



## Meharry-Vanderbilt-TSU Cancer Partnership

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### 5 Alive! Video Challenge Rules

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#### TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

These Terms were most recently updated on June 14, 2019, before the start of registration.

The Meharry-Vanderbilt-TSU Cancer Partnership (MVTCP) 5 Alive! Video Challenge Contest ("Contest") is a competition designed to raise awareness with teens and young adults about cancer prevention. The MVTCP is the official sponsor and will be referred to as "Sponsor" throughout these Rules.

**BINDING AGREEMENT.** In order to enter the Contest, you must agree to these Terms and Conditions ("Terms"). Therefore, please read these Terms prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Terms. You may not submit an entry to the Contest and are not eligible to receive the prizes unless you agree to these Terms. These Terms form a binding legal agreement between you and the Sponsor with respect to the Contest.

**ELIGIBILITY.** This Contest is open to all students in grades 9-12 and college undergraduate students currently enrolled in a school/university/college within the United States.

The Contest is void as to students who reside in Cuba, Quebec, Saudi Arabia and Syria and elsewhere where the Contest is prohibited by law.

Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time. All contestants must have access to the Internet, a valid postal address, and a valid email address in order to enter.

**All communications between Sponsor and contestants, including but not limited to the Contest website content and email communications, will be in English.**

**HOW TO ENTER.** All contestants must provide a signed Parental Permission form and the required information about themselves at the Contest Website, located at [www.cancervideochallenge.com](http://www.cancervideochallenge.com). Registration opens on July 15, 2019 at 8:00 AM (Monday, at 8:00 AM CT) in the United States and ends on **January 19, 2020 at 11:59 PM** (Sunday, at 11:59 PM CT). Contestants must register before being able to participate in the Contest (Registration form may be submitted when submitting the video).

As part of Registration, contestants will be required to provide information about themselves, such as their names and email addresses, as well as to choose a screenname/nickname. Sponsor reserves the right to change or omit contestant screennames or nicknames for purposes of publication on Sponsor websites or listserv, particularly if they are, in Sponsor's sole opinion, obscene or violate the intellectual property rights of others. Contestants may only register for the Contest with one valid email address. Contestants attempting to compete with multiple email addresses will be disqualified.

**COLLABORATION.** Eligible contestants may collaborate on an entry and in that case all group collaborators must register and each must indicate the intent to collaborate with a fellow student. Collaborations may not include more than five students working together on an entry. Contestants may not enter more than once.

Contest entries must be submitted by registered Contestants no later than 11:59 PM Central Time (CT) on **January 19, 2020**. The Sponsor is not responsible for lost, late, or misdirected submissions or for electronic malfunction.

**FORMAT FOR ENTRIES.** Entries may be submitted in the following media: see instruction at <http://www.cancervideochallenge.com/submit-video.html>

Sponsor reserves the right to provide further direction on possible entry formats on a case-by-case basis at its sole discretion.

**Entries may not exceed 2 minutes (120 seconds) in length.**

A media release form must be signed by each person APPEARING in the video and by his or her parent (if participant is under the age of 18) so that their images may be used and video shown publicly. Release forms must be submitted when the video is submitted in order to be eligible.

Only original music created by or music licensed by the entrant will be allowed in his or her video. Other allowable options include: royalty-free music (<http://incompetech.com/music/royalty-free/>), or have friends who are musicians create music for your video.

Contact the Contest office for further guidance on how to submit entries if you have any questions.

**JUDGING AND SCORING.** 5 Alive! Video Challenge will be judged based on the following criteria:

- a. Does the video include correct information about one or more of the 5 cancer prevention topics (HPV vaccine, avoiding tobacco, healthy eating, physical activity, or skin cancer protection)?
- b. Does the video motivate peers (teens and young adults) to follow tips for cancer prevention under one or more of these topics?
- c. Does the video effectively communicate the message or concept?
- d. How creative is this video in delivering the message or concept?

**ORIGINALITY AND RIGHTS.** All entries must consist entirely of original creative work. Contestants may not include or embed any third party content, e.g. music, art, or software, in their entries.

