

2008 MSP Polar Bear Plunge Commercial Contest

INTRODUCTION. This Maryland State Police Polar Bear Plunge Contest (the "Contest"), sponsored by Special Olympics Maryland, Inc. (the "Sponsor" or "SOMD"), gives contestants the opportunity to create the official video commercial for the 2008 Maryland State Police Polar Bear Plunge. These are the Official Rules for the Contest (the "Rules").

No purchase necessary. Void where prohibited. This Contest is subject to all federal, state and local laws.

ELIGIBILITY:

- ◆ Contest is open to residents of the United States and its territories and possessions who are the age of majority in their state or territory of residence at time of entry. Employees of SOMD, its affiliates, subsidiaries, advertising and promotion agencies, and their immediate family members (defined as parents, children, siblings, spouse, and life partners), and/or those living in same household of each, are not eligible to enter the Contest.
- ◆ Eligible contestants may submit multiple videos, each of which shall be considered a contest entry ("Entry" or "Video").
- ◆ All Entries must be in English. Registration or Entries that are in any other language will not be considered. Entries that are lewd, obscene, pornographic, disparaging of the Sponsor or otherwise contain objectionable material may be disqualified in the Sponsor's sole and unfettered discretion. Only original submissions that are personally created will be eligible to win.
- ◆ There is no fee to enter this Contest.
- ◆ Neither YouTube nor the Maryland State Police, or any of their employees, officers, directors, or affiliates, are associated with this contest

REGISTRATION:

- ◆ To enter the Contest, go to www.plungemd.com and click on the MSP Promo Video Contest Link during the Promotion Period (as defined below), and complete an online Contest Application. The Contest Application must provide the contestant's first and last name, valid email address, state of legal residence, telephone number, and year of birth. Sponsor reserves the right to request proof of residence and age.
- ◆ After completing the Contest Application, the contestant shall submit any number of Entries in accordance with the Submission Requirements section below.
- ◆ Each contestant agrees that any information transmitted in connection with the Contest is not confidential and acknowledges that he/she has no expectation of privacy with respect to such information, subject to the terms of SOMD's Privacy Policy. By completing a registration, you hereby agree that any and all information that you supply in the registration process is current, truthful and complete. If any information you submit is not current, truthful and complete, you may be disqualified from the Contest.

SUBMISSION REQUIREMENTS:

- ◆ All Entries must be titled "2008 Maryland State Police Polar Bear Plunge Commercial".
- ◆ All Entries must be submitted by the contestant by uploading each Video, individually if there is more than one, via the www.plungemd.com Web site. Sponsor will not accept any Videos submitted directly to SOMD. Each Entry shall be designated on YouTube as belonging to the "Entertainment" video category, and must be set as a "Public" (not "Private") video.
- ◆ All Videos must be submitted in format(s) conforming to the site's technical requirements.
- ◆ All Videos must, via graphics or dialogue, provide the following information:
 - Event Name: Maryland State Police Polar Bear Plunge
 - Event Location: Sandy Point State Park
 - Event Date: January 26, 2008
- ◆ Each video submission shall be exactly 30 seconds in length

- ◆ All Entries must be received by SOMD by 5 p.m. (Eastern Time) on January 19, 2008 to be eligible for participation in the Contest.

PROMOTION PERIOD: Contest applications will be accepted beginning December 1, 2007. All registrations, including the contest application and the video submission, must be completed by 5 p.m. on January . Any Videos submitted after that deadline will be disqualified automatically.

RULES OF ENTRY:

