



## **2020 MARCHING BAND VIDEO CONTEST OFFICIAL RULES**

### **SPONSOR**

The 2020 Marching Band Video Contest (the "Contest") is sponsored by Pasadena Tournament of Roses Association, a California non-profit corporation, located at 391 S. Orange Grove Boulevard, Pasadena, CA 91184 (the "Sponsor").

### **CONTEST DATES**

**The Contest submission period begins at 12:00:01 a.m. PDST on June 1, 2019 and ends at 11:59:59 p.m. PDST on November 15, 2019 (the "Submission Period").** All entries must be submitted and received within the Submission Period. Any entries not received within the Submission Period will not be considered.

The Contest voting period ("Voting Period") will begin at 12:00:01 a.m. PDST on November 18, 2019 and will end at 11:59:59 a.m. PDST on December 15, 2019.

### **ELIGIBILITY**

The Contest is open only to those marching bands accepted for participation in the 2020 Rose Parade presented by Honda ("Entrants"). Only one video entry ("Entry") is allowed per Entrant.

The school affiliated with each Entrant (as applicable, the "Affiliated School") must enter into and deliver the attached School Registration Form ("Registration Form") to the Sponsor prior to the end of the Submission Period and before the Entry will be accepted .

The Competition is subject to all applicable federal, state and local laws, rules and regulations, and is void where prohibited by law.

### **HOW TO ENTER/VIDEO GUIDELINES**

Create a short video, 2-4 minutes in length, sharing how hope powers the community of the Entrant. Be creative and have fun. Any music, compositions, or other works of authorship, used in the Entry must be an original composition of the Entrant, and the Entrant must have full and complete authorization to use the composition in the Entry.

**Entrants should [upload their Entry to the Sponsor at [URL] OR [deliver their Entry saved to a USB drive to the Sponsor at 391 S. Orange Grove Boulevard, Pasadena, CA 91184]**

during the Submission Period. Entries must not exceed 100 MB file size and should be in one of the following file formats: MOV, MPEG4, MP4, AVI, WMV, FLV, 3GPP, or WebM. Files that are larger than 100 MB or are not in one of the formats listed above will not be accepted for participation in the Contest. Entries must be complete when submitted. The Sponsor will not convert or otherwise alter an Entry following submission.

Entries must contain original material produced by the Entrants specifically for the Contest. Videos that have previously been submitted to another contest or promotion of any kind will not be accepted.

Entries must not contain or reference any material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, defamatory or offensive, including without limitation references to gambling, drugs and/or alcohol, firearms or other weaponry, nudity, profanity, violence or other adult content. Entries will not depict the Sponsor or the Rose Parade or other events and activities of the Sponsor in a negative light or be derogatory toward the Sponsor or such events and activities.

Entries must not contain any logos, brand names or trademarks other than Sponsor's or those of the Entrant and the Affiliated School, and further must not violate any privacy, publicity or intellectual property rights, or constitute copyright or trademark infringement.

Entries must not contain material that is unlawful and may not violate the laws and regulations of the jurisdiction in which the Entrant is located.

By submitting an Entry, each Entrant, Members of the Entrant, and Entrant's Affiliated School agree that they have affirmatively reviewed, accepted and agreed to all of these Official Rules, agree to be fully and unconditionally bound by these Official Rules, and represent and warrant to Sponsor that the Entrant and its Entry have met the eligibility requirements herein. Entrants, Members of the Entrant, and Entrant's Affiliated Schools agree to accept the decisions of the Sponsor as final and binding as they relate to the Contest. Entries which do not comply with these Official Rules will not be accepted to participate in the Contest and will not be displayed for public viewing by the Sponsor.

## **JUDGING PROCESS AND CRITERIA**

All Entries will be screened by the Sponsor for compliance with these Official Rules. No Entry will be complete or accepted until the Sponsor has confirmed that it has received all necessary Participation Forms and Registration Forms.

Sponsor reserves the right to reject or remove any Entry that does not comply with the Official Rules, which depicts the Sponsor in a negative light, or for any other reason in Sponsor's sole discretion. Entries that are incomplete or do not adhere to these Official Rules may be disqualified at the sole discretion of the Sponsor. Each Entrant may enter only once.

The Entries will be posted by Sponsor to [**Youtube, PTOR web site, both**], where any member of the general public (each a "Judge") may click the "like" button to vote for his or her favorite Entry during the Voting Period. Each "like" that an Entry receives equates to one vote. The winner of the Contest will be the Entrant whose Entry receives the highest number of votes (the

"Winner") by the end of the Voting Period. In the event of a tie, the Winner will be chosen by a majority vote of the Music Committee of the Sponsor, using the criteria outlined below. Each Judge may only cast to one (1) vote. Only natural persons may be Judges.

Judges will evaluate the Entries and base their decision on the following criteria, which should each be weighed equally for the purposes of casting a vote:

- Community Involvement – Is the Entrant making a valuable contribution to its community?
- Creativity – How creative is the Entry in conveying the Entrant's impact on its community?
- Originality – How original is the concept or format of the Entry?

