



**SOBE SOBER IS A REGISTERED TRADEMARKED PROGRAM OF DFYIT, INC. VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY.**

1. **ELIGIBILITY:** Open only to current DFYIT Club members in Dade and Broward County who have a signed membership contract on file with DFYIT, Inc.
2. **TO ENTER:** Create a 60 - 90 second video addressing the dangers of underage drinking and binge drinking. To enter your video in the Contest, log onto the YouTube website and complete the following process between 12/1/09 and 3/5/10 ("Contest Entry Period").

You must complete both of the following steps:

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- **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>.

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- **Upload your Video Submission**

Once registered with YouTube, go to the Sobe Sober Video Contest at <http://youtube.com/sobesofer> on YouTube and join. When you have successfully joined the Contest Page, click "Upload Videos" and follow the instructions to upload your final, edited video (your "Submission"). Submissions that either do not include all required information or do not adhere to the foregoing and following requirements will be considered void and will not be considered in the judging of this Contest.

**If you do not complete this registration step, your Submission will not be entered into the Contest or eligible for a prize. Entrant must also email DFYIT at [Lcross@dfyit.org](mailto:Lcross@dfyit.org) with legal name, youtube user name, age, student I.D. # and contact information to be officially entered in Contest and eligible for a prize. DFYIT is not responsible for Entrant's failure to timely or properly complete all of the steps of the registration process. Registration must be completed by 1/11/10 or your Submission will not be entered into the Contest. *You may enter only (1) Submission.* IMPORTANT: Once a submission has been completed, no alterations, deletions or substitutions will be permitted. Be sure to save your Submission in the original format after uploading it to the YouTube Contest Channel. If you are a winner, you must provide DFYIT with your Submission in its original format in order for the Submission to be valid.**



**3. 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 rights of any third party; (c) has not been entered in any previous contests or awards; and (d) has not been published or distributed previously in any media. Entrant(s) 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 the written, signed 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 any compensation or approval from the Entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or 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 individuals 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.



#### 4. SUBMISSION FORMAT AND CONTENT REQUIREMENTS:

1. **Creative Assignment:** Think of an idea to convey the dangers of underage drinking and binge drinking. Show everyone why underage drinking and binge drinking is not cool.

- A. Why is underage/binge dangerous?
- B. Provide at least 2-3 facts to support your claim.
- C. How is this issue a problem for everyone in your community? What can we do to combat the problem?

2. **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.

3. **Additional Requirements:** The video must be no less than 60 seconds and no more than 90 seconds in length. All audio and captions must be in English (no sub-titles). 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 same person 1) must be named as the registered owner of the user account on YouTube associated with the Submission and 2) named on the Contest Registration form for the Submission 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 any dispute regarding the identity of an Entrant, such 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 Video with their own unique user account on YouTube. **Each Entrant must notify DFYIT via email that they have entered the contest, including their full legal name, age, birthday, mailing address, email address, and name of YouTube account holder. Send email to: [Lcross@dfyit.org](mailto:Lcross@dfyit.org)**

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. DFYIT shall not be liable for any disputes between collaborators related to a Submission. Please note the following:



□□ Any elements in your Submission, including without limitation music, audio, speech/voiceovers, stills, video, supers, or other audiovisual materials used must be 1) entirely original, created and performed by you, or 2) be completely in the public domain. Use of any elements, including without limitation music, audio, speech/voiceovers, video, stills, visuals, or other materials that are not original or completely in the public domain, may result in disqualification of Submission, in Sponsor's sole discretion. You will be solely responsible for ensuring the qualification of your Submission in accordance with these rules, and DFYIT shall have no such responsibility.

□□ 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 DFYIT, in its sole and absolute discretion, will be disqualified and will not be considered for a prize.

#### **Inappropriate Content**

When YouTube users identify inappropriate content, as described in our Terms of Use (<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.

**5. SELECTION OF WINNERS:** Submissions will be judged 50% by DFYIT staff members ("Judges") who will evaluate each eligible Submission, and 50% by online voters. **The winners will be revealed on the DFYIT website on 4/1/10.**

**6. PRIZES: ONE (1) GRAND PRIZE: \$500.00. Second Place Prize: \$300.00. Third Place Prize: \$200.00.** Prizes will be awarded as checks made payable to the winner. In addition, the Grand Prize, Second and Third Place winners' videos will be posted on the DFYIT website, subject to DFYIT's right to edit the videos in DFYIT's sole discretion to comply with network guidelines or for any other reason. Limit one prize per person or group.



**7. GENERAL CONDITIONS:** All winners will be required to irrevocably assign and transfer to DFYIT any and all rights, title and interest in his/her Submission, including, without limitation, all copyrights, and agree to waive all rights in that Submission. Winners will be required to complete, sign and return a Consent & Release form prior to receiving a Prize. All completed documents must be returned to DFYIT 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 DFYIT in its sole discretion. Winners are solely responsible for any taxes on their respective prizes. No substitution of any prize is offered, except at the sole discretion of DFYIT. Prizes are non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, 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, DFYIT reserves the right, at its sole and absolute discretion to cancel, modify or terminate the Contest. Further, DFYIT reserves the right, at its sole and absolute discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any DFYIT or YouTube; (b) violating the Official Rules; (c) violating the You Tube Terms of Service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or any other entrant. DFYIT reserves the right to require a prize winner 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 DFYIT into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by DFYIT in its sole discretion.

**8. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by DFYIT resulting from any 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 DFYIT 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 Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; 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. DFYIT shall not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. DFYIT shall 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 Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases DFYIT from 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 DFYIT shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. DFYIT shall not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, DFYIT may, but is not obligated to, exercise commercially reasonable efforts to air the Grand Prize, Second Place prize and Third Place Prize winning videos at another time or make a reasonable substitution in its sole discretion.

9. **Sponsor:** DFYIT, Inc. | 16201 SW 95 Ave, Suite 205 Miami, FL 33157

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