, etc.) or any item that is meant to represent a "real" firearm (i.e. airsoft gun, pellet gun, paintball, or any toy that appears to be a gun or firearm).
- Contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Disparage Sponsor or any of the other Contest Parties affiliated with the promotion and administration of this Contest;
- Feature brand names or trademarks;
- Contain artwork (including, but not limited to, stock images and designs) not created by Entrant;
- Contain music, other than original music created and owned by Entrant, or music that Entrant has express written permission to use and license;
- Contain content that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Contain content that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Contain material that is unlawful, in violation of or contrary to the laws or regulations of the U.S.

Winning Entrants must provide the Sponsor with their Video in its original format. Entrants must provide all original unused footage taken when making the Video as the winning entry will have the opportunity for their Video to be considered for use as a Public Service Announcement ("PSA"), in the Sponsor's sole discretion. Please retain a copy of your Video entry and all related Video footage and materials. Failure to do so may result in disqualification and selection of an alternate winner.

## 6. Judging Criteria.

All eligible entries received will be judged by a qualified panel of judges as well as representatives of Sponsor, Ad Council, and other experts on the basis of the following equally weighted criteria (collectively, the "Judging Criteria"):

- Ability to capture attention of others -- specifically, the attention of adults with guns in the home;
- Ability to persuade others to consider the risks of owning a gun and practice responsible gun ownership;
- Clarity of message -- there needs to be an understandable, well-structured message in your Video
- Creative expression – the Video should show creativity and personal expression;
- Quality -- Videos should have good production quality (images, sound, etc.) -- the Video doesn't have to be polished but needs to be well put together.

In the event of a tie, an additional tie-breaking judge selected by Contest Parties will determine the winner between the tied Entrants based on the Judging Criteria.

## 7. Winner Notification and Verification.

The potential winning Entrant will be notified on or about June 17, 2019 via the phone number and/or email address provided by Primary Entrant during registration. The potential winning Entrant (and all members of Entrant's Team if entered as a Team) must execute and return to Sponsor within five (5) business days after the date of receipt or other date specified by Sponsor (i) an affidavit of eligibility; (ii) a publicity release (where legal); (iii) a liability release; (iv) an assignment of rights in and to the potential winner's submission; and (v) if requested, an agreement waiving any union or other fees for the broadcast of the Video as a PSA (collectively, the "Releases"). If any potential winning Entrant is under the age of majority in the state in which he/she resides, then the parents or legal guardian of the potential winning Entrant must execute and return the Releases. If the potential winner(s) (i) cannot be reached or does not respond to notification within forty-eight (48) hours (for a Team this means the Primary Entrant), (ii) fails to sign and return a completely executed set of Releases within the designated time period, or (iii) fails to comply with these Official Rules, the potential winner(s) may be disqualified, in the sole discretion of Sponsor, and in such case will forfeit the prize. If a potential winner is disqualified for any reason, then Sponsor will choose the Entrant with the next highest score as the alternate potential winner. If any Team member of a group Entrant is disqualified for any reason, the entire Team will be disqualified. In the event of a dispute as to the identity of an Entrant, entry will be deemed made by the authorized account holder of the email address submitted at the time of entry. The "authorized account holder" is the natural person who is assigned to the email address by an

internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email addresses or the domain associated with the submitted email address. Potential winners may be required to show proof of being the authorized account holder

## 8. Prizes.

One prize will be awarded in the HS Contest and College Contest for a total of two (2) prizes.

Two (2) winning Entrants (one from the HS Contest and one from the College Contest) will each receive a \$5,000 scholarship, and their Video will have the opportunity to be considered for use as the basis for a PSA for the Ad Council, which could be distributed nationally to over 1,600 television stations by August 2019. The approximate retail value of the PSA is indeterminable. The PSA has no approximate retail value. The prize will be awarded when the winners provide the Releases, any additional files or documentations requested by Sponsor per these official rules, and proof that they have matriculated in an accredited college, university, or trade school, provided that such proof of matriculation is provided within five (5) years of the date the entrants are notified that they are the winning entrants. The prize will be paid to the appropriate educational institution when the winner provides proof that he or she has matriculated. The funds must be used for tuition, books or other school related supplies.

## 9. Prize Conditions.

If a prize winning Video was submitted by a Team Entrant, then the prize will be divided equally among all members of the Team included on the entry form. No substitution of any prize is offered. PRIZE WINNING ENTRANTS ARE LIABLE FOR ALL TAXES IN CONNECTION WITH ANY PRIZE AWARDED HEREUNDER. Winning Entrants hereby agree and acknowledge that Sponsor [may](#) be required to prepare [tax form\(s\)](#) and supply such information (which may include copy of photo identification, birth date and social security number) to the local, state and federal taxing agency in accordance with all applicable laws. In the event of waiver or forfeiture of a prize, the Sponsor may substitute or select an alternative potential winner. If a prize, or any portion thereof, for any reason cannot be awarded, Sponsor reserves the right to substitute such prize with another prize of equal or greater value, as determined by Sponsor in its sole discretion. Sponsor reserves the right to increase scholarship prize values, in its sole discretion. Winning Entrant must provide Sponsor with the original files and all related footage taken when making the Video. Any individuals in the Video of a winning entry must sign agreements waiving any union or other fees for the broadcast or display of the PSA in

such forms as may be required by Sponsor or applicable unions before the entry can be considered for potential use as a PSA. Failure to sign such forms may result in disqualification at Sponsor's sole discretion.