### **PRIZE**

The Winner's Affiliated School will receive a cash prize of Five Thousand Dollars (\$5,000.00), for the benefit of the Winner, which will only be used for expenses incurred for attending and participating in the 2020 Rose Parade presented by Honda. The prize will be paid in the form of a check payable to the Winner's Affiliated School. The Winner will be notified that it has won by phone or by e-mail within 24 hours after the Winner has been determined. The prize is non-transferable. The identity of the Winner and the names of its Members will be available following completion of the Contest.

### **TAXES**

Any and all taxes associated with the prize, as well as all other additional costs or expenses involved in obtaining or consummating the prize, are the responsibility of the Winner. Unless exempt or otherwise not required, the Winner's Affiliated School will receive a Form 1099 for any prize with a value of \$600 or more. The Winner's name, address and taxpayer identification number must be provided prior to the award of any prize with a value of \$600 or more.

### **USE; LICENSING**

Any information, photos, intellectual property or other submissions for the Contest sent by Entrant to the Sponsor or posted by Entrant on or through the Sponsor's sites, apps or social media shall be deemed not to be confidential or secret, and may be used by the Sponsor in any manner.

Each Entrant retains ownership of its entry. By submitting an Entry, the Entrant, Members of the Entrant, and the Entrant's Affiliated School, each grant to the Sponsor and its sublicensees, successors and assigns a non-exclusive, transferable, perpetual, worldwide, irrevocable, unconditional, royalty free right and license, (a) to post, make, have made, use, copy, reproduce, modify and create the Entry and derivative works of the Entry and any materials provided by the Entrant with its Entry or otherwise through the Contest (collectively, "Entrant Materials"), (b) to print, publish, perform, display, import, broadcast, transmit, distribute and use, in any and all media now known or hereafter developed, the Entry and Entrant Materials (and derivative works

thereof), the Entrant's name, the name of its Affiliated School, the logos, marks, mascots, trademarks, trade names, signage and other intellectual property of the Entrant and its Affiliated School, as well as names, portraits, pictures, statements, photographs, videos, voice, likeness, image, compositions, musical performances, instrumental recordings and biographical information of any person appearing in the Entry and Entrant Materials, and (c) to sublicense to third parties any or all of the foregoing rights, for any purpose, without any compensation, notice, review or consent.

Entrants must have written permission from all individuals appearing in or mentioned in the Entry to use of their name, voice, performances, image and likeness. All such individuals ( and the parent or legal guardian of every such individual under the age of 18) must agree to the terms and conditions of these Official Rules and sign and deliver the Participation Form to the Sponsor as provided herein. If the Sponsor has not received a signed Participation Form for each person so participating in the Entry prior to the end of the Submission Period, the Entry will be disqualified.

By submitting the Entry, Entrant and its Affiliated School represent and warrant to Sponsor that the Entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights.

### **RELEASE**

By submitting an Entry, each Entrant, Members of the Entrant, and Entrant's Affiliated School agree to defend, release and hold harmless the Sponsor and it's sublicensees, affiliates, partners, representatives, agents, employees, officers, directors, successors and assigns from and against any liability, loss, litigation, claim, damage, cost or expense, including without limitation attorney's fees, that may occur, directly or indirectly, whether caused by negligence or not, from (a) participation in the Contest or arising from Contest-related activities, including without limitation, personal injury, death, property damage, libel, defamation, infringement of intellectual property rights, and claims based on the rights of publicity and privacy, (b) such Entrant's acceptance, possession, use or misuse of any prize or any portion thereof, (c) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, software, or other mechanical equipment, (d) the unavailability or inaccessibility of any transmission, telephone or internet service, (e) unauthorized human intervention in any part of the entry process or the Contest, (f) electronic or human error in the administration of the Contest or the processing of Entries, (g) any representation or warranty set forth herein or in the related materials being materially incorrect when made, (h) third party claims, violation or infringement of third party proprietary or intellectual property rights, and (i) the breach or violation of these Official Rules.

### **GENERAL PROVISIONS**

Each Entry must comply with YouTube Community Guidelines, located at <https://www.youtube.com/yt/policyandsafety/communityguidelines.html>. Entries that fail to comply with the guidelines will be disqualified from the Contest.

This Contest is in no way sponsored, endorsed or administered by, or associated with YouTube. Any questions, comments or complaints regarding this Contest should be directed to Sponsors and not to YouTube.

The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, the Sponsor may select the Winner from all eligible Entries received prior to and/or after the action taken. The Sponsor reserves the right, in its sole discretion, to disqualify any individual or group who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Official Rules. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including but not limited to multiple votes from the same user from different IP addresses, multiple votes from the same computer in excess of that allowed by the Contest rules or the use of bots, macros, scripts or other technical means for voting.

### **PRIVACY POLICY**

Any personally identifiable information collected during an Entrant's participation in the Contest is subject to Sponsor's privacy policy, located at <https://www.tournamentofroses.com/legal/privacy>.

### **GOVERNING LAW**

By participating in this Contest, Entrants, their Members and their Affiliated Schools agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions.