

Pour One Out Contest Official Rules*

Description of the Contest

Reframe the sugary drink message and increase awareness of the harmful health effects of overconsumption through the act of pouring out sugary drinks. To encourage this action, the contest asks you to make a video pouring out sugary drinks in a fun, creative way. The video can be produced by any number of people, i.e. one person or a few friends, a club or business, or even an entire school.

Binding Agreement

To enter the contest, you must agree to these Official Rules. Therefore, please read the following rules prior to entry to ensure you understand and agree. Submission of an entry in the contest constitutes agreement to these rules. You may not submit an entry to the contest and are not eligible to receive the prizes described in the official rules, unless you agree to the official rules. These official rules form a binding agreement between you and the contest sponsor with respect to the contest.

Contest Period

Entries can be submitted from Wednesday, September 19, 2012, until 5 p.m. (EST) on Wednesday, November 7, 2012. No entries after this time will be accepted or permitted. All entries must be submitted by email.

Sponsor

Center for Science in the Public Interest
1220 L St. N.W.
Suite 300
Washington, D.C. 20005
Main: (202) 332-9110

Safety

Safety during the project is of highest priority. The contest sponsor takes no responsibility and assumes no liability for any omissions, acts, or damages that may result from the preparing of materials to submit to this contest. The contest sponsor stresses that contestants conduct their projects and avoid potentially dangerous production situations that put crew, actors, or the public at risk. To assure the safety of the participants, adult supervision is advised at all times.

Who Can Enter

The contest is limited to residents of the fifty (50) United States, the District of Columbia, and other U.S. territories, ages 13 years and above. All entries submitted by a minor between 13 to 18 years of age must receive consent from their parent or guardian.

How to Enter

1. No purchase or payment necessary to enter or win. A purchase or payment will not improve your chances of winning. All federal, state, local, and municipal laws and regulations apply. Void where prohibited.
2. Qualified entrants shall submit a short video (no more than three minutes long) by the contest closing date and time (Wednesday, November 7, 2012 at 5 p.m. EST). Videos can be submitted in any language, but if a language other than English is used, you must submit a translation along with your video. Entrants can use a variety of formats to film and edit, but the video must not be larger than 100 MB. Each person and/or group is limited to three unique entries. Videos must be uploaded to YouTube independently.
3. Email the YouTube URL link to fewersugarydrinks@cspinet.org along with your full name, age, mailing address, and phone number. Once the entry is emailed to the sponsor, it is final and may not be modified, supplemented, or edited.
4. All content in videos including, but not limited to, all pictures, video, and music, must be the original creation of the entrant, and should not infringe upon any third party's personal or proprietary rights (such as, but not limited to, intellectual property rights and/or copyrighted content owned by others). Entrants may not submit a video that has been submitted or published elsewhere.
5. Entrant must have the permission of all individuals appearing in the video.
6. Content in videos cannot promote alcohol, illegal drugs, tobacco, firearms/weapons, or any activities that may appear unsafe or dangerous. Content cannot be obscene or offensive, and cannot defame, misrepresent, or contain disparaging or slanderous remarks about the contest sponsor, other people, products, or companies.
7. The contest sponsor is not responsible for lost, late, destroyed, incomplete, unreadable, corrupted, or misdirected entries; printing errors; Internet malfunction; server unavailability; or computer or any other electronic or telecommunications malfunction. Similarly, the sponsor does not have any obligation to advise entrant of any late, destroyed, corrupted, or otherwise incomplete entry.
8. All entries become the property of the contest sponsor and will not be acknowledged or returned.

Elimination

Any false information provided within the context of the contest by any participant concerning identity, mailing address, telephone number, email address, ownership of rights, or non-compliance with these Official Rules or the like may result in the immediate elimination of the participant from the contest. The contest sponsor further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or

violates the rights of any third party, otherwise does not comply with these Official Rules, or violates U.S. or applicable state or local law.

Winner Selection

Winners will be selected by a panel of three (3) judges from the contest sponsor's staff. The videos will be judged on creativity, originality, and effectiveness of the health message at the sole discretion of the judges. The official winners will be announced on or before December 5, 2012. At the judges' discretion, all entries will be published on the Life's Sweeter Facebook page upon submission and review, along with each entrant's name(s) and city. All decisions of the judges are final and binding, and cannot be appealed. Judges reserve the right not to award any prize if they determine that no entry is qualified.

