



# STAY AWAKE! STAY ALIVE!

## public service announcement (PSA) Contest Rules

### 1. ELIGIBILITY.

The "Stay Awake! Stay Alive!" PSA contest is open to students at State Universities of New York at Albany, Binghamton, Buffalo, Cortland, Oneonta and Stony Brook. The National Road Safety Foundation (NRSF), NYS GTSC, and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and each of their respective employees, and members of the immediate family of such employees (spouse, mother, father, sister, brother, ward, daughter or son and their respective spouses, regardless of where they reside) and persons living in the same households as employees, whether or not related, are not eligible to enter or win. Students must enter individually and can work with a team. If entering as part of a team, the team must designate one person as the group's designated leader for purposes of the Contest. For the purposes of these Official Rules, where a video (as defined below) is submitted on behalf of a single individual, it means the individual whose name and contact information is entered on the entry form.

### 2. CONTEST PERIOD.

Contest begins Thursday, October 10<sup>th</sup>, 2019 at 12:00:01 a.m. EST and ends Tuesday, January 21<sup>st</sup>, 2020 at 11:59:59 p.m. EST (the "Contest Period").

### 3. HOW TO ENTER.

Student 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 webpage located at <http://nrsf.org/contests/stayawakestayalive/> and read the video submission rules, requirements, tips and background about the Contest.
- **Step 2:** Create a PSA raising awareness to prevent drowsy driving as the driver, the passenger or recognizing a drowsy driver on the road. Video should encourage people to make safe choices before getting in the car and while on the road. The video should be exactly twenty-five (:25) seconds in length and must meet the Entry Criteria and Objectives in Paragraph 4 below.
- **Step 3:** Review and accept the Official Rules of the Contest.
- **Step 4:** Students may enter individually or can work with a team. If entering as part of a team, the team's lead student must submit his/her contact information on the entry form and will be the person authorized to receive award on behalf of the team. Once the video is created, submit the video for entry into the Contest by the end of the Contest Period. To submit the video, complete the Contest entry form at with your name, email address and phone number. Any video submitted after the deadline will not be eligible for consideration.



- 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: One entry per person, regardless of whether a participant made an individual entry or worked with a team.

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

#### **4. ENTRY CRITERIA AND OBJECTIVES.**

The video Contest theme is drowsy driving, focusing on raising awareness to the unique dangers of driving while drowsy and encouraging people to make safe choices on the road. The video PSA should target drivers and express this theme. Videos may show other people, but participants must have written 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 to do so, do not use them in the video. The Winner will be required to provide a copy of the consent forms to NRSF.

If the video includes any facts and statistics, those facts and/or statistics must be obtained from <https://www.nhtsa.gov/> or <http://www.ghsa.org/>. These websites provide the most up-to date and factually correct data related to driving safety.

#### **Video submission guidelines:**

- Be exactly: 25 seconds in length;
- Be original.
- If the video includes music, then the music must be provided by a copyright/royalty free library OR original music created and owned by participants. Copyright/royalty free music can be found here: <https://player.epidemicsound.com/#/browse/> <http://www.melodyloops.com/music-genres/> <https://www.audioblocks.com/search/>
- Adhere to the following technical specifications:
  - 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 used
- Video must be submitted as a YouTube link

#### **The video may not:**

- Show participants or anyone else driving in unsafe conditions (if filming while in motion).
- Show the driver doing anything but driving (if filming while in motion).
- 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 any of the Contest Sponsors or their respective representatives who are responsible for the promotion and administration of this Contest;
- Feature brand names or trademarks, including on clothing worn by participants;
- Contain artwork not created by participants; contain music, other than copyright/royalty free music; or original music created and owned by the participant(s).
- Include content that is inappropriate, indecent, obscene, sexually provocative, 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 participants must provide NRSF with their video in its original format as well as all original unused footage taken when making the video, since the first-place winning entry may be considered for use as a Public Service Announcement ("PSA") in the sole discretion of NRSF or other persons or entities with which NRSF may collaborate to produce or air the PSA. All videos submitted for judging in the Contest are and shall be the sole and exclusive property of NRSF.

## 5. JUDGING CRITERIA.

All eligible entries received will be judged by a panel of judges comprised of traffic safety and communication experts and sponsor representatives on the basis of the following criteria:

- **Ability to capture attention of others** – message should resonate with all ages
- **Ability to persuade others to alter driving habits** – the video must resonate with young adults and adults alike and move them to be better drivers;
- **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 of video** – 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 NRSF will determine the winner from the tied entries based on the judging criteria.

## 6. WINNER NOTIFICATION AND VERIFICATION.

The winning participant will be notified via the phone number and/or email address provided by participant during registration. If the winner cannot be reached or does not respond to notification within forty-eight (48) hours, fails to sign and return a completely executed entry form within the designated time period, or fails to comply with these official rules, the winner may be disqualified, in the sole discretion of NRSF and NYS GTSC ("Contest Sponsors") and in such case will forfeit the prize. If a winner is disqualified for any reason, then the Contest Sponsors will choose the participant with the next highest score as the alternate winner. In the event of a dispute as to the identity of a participant, the 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 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. Winners may be required to show proof of being the authorized account holder.

## **7. PRIZES.**

- First Place: One (1) first-place winner will receive a \$2,500 cash prize, and their video will be submitted by NRSF to Alan Weiss Productions, to professionally re-produce for broadcast quality on "Teen Kids News."
- Second Place (2<sup>nd</sup> runner up): One (1) second-place winner will receive a \$1,500 cash prize.
- Third Place (3<sup>rd</sup> runner up): One (1) third-place winner will receive a \$1,000 cash prize.

