

## **Additional Terms of the PSA Video Rules & Guidelines:**

### **Prize Conditions:**

If the potential winner(s) (i) cannot be reached or does not respond to notification (for a Team this means the Primary points of contact), (ii) fails to sign and return releases/waiver 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 the VHSA, and in such case will forfeit the prize. If a potential winner is disqualified for any reason, then the VHSA 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.

No substitution of any prize is offered. The VHSA reserves the right to increase prize values, at its sole discretion. 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 the VHSA or applicable unions before the entry can be considered for potential use as a PSA.

By submitting a Video all Entrants grant to the VHSA permission to use, reproduce, publicly display, publish, or otherwise make any use of their Video in media outlets without restrictions, right of approval or advance notification to the Entrants of any kind for non-commercial purposes. The winning Entrants further grant the VHSA permission to use the winner's individual name(s) (first and/or last), in connection with the Contest, unless specifically requested otherwise.

### **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 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, the VHSA 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 artwork) or participation in the Contest.

### **Limitations of Liability and Release**

The VHSA 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; any (f) 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.

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

To the extent that any Video submitted and 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.

### **Choice of Law.**

This Contest is offered only in the State of Vermont and is governed by the laws of the State of Vermont. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Vermont for the resolution of any disputes.

### **Winners List.**

Winners' names will be posted on the VHSA Website and Facebook page after the winners are confirmed. You may also mail-in for a winner's list, by sending a self-

addressed stamped envelope to: Evelyn McFarlane, VTrans: State Highway Safety Office, Dill Bldg. Unit A, 2178 Airport Rd, Berlin, VT 05641

**We Thank Our Sponsor(s)**

Consultant on Police Services, AAA, Co-Operative Insurance, Youth Safety Council of Vermont, Midstate Dodge, and Yankee Driving School.



*Consultant on Police Services*