## **10. Grant of Rights and Publicity.**

By submitting a Video in this Contest, all Entrants grant to Contest Parties an exclusive worldwide, perpetual, unlimited, irrevocable, royalty-free right and license (the "License") to use, edit, adapt, modify, reproduce, publicly display, publish, publicly perform, transcode, make derivative works from, or otherwise make any use of their Video (and if a winner, the related raw unused Video) in any media and content whether now existing or later invented without any restrictions, right of approval or advance notification to the Entrants of any kind, for commercial or non-commercial purposes, including without limitation, in future trade, publicity and/or advertising for such Contest Parties products and/or services, unless prohibited by law. The winning Entrants further grant to Contest Parties a License to use the winner's individual name (first and/or last), hometown, place of residence, photo, image, voice, and likeness, in connection with the Contest and/or Video in any manner and in any media and content whether now existing or later invented without any restrictions, right of approval or advance notification to the Entrants of any kind, for commercial or non-commercial purposes, including without limitation, in future trade, publicity and/or advertising for such Contest Parties products and/or services, unless prohibited by law. Entrants further agree: (i) that Contest Parties may exercise any and all rights hereunder without attribution, notification or compensation to Entrants; (ii) that Contest Parties shall have the right to freely transfer, assign or sublicense their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by Entrant; (iii) that Contest Parties shall have no obligation (express or implied) to use the entry in any manner and Entrants shall not be entitled to any damages or other relief by reason of Contest Parties use or non-use of Entrants' submission; (iv) to be bound by these Official Rules and the decisions of the judges; (v) that Entrants and may be contacted by Contest Parties by telephone, mail or email regarding this Contest; and (vi) to sign and deliver to Contest Parties such documents as Contest Parties may reasonably require to effectuate the rights granted herein.

## **11. Representations and Warranties and Indemnification.**

Entrants represent and warrant that: (i) the entry is Entrants' original work; (ii) the entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (iii) Entrants have obtained written permission from each person whose name, likeness, voice or other intellectual



property is used in the entry ; and (iv) the publication of the entry (or related Video footage) by Contest Parties will not infringe the rights of any third party. Entrants will indemnify and hold harmless, Sponsor and the other Contest Parties from any third party claims to the contrary and any third party claims arising out of or related to Entrants' Video (or related footage) or participation in the Contest.

## 12. Limitations of Liability and Release.

Sponsor and other Contest Parties are not responsible for: (i) technical problems or technical malfunction which may affect the operation of the Contest, including, but not limited to, any of the following occurrences (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet Service Provider ("ISP"), servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; (e) failure of any e-mail transmissions to be sent to or received; (f) any inability to upload or download any information in connection with participation in the Contest; (g) inaccessibility of the Website, in whole or in part for any reason; or (h) lost, late, delayed, corrupted or intercepted e-mail, Website, or Video transmissions; (ii) unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; (iii) destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest, including but not limited to, undeliverable contact attempts that result from any form of active or passive e-mail filtering or for insufficient space in Entrant's account to receive e-mail; (iv) any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website; and (v) 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 ENTERING, EACH ENTRANT AGREES FOR ENTRANT AND FOR ENTRANT'S HEIRS, EXECUTORS, AND ADMINISTRATORS TO RELEASE AND HOLD HARMLESS THE CONTEST PARTIES, YOUTUBE AND ITS SUBSIDIARIES AND THEIR RESPECTIVE AFFILIATES, PARENTS, OWNERS, FRANCHISEES, OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY LIABILITY, CLAIM OR CAUSE OF ACTION (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR NOT, ARISING OUT OF PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PORTION OF THE PRIZE, ENTRY OR PARTICIPATION IN THE CONTEST OR IN ANY CONTEST OR PRIZE RELATED ACTIVITY,

OR ANY ACCESS TO OR USE OF THE CONTEST WEBSITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY.

### 13. Third-party Notice of IP Infringement.

To the extent that any Video uploaded to YouTube appears to infringe upon the intellectual property interests of a third party, that third party should notify YouTube using its DMCA notification system (available at [http://www.youtube.com/t/dmca\\_policy](http://www.youtube.com/t/dmca_policy)). Contest Parties have no control over the content of Videos, and so take no responsibility for any Video that may infringe upon the intellectual property rights of another.

### 14. General Terms.

Sponsor or its designated representative has the right, but not the obligation, to monitor/screen Video submissions. By entering, Entrants acknowledge that Contest Parties have no obligation to use or post any Video submission. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Contest or any portion thereof. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION, INCLUDING BUT NOT LIMITED TO ANY FRAUDULENT CLAIMS, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS – AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Proof of making an entry will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. Persons engaging in any of the foregoing activities may be disqualified. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating, Entrants agree to be bound by these Official Rules and the decisions of Sponsor and judges and waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to make changes or additions to these Official Rules and/or change the dates of the Contest at any time.

## 15. Choice of Law.

This Contest is offered only in the United States and is governed by the laws of the District of Columbia. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Washington, D.C. for the resolution of any disputes.

## 16. Privacy Policy.

Please read the Contest [privacy policy](#) for more information about the Contest information collection and use practices.

## 17. Winners List.

Winners' names will be posted on the Website after the winners are confirmed. You may also mail-in for a winner's list, by sending a self-addressed stamped envelope to: c/o Brady Programs Team, End Family Fire Scholarship Competition (at the address listed below).

Brady

840 First St NE #400

Washington, DC 20002

## 18. Sponsor.

[The Brady Center to Prevent Gun Violence d/b/a Brady](#)