- ◆ **ORIGINAL WORK.** By entering this Contest, each contestant warrants that all Videos submitted are the original work of contestant, have not been previously exhibited, recorded or transmitted, and do not make unauthorized use of any trademarks, designs, copyrighted works, intellectual property, names, likenesses or images of any other person or entity, or otherwise infringe upon the copyrights, trademarks privacy, publicity or other intellectual property rights of any other person or entity. **ANY CONTESTANT WHO SUBMITS CONTENT THAT S/HE IS NOT AUTHORIZED TO USE SHALL BE AUTOMATICALLY DISQUALIFIED.**
- ◆ **USE OF VIDEOS.** Each contestant agrees that, once a Contest Application has been completed and a Video has been submitted, Sponsor shall automatically acquire an irrevocable, perpetual, universal, royalty-free, and otherwise unlimited license to copy, excerpt, edit and repurpose all Videos (including, without limitation, by means of digitizing or otherwise encoding all Videos), and to use, re-use, publish, re-publish and otherwise exploit such Videos in whole or in part, individually or in conjunction with other photographs or images, in any and all media now known or hereafter devised and for any purpose whatsoever, including, without limitation, for use in advertising, promotion, trade and on merchandise, throughout the universe, and to use the name, likeness and photograph of each contestant in connection therewith, if Sponsor so chooses, in its sole discretion without any additional compensation to contestant. Each contestant understands and agrees that s/he will not be compensated for any contest entry, except as expressly provided herein.
- ◆ Only Videos submitted in accordance with all applicable rules governing this Contest will be eligible for selection as a winning entry.
- ◆ **ASSIGNMENT OF ALL RIGHTS IN WORK.** By entering this Contest, each contestant hereby agrees that, should s/he be selected as the Contest Winner, s/he shall automatically and irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Video and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Video for any and all purposes in any and all media whether now known or hereafter developed, throughout the universe, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Video and that Sponsor in its sole discretion shall have the right to refrain from using the Video. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. In this connection, Winner will indemnify Sponsor and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.
- ◆ **RIGHT TO USE LIKENESS.** Except where prohibited by law, Winner grants to Sponsor and its advertising agencies the right to use and publish Winner's photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote Sponsor and the Contest without additional compensation.

PRIZE:

- ◆ Prizes are non-transferable and non-exchangeable. No substitution or cash equivalent will be made. SOMD reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason.
- ◆ SOMD is not responsible for cancellations or delays in travel or accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as part of a travel prize due to such cancellations or delays.
- ◆ One prize will be awarded. The prize will be a Canon DC210 Digital Camcorder.
- ◆ The Winner will be required to sign releases and authorizations prior to accepting the Prize.
- ◆ Driver's license or other appropriate picture identification will be required to claim the Prize. The Winner is responsible for securing all necessary travel documents for travel to Canada and re-entry to the United States.
- ◆ The Winner will be responsible for any and all local, state, and federal taxes, as well as any other costs, fees, or obligations of any kind in connection with participation in the Contest, including, but not limited to, all costs associated with the making of the Video.

GENERAL CONDITIONS.

- ◆ **Governing Law:** The Rules shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to conflict of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to the Rules shall be an appropriate state or federal court located in the State of Maryland, and your registration for the Contest acts as an express consent to the jurisdiction of such appropriate state or federal court located in the State of Maryland. SOMD and its affiliates reserve the right to make changes to these disclaimers or these Rules at any time.
- ◆ **Disclaimer:** By entering this Contest, contestants assume all liability for any injury or damages caused or claimed to be caused by his or her participation in the Contest and/or the acceptance and/or use of any prize, and release SOMD and its parents, subsidiaries, affiliates, agents and assigns and advertising and promotional agencies and their respective officers, directors, and employees (collectively "Released Parties"), from any such liability. SOMD is not responsible for telecommunications, network, electronic, technical or computer failures of any kind, for inaccurate transcription of entry information, errors in any promotional or marketing materials, errors in these rules, for any human or electronic error, including but not limited to, the administration of this Contest, or for entries that are stolen, misdirected, garbled, delayed by computer transmissions, lost, late, damaged, or postage due.
- ◆ **Indemnification.** By entering this Contest, contestant agrees to indemnify SOMD for any and all costs or damages sustained or incurred by SOMD and/or its affiliates which arise out of contestant's publication of its Entry on YouTube, including but not limited to any legal fees incurred by SOMD as a result of contestant's publication of a Video containing defamatory, infringing, criminal or otherwise improper content.
- ◆ **General:** These Rules constitute the agreement of contestant and are subject to changes by SOMD without prior notice. SOMD reserves the right to cancel the Contest at any time, without prior notice, for any reason or no reason.
- ◆ TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SOMD EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND TITLE AND NON-INFRINGEMENT.
- ◆ IN NO EVENT SHALL SOMD, ITS PARENT ENTITIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE HELD LIABLE TO A CONTESTANT OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED (INCLUDING NEGLIGENCE OR PERSONAL INJURY), OR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURY TO PERSON OR PROPERTY, FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY AND NEGLIGENCE) ARISING OUT

OF OR IN ANY WAY RELATED TO THE CONTEST, ON ANY THEORY OF LIABILITY, WITHOUT LIMITATION, EVEN IF ANY SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH CONTESTANT AGREES TO WAIVE ANY RIGHT TO EQUITABLE RELIEF INCLUDING, WITHOUT LIMITATION, INJUNCTIVE RELIEF AGAINST SOMD OR ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS TO ENFORCE THE TERMS HEREIN; HOWEVER, THE FOREGOING SHALL NOT PRECLUDE SOMD FROM SEEKING ANY INJUNCTIVE RELIEF.