Prizes

1. Cash prizes – one prize awarded per video (single or group entrant)
 - One (1) First Place: \$1000
 - One (1) Second Place: \$500
 - One (1) Third Place: \$250
 - Ten (10) honorable mentions: T-shirt
2. Except for listed prizes, no other compensation will be paid to any entrant. No transfer or substitution of prizes is permitted. One prize is awarded per entrant, regardless of the number of participants in group entries.
3. All cash winners are required to verify identity with proper and legal picture identification within 30 days of notification of winning the cash prize. Winner may forfeit any and all cash winnings if verification cannot or has not been made within 30 days. Upon proper verification, cash winnings will be awarded by check and mailed to winner's mailing address within seven business days.
4. Income and other taxes, if any, are the sole responsibility of the winner.
5. Odds of winning depend on the number and quality of entries received during the contest period.

Winner Notification

1. Winners will be notified by phone or email. Winners must show picture identification to claim the prize. The contest sponsor reserves the right to examine additional identification and may choose to accept or deny awarding the prize based on the identification presented.
2. If prize notification is returned as undeliverable, the prize will be forfeited in its entirety.

3. If a selected cash winner is a minor between 13 to 18 years of age, the minor's parent(s) or guardian(s) will be required to sign and return a release form agreeing to the payment.
4. By participating in the contest, each participant and winner waives any and all claims of liability against the contest sponsor, and its employees and agents, their respective employees and agents, for any personal injury or loss whatsoever that may occur from the conduct of, or participation in, the contest, or from the use of any prize.
5. By participating in the contest, each participant authorizes the use, without additional compensation, of his or her name and/or likeness and/or voice/photograph and municipality of residence for promotion and/or advertising purposes in any manner and in any medium (including, without limitation, radio broadcasts; newspapers and other publications; television or film releases; slides; videotape; distribution over the Internet; and picture date storage) the contest sponsor may deem appropriate.

Additional Rules

1. The contest sponsor is not liable for any lost or stolen entries, prizes, or contest information.
2. By participating in the contest, participants agree to be bound by the decisions of contest sponsor personnel. The contest sponsor reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the contest, or obtained winner status using fraudulent means. The contest sponsor will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the contest and contest sponsor decisions concerning such disputes shall be final. If the conduct or outcome of the contest is affected by human error, any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, intentional interference or any event beyond the control of the contest sponsor, the contest sponsor reserves the right to terminate this contest, or make such other decisions regarding the outcome as the contest sponsor deems appropriate. All decisions will be made by the contest sponsor and are final. The contest sponsor may waive any of these rules in their sole discretion.
3. The contest sponsor reserves the right, in its sole discretion, to modify, withdraw, suspend, or terminate this contest at any time without prior notice.

Intellectual Property Rights

1. By submitting an entry, contestants thereby grant to the contest sponsor and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted work or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to the contest sponsor include, but are not

limited to, the right to resize, crop, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted work.

2. By submitting an entry, entrants thereby represent and warrant that the submitted work, information, or music does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party.
3. Entrants acknowledge and agree that the contest sponsor should have no obligation to post, display, use, or otherwise make publicly available any work submitted by the entrant, and may, in its sole and unfettered discretion, remove, edit, modify, or delete any work that the entrant submits.

Waiver of Liability and Agreement to Indemnify

By submitting any audio or video entry, each entrant, its, his, her or their heirs, successors and assigns (“entrant”) thereby releases, forever discharges and covenants not to make a claim against or sue the Pour One Out Contest, its sponsor and parents, subsidiaries and affiliates, licensees, employees, officers, directors, representatives, successors and assigns (“the Pour One Out Contest”), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which entrant may have or hereafter have against the Pour One Out Contest by reason of any injuries or damages entrant may sustain, whether to entrant’s person, property, reputation, or otherwise, as a result of, incident to, or related in any way to the entry, the contest, or the use, incorporation or exploitation of the entry for any purpose described herein. Entrant waives and foregoes the right to seek injunctive relief against anyone relating in any way to the entry, the contest, or the use, incorporation, or exploitation of the materials for any purpose described herein. Entrant agrees to indemnify and hold harmless the Pour One Out Contest from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by entrant of any representation made in the entry or by virtue of submitting the entry.