## **8. PRIZE CONDITIONS.**

If a prize-winning video was submitted by an individual who worked with a team, the prize will be awarded to the designated team leader. It is up to the team leader to divide the prize money amongst their team members at their own discretion. No substitution of any prize is offered. Prize money will be awarded in the form of a check. PRIZE WINNING PARTICIPANTS ARE RESPONSIBLE FOR ALL TAXES IN CONNECTION WITH ANY PRIZE AWARDED HEREUNDER. Winning participants hereby agree and acknowledge that the sponsor may be required to prepare an IRS FORM 1099 for participants and supply such information (which may include, 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, the sponsor reserves the right to substitute such prize with another prize of equal or greater value, as determined by the sponsor in its sole discretion. First place winning participant must provide NRSF with the original files and all related footage taken when making the video. Any individuals in a winning video must sign agreements waiving any union or other fees for the broadcast of the PSA in such forms as may be required by NRSF or applicable unions before the video can be considered for potential broadcast as a PSA. Failure to sign such forms may result in disqualification at NRSF's sole discretion.

## **9. GRANT OF RIGHTS AND PUBLICITY.**

Each participant (either individually or on behalf of a team) who submits a video in this Contest, hereby grants to NRSF an exclusive worldwide, perpetual, unlimited, irrevocable, royalty-free right and license (the "License") to use, edit, adapt, modify, reproduce, publicly display, publish, publicly perform, sub-license, transcode, make derivative works from, or otherwise make any use of their video (and if a winner, the related raw unused video footage) in any media and content whether now existing or later invented without any restrictions, right of approval or advance notification to the participants of any kind, for commercial or non-commercial purposes, including without limitation, in future trade, publicity and/or advertising for such Contest Sponsors' products and/or services, unless prohibited by law. The winning participants hereby further grant to Contest Sponsors the right 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 participants of any kind, for commercial or non-commercial purposes, including without limitation, in future trade, publicity and/or advertising for such Contest Sponsors' products and/or services, unless prohibited by law.

**By submitting a video for consideration, each participant further agrees:**

- (i) That Contest Sponsors may exercise any and all rights hereunder without attribution, notification or compensation to the winner, his/her team members, or any person who is filmed in the video;
- (ii) That Contest Sponsors shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by participant;
- (iii) That Sponsors shall have no obligation (express or implied) to use the video entry in any manner and participants shall not be entitled to any damages or other relief by reason of Contest Sponsors use or non-use of participant's video submission;
- (iv) To be bound by these Official Rules and the decisions of the judges;
- (v) That participants and may be contacted by Contest Sponsors by telephone, mail or email regarding this Contest; and
- (vi) To sign and deliver to Contest Sponsor such documents as Contest Sponsors may reasonably require to effectuate the rights granted herein.

**10. REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.**

Participants represent and warrant that:

- (i) The video is participant's original work;
- (ii) The video does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- (iii) Participants have obtained written permission from each person whose name, likeness, voice or other intellectual property is used in the video; and
- (iv) The publication of the video (or related video footage) by Contest Sponsors will not infringe the rights of any third party. Participants will indemnify and hold harmless, each of the Contest Sponsors from any third-party claims to the contrary and any third-party claims arising out of or related to the participants' video (or related video footage) or participation in the Contest.

**11. LIMITATIONS OF LIABILITY AND RELEASE.**

Contest Sponsors 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; or
  - g. inaccessibility of the webpage, in whole or in part for any reason;



h. lost, late, delayed, corrupted or intercepted e-mail 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 participant'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 webpage; 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 webpage, or the download of any information from the webpage.

BY ENTERING, EACH PARTICIPANT AGREES FOR ENTRANT AND FOR ENTRANT'S TEAM MEMBERS, IF ANY, HIS/HER HEIRS, EXECUTORS, AND ADMINISTRATORS TO RELEASE AND HOLD HARMLESS THE CONTEST SPONSORS, 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 WEBPAGE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY, OR MERCHANDISE DELIVERY.

## **12. INTELLECTUAL PROPERTY 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 Sponsors have no control over the content of videos, and assume no responsibility for any video that may infringe upon the intellectual property rights of another.

## **13. GENERAL TERMS.**

NRSF or its designated representative has the right, but not the obligation, to monitor/screen video submissions. By entering, participants acknowledge that Contest Sponsors 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, the Contest Sponsors reserve the right, at its sole discretion, to cancel, modify or terminate the Contest or any portion thereof. ANY ATTEMPT BY A PARTICIPANT 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 NRSF. 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. NRSF's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating, participants agree to be bound by these Official Rules and the decisions of NRSF and the 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.

#### **14. CHOICE OF LAW.**

This Contest is offered only in the United States and is governed by the laws of the State of New York. By entering, participants consent to the jurisdiction and venue of the federal, state and local courts located in the Borough of Manhattan, New York, New York for the resolution of any disputes, and agree that such courts are a convenient forum for the resolution of such disputes.

#### **15. PRIVACY POLICY.**

Participants are required to read the NRSF Terms ([www.nrsf.org/terms](http://www.nrsf.org/terms)) for more information about the Contest information collection and use practices.

#### **16. WINNERS LIST.**

Winners' names will be posted on the NRSF webpage after the winners are confirmed.