



**Jersey Kids Celebrate NJ!  
Video and Poster Contest—Rules and FAQ**

1. **DESCRIPTION OF THE CONTEST:** "The Jersey Kids Celebrate NJ" Video Contest ("Contest"), sponsored by Celebrate NJ! ("SPONSOR"), is designed to give Entrants ("Entrants") the opportunity to submit videos or posters of their own creation. The Prizes will be awarded to the Entrants who submit the best entries as determined by the judges in their sole discretion in accordance with these Official Rules.
2. **ELIGIBILITY:** This Contest is open only to students currently enrolled in a NJ elementary, middle, high school, charter school, or home school. The following individuals are not eligible: (a) employees of Sponsor, its employees or volunteers; (b) members of the immediate family of a person in (a) and/or those living in the same household as a person in (a).
3. **HOW TO ENTER:** No purchase necessary. This Contest begins on July 1, 2011, and ends at midnight EST on December 31, 2011 ("Contest Period"). To enter, go to the entry form on [www.celebratenj.org](http://www.celebratenj.org) (the "Site") and follow the onscreen submission process which will require your full name, parent's name, valid email address, parent's daytime telephone number, age, date of birth, school grade, and URL to unlisted YouTube video or poster file (formatted according to submission requirements). Entrants will be asked to review and accept Contest Rules and then will be able to post a video or poster to the Site that represents their entry.

Submissions can be serious or humorous, but should be thoughtful, creative and original. Limit two (2) different video and/or poster submissions per person during the Contest Period. Only one Submission per Entrant can win. All Submissions from the same person or email address in excess of the stated limit will be disqualified. You must retain a copy of your Submission in its original format after uploading it to the Site. If you are selected as a winner, you will need to provide Sponsor with your Submission in its original format. Failure to do so may result in disqualification, and the selection of an alternate winner.

By entering the Contest, Entrant agrees, acknowledges and understands that all Submissions may be posted on the Site for viewing by the general public and grants the Sponsor in perpetuity a nonexclusive license to publish, display, reproduce or otherwise use the Submission for the Sponsor and its designees in its sole discretion whatsoever and without further notice or compensation. Sponsor does not guarantee the posting of any Submission and reserves the right not to post a Submission for any or no reason. All Entrants' Submissions become the property of Celebrate NJ and will not be returned to the Entrant.

4. **SUBMISSION REQUIREMENTS:** Each Submission must also comply with the following:
  - a. Video Submissions: Each Submission must be 1-2 minutes (submissions that exceed 2 minutes will not be considered). Poster Submissions must be 8-1/2" x 14". Each submission must name the location it features in the video or poster.
  - b. Contestants will be required to review, and agree to, Contest Rules as outlined on the submission website ([www.celebratenj.org](http://www.celebratenj.org)).

- c. After agreeing to the Contest Rules on the submission website, the Entrant will be required to enter his/her full name, name of parent, parent's valid email address daytime telephone number, age and date of birth, level in school, and URL to unlisted YouTube video or poster file.
- d. Each Submission will be tied to one Entrant. In the event that a group of students (more than one) work together on a submission, the submission will be entered under the name of a Primary Entrant. In the event that a Submission created by a group (and submitted by a Primary Entrant) is declared the winner in accordance with these Official Rules, the Prize will be awarded to the Primary Entrant and it will be the responsibility of the Primary Entrant to distribute the prize.
- e. Only one prize will be given for each of First, Second, and Third place for each grade level (3-5, 6-8 and 9-12) in each category (video and poster), in accordance with these Official Rules.
- f. The Submission must be your own original work, created solely by you; must not have been previously published, released or distributed in any form; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- g. Music used in the submission must be original and/or not require any additional clearances for the sponsor to use or post on public websites or to use in public forums of any kind.
- h. If any persons appear or are referred to in the Submission, you are solely responsible for obtaining consent, prior to submitting your video. Formal submission of your video will represent any required clearances. In the event where clearances are not covered, video (submission) will be disqualified from the competition.
- i. The Submission must not contain any personally identifiable information of any person other than yourself. Should you include personally identifiable information about yourself in your Submission, you acknowledge and agree that such information will be disclosed publicly and you are solely responsible for any consequences thereof.

