

## SAFE RIDES – SAVE LIVES FCCLA

### 2022-2023 PSA CONTEST OFFICIAL RULES



#### **1. ELIGIBILITY.**

The Safe Rides – Save Lives FCCLA PSA contest is open to any nationally affiliated Family, Career and Community Leaders of America (FCCLA) chapter member. Employees of National Road Safety Foundation (NRSF) and their support staff and FCCLA, and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse, mother, father, sister, brother, ward, daughter or son and their respective spouses, regardless of where they reside) and persons living in their same households, whether or not related, are not eligible to enter or win.

Participants may enter individually or as part of 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 who must enter the team as set forth in Paragraph 3 below. For the purposes of these Official Rules, where a video (as defined below) is submitted on behalf of a single individual, means the individual whose name and contact information is entered on the entry form. Each member of a team must meet all of the Eligibility Criteria for the team to be eligible to enter the contest.

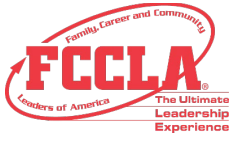
#### **2. CONTEST PERIOD.**

The contest ends March 1, 2023 at 11:59:59 p.m. ET (the "contest period").

#### **3. HOW TO ENTER.**

Participant must be a registered member of FCCLA 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 [www.fcclainc.org/saferides-savelives](http://www.fcclainc.org/saferides-savelives) and read the video submission requirements and tips and background about the contest.
- **Step 2:** Create a video PSA on the annual theme. The 2022-2023 contest theme is *Passenger Self Advocacy* The video should be exactly 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.



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• **Step 4:** Participants may enter individually or as part of a team. If entering as part of a team, the team's lead participant must submit his/her contact information on the entry form, list the names of his/her team members on the entry form, and use his/her YouTube account for the video entry. 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 on SurveyMonkey:** <https://www.surveymonkey.com/r/XP2SM3Y>. 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 or team entry.

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

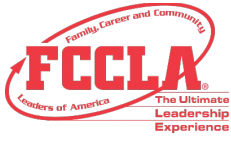
#### **4. ENTRY CRITERIA AND OBJECTIVES.**

**The 2022-2023 contest theme is Passenger Self Advocacy.** The video PSA should target teen drivers and express this theme. Videos may include other people, but participants must have 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, do not use them in the video.

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

#### **Video PSA's must:**

- 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/>



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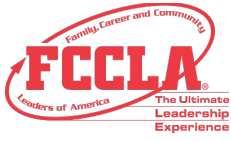


**Video submission guidelines:**

- Video must be submitted as a YouTube link;
- 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 use

**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 the NRSF or any of the other contest parties affiliated with the promotion and administration of this contest;
- Feature brand names or trademarks;
- Contain artwork not created by participants;
- Contain music, other than copyright/royalty free music;
- Content that is inappropriate, indecent, obscene, 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.



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Winning participants must provide FCCLA with their video in its original format as well as all original unused footage taken when making the video as the first-place winning entry will have the opportunity for their video to be considered for use as a Public Service Announcement ("PSA"), in the sponsor's sole discretion. Please retain a copy of your video entry and all related materials video footage and materials. Failure to do so may result in disqualification and selection of an alternate winner.

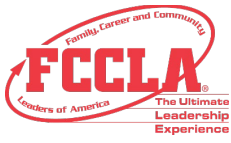
#### **5. JUDGING CRITERIA.**

All eligible entries received will be judged by a qualified 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** – specifically, the attention of your peers (15%);
- **Ability to persuade others to alter driving habits** – the video must resonate with young adults and move them to be better drivers (20%);
- **Clarity of message** – there needs to be an understandable, well-structured message in your video (15%);
- **Creative expression** – the video should show creativity and personal expression (15%);
- **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 (15%).
- **Usage of National Road Safety Foundation online resources** – Participants must go to [www.nrsf.org](http://www.nrsf.org) and use and/or research at least one resource (program, statistic, article, or video) from the National Road Safety Foundation for the creation of the video's message. Resources do not need to be directly mentioned in the PSA, but participants will be asked to list all of their resources in the contest submission form. (20%)

#### **6. WINNER NOTIFICATION AND VERIFICATION.**

The potential winning participant(s) will be notified via the phone number and/or email address provided by participant(s) during registration. The potential winning participant (and all members of participant's team if entered as a team) must execute and return to FCCLA within five (5) business days after the date of receipt or other date specified by FCCLA an affidavit of eligibility; a publicity release (where legal); a liability release; an assignment of rights in and to



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the potential winner's video; and if requested, an agreement waiving any union or other fees for the broadcast of the PSA (collectively, the "releases"). If any potential winning participant is under the age of majority in the state in which he/she resides, then the parents or legal guardian of the potential winning participant must execute and return the releases. If the potential winner(s) cannot be reached or does not respond to notification within forty-eight (48) hours, fails to sign and return a completely executed set of releases within the designated time period, or fails to comply with these official rules, the potential winner(s) may be disqualified, in the sole discretion of FCCLA, and in such case will forfeit the prize. If a potential winner is disqualified for any reason, then FCCLA will choose the participant or team with the next highest score as the alternate potential winner. If any team member of a group is disqualified for any reason, the entire team will be disqualified. In the event of a dispute as to the identity of a participant, 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 natural 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. Potential winners may be required to show proof of being the authorized account holder.

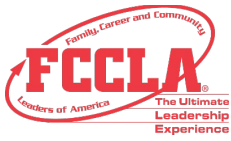
#### **7. PRIZES.**

One (1) first, second, and third place prize will be awarded.

- First Place: One (1) first place winning participant (or team) will receive a \$3,500 cash prize, and their video will be submitted by FCCLA use in national PSA outreach opportunities.
- Second Place: One (1) second place winning participant (or team) will receive a \$1,000 cash prize.
- Third Place: One (1) third place winning participant (or team) will receive a \$500 cash prize.

#### **8. PRIZE CONDITIONS.**

If a prize-winning video was submitted by a team, then the prize will be awarded to that team's FCCLA chapter. No substitution of any prize is offered. Prize money will be awarded in the form of a check. PRIZE WINNING PARTICIPANTS ARE LIABLE 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 copy of photo identification, birth date and social security



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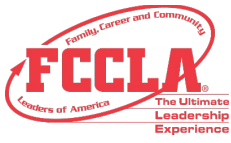
number) to the local, state and federal taxing agency in accordance with all applicable laws. Winning PSAs submitted by individual participants; those individuals will need to complete a w-9 form before FCCLA issues the prize money. In the event of waiver or forfeiture of a prize, the sponsor may substitute 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. Sponsor reserves the right to increase scholarship prize values, in its sole discretion. First place winning participant or team must provide Sponsor 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 Sponsor 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 Sponsor's sole discretion.

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

By submitting a video in this contest, all participants grant to contest parties an exclusive worldwide, perpetual, unlimited, irrevocable, royalty-free right and license (the "License") to use, edit, adapt, modify, reproduce, publicly display, publish, publicly perform, 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 Parties products and/or services, unless prohibited by law. The winning participants further grant to Contest Parties a License 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 Parties products and/or services, unless prohibited by law.

Participants further agree:

- (i) that Contest Parties may exercise any and all rights hereunder without attribution, notification or compensation to participants;
- (ii) that Contest Parties 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;



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- (iii) that Contest Parties 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 Parties use or non-use of participants 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 Parties by telephone, mail or email regarding this contest; and
- (vi) to sign and deliver to Contest Parties such documents as Contest Parties may reasonably require to effectuate the rights granted herein.

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

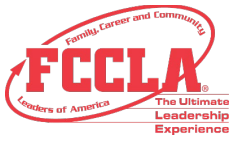
Participants represent and warrant that:

- (i) the video is participants' 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 Parties will not infringe the rights of any third party. Participants will indemnify and hold harmless, Sponsor and the other Contest Parties from any third-party claims to the contrary and any third-party claims arising out of or related to Entrants' Video (or related Video footage) or participation in the Contest.

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

Sponsor and other Contest Parties 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



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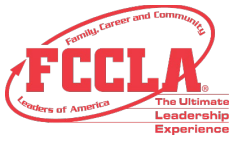
- g. inaccessibility of the webpage, in whole or in part for any reason;
- h. lost, late, delayed, corrupted or intercepted e-mail or video transmissions;
- (ii) unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, 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 HEIRS, EXECUTORS, AND ADMINISTRATORS TO RELEASE AND HOLD HARMLESS THE CONTEST PARTIES, 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, 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 Parties have no control over the content of videos, and so take no responsibility for any video that may infringe upon the intellectual property rights of another.





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#### **13. GENERAL TERMS.**

Sponsor or its designated representative has the right, but not the obligation, to monitor/screen video submissions. By entering, participants acknowledge that Contest Parties 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, Sponsor reserves 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 Sponsor. 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. Sponsor'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 Sponsor and 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 Virginia. By entering, participants consent to the jurisdiction and venue of the federal, state and local courts located in Richmond, Virginia for the resolution of any disputes.

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

Please read the FCCLA privacy policy for more information about the contest information collection and use practices.

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

Winners' names will be posted on the Safe Rides – Save Lives webpage after the winners are confirmed.