Any third-party materials (including but not limited to music) that may otherwise violate or infringe any of the following will disqualify the entry:

- a. Copyright, trademark, logo or mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in false light) or entity, or is otherwise objectionable, will not be considered and may disqualify the Entrant.
- b. Clothing that is worn in the video, photos, or artwork should not contain any visible logos, drawings, cartoons, phrases, trademarks or third-party materials.
- c. Entrants may not copy or otherwise plagiarize the entry from any source.

**ANNOUNCEMENT OF WINNERS AND PRIZES.** The names of the winning contestants, including the contestants' nicknames, will be posted on the Meharry-Vanderbilt-TSU Cancer Partnership Cancer Outreach Core website <http://stopcancertogether.org/> and on the video challenge website, <http://www.cancervideochallenge.com/home.html> no later than March 6, 2020.

Winning contestants will receive the following pre-paid visa card prizes based on their scores in the competition in:

Challenge Prizes for High School Contestants		Challenge Prizes for College Undergrad Contestants	
1 <sup>st</sup> Place	\$500	1 <sup>st</sup> Place	\$500
2 <sup>nd</sup> Place	\$300	2 <sup>nd</sup> Place	\$300
3 <sup>rd</sup> Place	\$200	3 <sup>rd</sup> Place	\$200

At Sponsor's discretion or where required by law, Sponsor will provide a substitute prize of equal or greater value.

**TAXES.** PAYMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL AND FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit the tax documentation within 7 days of request by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The potential winner is responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner.

**CONDITIONS OF PARTICIPATION.** Prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local laws or regulations. All federal, state, provincial and local laws and regulations apply. Contestant's participation in this Contest means that contestant agrees to be bound by the terms of these Terms and by the decisions of Sponsor, which are final and

binding on all matters pertaining to this Contest. Any potential winner who cannot be contacted within 15 days of attempted first notification will forfeit his/her prize. Potential prize winner(s) may be required to sign and return an Affidavit or Declaration of Eligibility, and Liability/Publicity Release within 30 days following the date of first attempted notification.

Failure to comply within this time period may result in disqualification and selection of an alternate winner. Each contestant will retain ownership of and all intellectual property rights to his or her Contest submission; provided that, as a condition of participation, Contestants agree that Sponsor shall have a perpetual, irrevocable, worldwide, royalty-free right to use, copy, distribute, modify and make publicly available the submission in connection with the operation, conduct, administration, and advertising and promotion of any legitimate activity by Sponsor.

To the extent permitted by law, contestants agree to hold Sponsor, its subsidiaries and affiliates and their respective directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any prize won, except to the extent that any death or personal injury is caused by the negligence of Sponsor. Sponsor will not be liable in the event a typographical or other error occurs in the administration of the Contest or the announcement of the winners.

Video challenge entries or portions thereof that include or involve the following will be disqualified, in the Sponsors sole discretion:

- a. Obscene, profane, lewd, defamatory content, data or images.
- b. Crude, vulgar or offensive pictures, depictions, images, language, gang signs and/or symbols.
- c. Gratuitous violence, guns, or other imagery or gestures of weapons
- d. Explicit, graphic or implied sexual activity including nudity
- e. Commercial products such as clothing, toys, food and/or their trademarks, brands, logo or endorsements.
- f. License plates, phone numbers, personal addresses (physical or email) or otherwise.
- g. Website or web page links.
- h. Videos cannot portray anyone under the age of 21 consuming or pretending to consume alcohol. No video may portray any illegal drug use.
- i. Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others.
- j. Trespass or violation of other people's rights or property.
- k. Illegal (discriminatory, harassing) or inappropriate activity, behavior or conduct (i.e. inflicting emotional distress).
- l. Conduct or activities in violation of these Official Rules.
- m. Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by the Sponsor in its sole discretion.

**DATA PRIVACY.** Contestants agree that personal data entered during the registration, including name, mailing address, phone number, and email address may be processed, stored, displayed and otherwise used for the purposes and within the context of the Contest. This data

will also be transferred into the United States. By entering, contestants agree to the transmission, processing, sharing and storage of this personal data in the United States.