5. **FINALISTS SELECTION:** SPONSOR and/or its representatives will select three (3) video finalists and three (3) poster finalists in each grade category: 3-5, 6-8 and 9-12; (the "Finalists") by February 1, 2012, based on the following categories: (A) 1/3 creativity; (B) 1/3 originality; and (C) 1/3 appropriateness to theme. All criteria will be judged equally. Odds of winning depend on total number and caliber of eligible entries received during the Contest Period. Winners will receive the Prize Notice via email no later than February 10, 2012. The email will be sent to the email address provided by Entrant in the Submission process. The Prize Notice will also contain a Waiver and Release, and, except where prohibited, a Publicity Release. Entrant will have five (5) calendar days from the date stated on the prize notice to respond with acceptance of the Prize and the completed Waiver and Release, and, except where prohibited, Publicity Release. If the Entrant fails to respond within five (5) calendar days the prize will be forfeited, the Submission disqualified, and another Submission selected.

6. **PRIZES AND APPROXIMATE RETAIL VALUE:** The Contest is designed to give Entrants the opportunity to submit videos that showcase New Jersey's lesser known Points of Interest. The Prizes will be awarded to the Entrants who submit the best entries as determined by the judges in their sole discretion in accordance with these Official Rules.

- a. One first prize in each category of Video and Poster submission in each grade level (3-5, 6-8, 9-12) of a \$250 (US) Visa gift card.
- b. One second prize in each category of Video and Poster submission in each grade level (3-5, 6-8, 9-12) of a \$100 (US) Visa gift card.
- c. One third prize in each category of Video and Poster submission in each grade level (3-5, 6-8, 9-12) a \$50 (US) Visa gift card.

Prizes must be accepted as awarded and no cash equivalent is available. The prizes are neither refundable nor transferable. Prizes will only be awarded to the entrant whose full name and valid email address and appears on the Submission form. Please allow two weeks to receive the Prize from the date of being declared the winner in accordance with these Official Rules.

**7. GRANT OF RIGHTS:** All Entrants grant Sponsor the right to display their Submissions at the Site for purposes of this Contest although this will have no impact on determining the eligible winners in this Contest. Finalists further grant Sponsor the right to display their Submissions on third party sites such as youtube.com, facebook.com, twitter.com and NJ tourism-related sites for promotional purposes. Winners hereby grant Sponsor a royalty free license, without geographic or time limitation, to display his or her Submission for promotional or advertising related purposes in any and all media. The use of the Submissions after the Contest is complete for advertising and promotional purposes may or may not include the Entrant's name and city and state of residency. Winners parents agree to sign any documents that may be necessary to affect the assignment of the licensing rights.

**8. CONDITIONS OF PARTICIPATION:**

a. Incidents

Without limiting the foregoing, Sponsor may modify, cancel, terminate, and/or suspend the Contest if, in Sponsor's sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of the Contest, including without limitation: (a) earthquake, flood, fire, storm or other natural disaster, act of God or ( b) labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (whether or not officially declared).

b. Releases and Affidavits

Before being declared a winner, the selected entrant must complete and return an Affidavit of Eligibility, a Waiver and Release, and, except where prohibited, a Publicity Release, within five (5) calendar days of the date stated on the Prize Notice.

c. Release: By participating in this Contest all Entrants agree to release, indemnify and hold harmless Celebrate NJ (Sponsor) from and against any liability, injury, death, loss or damages to Entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by reason of their participation in this Contest (or related activities) or their acceptance, possession or use/misuse of a prize.

d. Publicity

Except where prohibited, Entrants hereby grant Sponsor the right to use their names, likenesses, voices, opinions and biographical information for publicity or promotional purposes.

e. Entry Errors/Internet

Sponsor is not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected Submissions. Sponsor is not responsible for lost or late Submissions nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entrant's Submissions, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to terminate the contest. Further the sponsor reserves sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible Submissions received during the Contest Period.

**9. PRIVACY:** By participating in this Contest, an entrant grants to the Sponsor the right to use his/her likeness and name, mailing address, including city of residence, telephone number and email address ("Personal Information") without further permission or compensation for the purpose of administering the Contest including but not limited to, contacting and announcing the winner and acknowledges that the Sponsor may disclose the Personal Information to third parties or service providers of the Sponsor in

connections with the foregoing. By accepting a prize in this Contest, winner grants to the Sponsor the right to use their Personal Information including any photographs or comments for publicity and promotional purposes relating to the Contest without compensation or further permission and acknowledges that the Sponsor may disclose the Personal Information to third parties or service providers of the Sponsor in connections with the foregoing.

10. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by and construed in accordance with the internal laws of the state of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state laws. Claims may not be resolved through any form of class action. Venue for all suits will be in federal or state courts located in the County of Monmouth, State of New Jersey.

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

12. **WINNERS' LIST:** A copy of the winners' list may be obtained by sending a written request to: Celebrate NJ, 49 Ford Avenue, Freehold, NJ 07728 postmarked by April 1, 2012.

14. **SPONSOR:** The Sponsor of this Contest is Celebrate NJ, 49 Ford Avenue, Freehold, NJ 07728.