



## **Legal Terms**

- The term “Video Contest” refers to the MagMe Ultimate Video Contest.
- The term “Contest Sponsor” refers to the Magme Media Inc., producer of the MagMe Ultimate Video Contest.
- The term “Contestant” refers to the registered subscriber to the YouTube account associated with a Video Entry.
- The term “Video Entry” refers to any eligible video submitted to the Video Contest by April 2, 2010 (11:59:59 PST).

## **Eligibility**

- Entries are open all (worldwide).
- Previous videography experience is neither prohibited nor required.
- Deadline for Video Entries: April 2, 2010 (11:59:59 EST).
- Relatives (siblings, children, "step" of each, and those living in the same household) of employees, directors, officers and consultants of MagMe Media are not eligible to enter the Video Contest.
- There is no fee or charge associated with registering for a YouTube account or entering or winning the Contest.
- Video Entries found to be non-compliant with YouTube's [Terms of Service](#) or the Video Contest's [Official Rules and Regulations](#) by the Contest Sponsor or that otherwise contain prohibited, irrelevant or inappropriate content as determined by the Contest Sponsor, in its absolute and exclusive discretion, will be disqualified from the Video Contest and will be considered ineligible for the prize.

## **General Video Requirement**

- Video Entries must be between 30 seconds to 1 minute in length.
- Video Entries may be of any genre: animation, fiction ,drama, action, documentary etc.
- Submission deadline for the Video Contest: April 2, 2010 (11:59:59 EST).
- Each Contestant may submit only one Video Entry to the Video Contest.
- Each Contestant must register for a YouTube account at [www.youtube.com/create\\_account](http://www.youtube.com/create_account), agree to YouTube's [Terms of Service](#) and upload his/her Video Entry to YouTube.
- Only the registered user of the YouTube account associated with a Video Entry will be considered the contestant and will be eligible to compete under that Video Entry for the prize.
- Video Entries must be compressed to 2GB or less and stored in one of the following formats acceptable for uploading to YouTube: .avi, .mov, .mp4, .mpg or .wmv.
- Video Entries found by the Contest Sponsor to be non-compliant with YouTube's [Terms of Service](#) or the Video Contest's [Official Rules and Regulations](#) or that otherwise contain prohibited, irrelevant or inappropriate content as determined by the Contest Sponsor, in its absolute and exclusive discretion, will be disqualified from the Video Contest and will be considered ineligible for the prize.

## **Video Content Requirements**

- Contestants must not include in their Video Entries music, video or other audiovisual materials protected by copyright or trade secret law unless it is specifically documented and specified that the Contestant has obtained permission to use the material
- Contest Sponsor reserves the right to request further documentation to verify compliance with above-stated Video Entry content requirements.
- Video Entries must not contain graphic violence, appeals to violence, profanity, sexually explicit material, political slogans, divisive or inflammatory statements or commercial promotions. Video

Entries must not contain material that might be considered disrespectful, provocative, inciting or abusive to individuals or groups.

- Decisions regarding the adequacy of compliance of Video Entries with YouTube's [Terms of Service](#) or the Video Contest's [Official Rules and Regulations](#) are within the absolute and exclusive discretion of the Contest Sponsor. Video Entries found by the Contest Sponsor to be non-compliant with YouTube's [Terms of Service](#) or the Video Contest's [Official Rules and Regulations](#) or that otherwise contain prohibited, irrelevant or inappropriate content as determined by the Contest Sponsor, in their absolute and exclusive discretion, will be disqualified from the Video Contest and will be considered ineligible for a prize.
- Video Entries must acknowledge MagMe partnership; whereby the MagMe logo and the slogan 'we have lots of issues' must be stated at some point in the video
- The inclusion of any other MagMe logo, features, design or any other MagMe elements are strictly optional
- Contestants are allowed to put their production team's name or producer name in the video

### **Submitting a Video Entry**

- Contestant must upload his/her video on his/her own channel. If you do not currently have one, please create one.
- Contestant must format the video entry's title as follows: MagMevideocontest\_(title of the video)
- The following information MUST be included in the description box:
  - A brief description of the video
  - MagMe's website link: <http://www.magme.com>
  - MagMe's Facebook group link: <http://www.facebook.com/#/group.php?gid=72855055557&ref=ts>
  - MagMe's Twitter link: [www.twitter.com/magme](http://www.twitter.com/magme)

- Any other links are optional and permitted
- Once the Contestant has uploaded his/her video, the Contestant must e-mail video entry's link and contact information to [avneet@magme.com](mailto:avneet@magme.com)

## **Rights and Liabilities**

1. The Contest Sponsor does not support or endorse any Video Entry or any opinion or recommendation therein. The Contest Sponsor explicitly disclaims any and all liability in relation to Video Entries in the Video Contest.
2. The Contest Sponsor does not consent to any violation of intellectual property rights, including copyright infringing activities, and reserves the right to disqualify any Video Entry that is in breach of another party's intellectual property rights.
3. Contest Sponsor is not liable for any disputes between individuals partnering to create a Video Entry.
4. Contestants retain ownership of their of their Video Entries. However, by submitting a Video Entry to the Video Contest, Contestants grant Contest Sponsor the right to use and display the Video Entries in any media formats and through any media channels indefinitely in connection with the Video Contest and the activities and operations of the Contest Sponsor.
5. The Video Contest is void where prohibited by law, regulation, statute or other appropriate authority.

## **Judging Criteria**

- The Contest Sponsor will designate a panel at MagMe, which will evaluate all eligible Video Entries and this panel will ultimately decide the winner. However, the amount of discussion and popularity generated (i.e. votes, views, etc.) will also be taken into consideration.

## **Prize**

The following prizes will be given to the contestant that is chosen as the winner:

- Return ticket to New York City with 2 nights accommodation (note: return ticket prize applicable to those outside of New York City and surrounding areas)
- An official invitation and ticket to MagMe Official Launch Party at The Hudson Terrace Rooftop, New York City on April 29, 2010
- Official screening of winning video at the Launch Party Presentation on April 29, 2010
- Cash Prize of \$1000

## **Timeline**

- Deadline for Video Entry submissions: April 2, 2010 (11:59:59 EST).
- Video Contest finalists will be selected by a panel of judges and contact on April 9, 2010 by a MagMe representative
- The winning Video Entry will be screened at during the Launch Party Presentation at MagMe Official Launch Party at the The Hudson Terrace Rooftop, New York City on April 29, 2010

## **Privacy**

- Any personally identifiable information will be utilized only to facilitate contact and communication between the Contest Sponsor and the Contestant for reasons related to the Video Contest.

## **General Terms and Conditions**

- If the Contest Sponsor is restricted in its execution of the Video Contest as planned for any reason or is incapable of executing the Video Contest as planned for any reason, including but without limitation, infection by computer virus, bugs, unauthorized intervention, tampering hacking, fraud, technical

failures, or any other causes which corrupt or affect the fairness, security, integrity, administration or proper conduct of the Video Contest, the Contest Sponsor reserves the right , at any time and at its exclusive and absolute discretion, to modify or terminate the Video Contest.

· The Contest Sponsor reserves the right, at any time and in its exclusive and absolute discretion, to disregard or disqualify from the Video Contest any individual it suspects (a) to be tampering with the entry process or attempting to interfere with the operation of the Video Contest; (b) to be in violation of YouTube's [Terms of Service](#); (c) to have failed to agree to the Video Contest [Official Rules and Regulations](#); or (d) to be acting in a disruptive or unsportsmanlike manner, or with intent to disrespect, annoy, provoke, abuse, threaten or harrass the Contest Sponsor.

Preferably, the Contestant should be available to travel sometime between April 28th-May 1st 2010 (exemption under extreme circumstances)

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

· The Contest Sponsor assumes no responsibility or liability for any harm or loss in connection with participation or attempt to participate in the Video Contest. The Contest Sponsor also assumes no responsibility or liability for ability or inability of a Contestant to download or upload any information relating to the Video Contest.

· Contest Sponsor assumes no responsibility or liability for any technical difficulties or malfunctions which may affect the operation of the Video Contest, including but not limited to the following: software or hardware errors; online communication problems relating to any Internet service providers; faulty or jumbled data transmissions; lost, delayed or intercepted email transmissions; loss, inaccessibility or unavailability of an email account used in connection with the Video Contest; partial or complete inaccessibility of the YouTube or Video Contest website for any reason; unauthorized human or non-human interference or disruption of the operation of the Video Contest, or destruction of

any aspect or feature of the Video Contest, including without limitation, unauthorized hacking, virus, bugs, worms and theft.

- Contest Sponsor is not responsible for any personal injury, damage to the Contestant's or any other person's computer equipment, or property damage or losses of any kind which may be sustained from participation in the Video Contest, from downloading any information from the Video Contest website, or from use of the Video Contest website.

- The Contestant releases Contest Sponsor from any and all claims, liabilities or damages resulting from or in connection with such Contestant's participation in the Video Contest.

### **Awards Conditions**

- All decisions made by MagMe Media regarding any disqualification and decision on a winning Contestant are final

- Should the Contestant be unavailable to travel, return ticket to New York City, accommodation and ticket to MagMe launch event portion of the prize will be individually discussed with the winning Contestant.