Contestants also understand this data may be used by Sponsor in order to verify a contestant's identity, postal address and telephone number in the event a contestant qualifies for a prize, and if agreed to by contestant, for recruiting purposes. Contestants have the right to access, review, rectify or delete any personal data held by Sponsor in connection with the Contest by writing to Sponsor at the address listed below. If a contestant does not provide the data required at registration, that contestant's entry will be ineligible.

By accepting a prize, contestant agrees and consents to Sponsor and its agencies' use of contestant's name and/or likeness to name the contestant for a reasonable time after completion of the Contest in promotional and advertising material of Sponsor (or its agents) as a winner of the Contest without additional compensation, unless prohibited by law.

For residents of the EU: you are informed that:

- a. The data controller is Sponsor and the data recipients are Sponsor and its agents;
- b. your data is collected for purposes of administration of the Contest, for its promotion, recruiting, and for marketing purposes;
- c. You have a right of access to and withdrawal of your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to [caree.mcafee@vumc.org](mailto:caree.mcafee@vumc.org);
- d. Your personal data will be transferred to the U.S.

**WARRANTY AND INDEMNITY.** Contestants certify that their submission is original and that they are the sole and exclusive owner and right holder of the submission and that they have the right to enter the Contest. Each contestant certifies that all parts of his/her Entry is original and is licensed for use by Sponsor in a way that does not: (1) infringe any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violate applicable laws and regulations.

To the maximum extent permitted by law, each contestant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the contestant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each contestant agrees to defend, indemnify and hold harmless Sponsor 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 (a) any entry or other material uploaded or otherwise provided by the contestant 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, (b) any misrepresentation made by the contestant in connection with the Contest; (c) any non-compliance by the contestant with these Terms; (d) claims brought by persons or entities other than the parties to these Terms arising from or related to the contestant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or

participation in this Contest; (f) any malfunction or other problem with the Contest Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

**DISQUALIFICATION.** A contestant may be prohibited from participating in this Contest if, in Sponsor's sole discretion, Sponsor reasonably believes that the contestant has attempted to undermine the legitimate operation of the Contest by:

- a. Providing false information concerning his/her identity, postal address, mail address or telephone number;
- b. Breaching any of the provisions set forth in these Terms;
- c. Threatening, harassing or interfering with the ability of other contestants to effectively participate in the Contest;
- d. Threatening, harassing or interfering with Sponsor administrators or other employees;
- e. Communicating or publishing information concerning the solutions to the Contest problem, with other contestants, either directly or indirectly, before the end of the Contest; or
- f. Refusing to comply with these Terms.

Sponsor further reserves the right to disqualify any submission that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Terms.

Claims or concerns about suspicious activity or cheating in the Contest must be delivered to the Contest administrator within 48 hours after the end of the Contest. If Sponsor suspects cheating or violation of the Terms by any contestant, Sponsor will in its sole discretion research such claims and take the appropriate action. All decisions of Sponsor in these matters are final and binding.

**INTERNET.** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, or delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or Sponsor's failure to receive Contestant's output information on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of Sponsor. If for any reason a portion of the Contest website 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 this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible submissions received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the submission process.

**NOT AN OFFER OR CONTRACT OF EMPLOYMENT.** Under no circumstances shall the submission of an entry into the Contest, the awarding of a prize, or anything in these Terms be construed as an offer or contract of employment with Sponsor. You acknowledge that you have submitted your entry voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsor and that no such relationship is established by your submission of an entry under these Terms.

**NO RECOURSE TO JUDICIAL OR OTHER PROCEDURES.** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and any contestant expressly waives any and all such rights. If such exclusion or waiver is not permitted by law, the contestant agrees to submit to the exclusive jurisdiction of the courts located within Davidson County, Tennessee USA to resolve any legal matter arising from the dispute or claims. Contestants agree that these Terms are governed by the laws of the State of Tennessee, USA. Contestants further agree that Sponsor will not be liable for any errors, ambiguities or other inaccuracies caused by Sponsor in the design, execution, judging or other aspects of the Contest.

**INVALIDITY.** If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**WINNERS' LIST.** For the winners, go to <http://www.cancervideochallenge.com/home.html>, and <http://stopcancertogether.org/> after the Contest closes (by March 6, 2020).

**SPONSOR.** The Sponsor of this Contest is MVTCP, 2525 West End Ave., Suite 800, Nashville, TN 37203