

**PIRACY DOESN'T WORK IN NYC  
CREATE THE NEXT SPOT ("Contest")  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**THIS CONTEST IS INTENDED FOR PLAY IN NEW YORK ONLY AND WILL BE GOVERNED BY U.S. AND NEW YORK LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND NOT LOCATED IN NEW YORK THE TIME OF ENTRY. VOID OUTSIDE NEW YORK AND WHERE PROHIBITED.**

**1. ELIGIBILITY:** The Contest is open only to legal residents of the fifty (50) U.S. and the District of Columbia, who are thirteen (13) years of age or older; and are high school, undergraduate or graduate students who are enrolled part-time or full-time in New York City in either: (1) an accredited public, private or parochial high school; (2) an accredited public, private or parochial two-year or four-year college or university whose main campus is located in New York City; or (3) a recognized film or art program which provides college credit for courses, excluding online courses or degree programs; and who have never been charged with, convicted of, or had an informal or formal complaint filed against them for copyright infringement or digital piracy as of the Contest start date and at the time of entry and the time of prize awarding. Employees, officers and directors (and their immediate families [spouse, parents, in-laws, grandparents, siblings, children and grandchildren] and those living in their same households [whether or not related]) of New York City Mayor's Office of Media and Entertainment ("Sponsor"), NBCUniversal Media, LLC, Fathom Communications, LLC, Oasis Technology Partners, Tic Toc, Inc. and any of their respective parent, subsidiary, and affiliated companies, advertising, promotion, or production agencies and web masters/suppliers (collectively "Promotion Parties") are not eligible to participate. By participating, entrants agree to these Official Rules, which are final and binding in all respects. Void outside New York and where prohibited.

**2. PROMOTION PERIOD:** Contest begins on September 13, 2011 at 9:00:00 a.m. EST and ends on October 23, 2011 at 11:59:59 p.m. EST ("Promotion Period"). The Web Site (defined below) server's clock is the official clock for this Contest.

**3. HOW TO ENTER:** Your Submission (defined below) should explain your vision for The City of New York's next Anti-Piracy Theft Public Service Announcement ("PSA") campaign that aims to educate the public, specifically teens, about the negative impact digital piracy and content theft has on New York City. For the purposes of this Contest, only the individual submitting the entry and whose information is listed on the entry form will be deemed the "Entrant" and will be eligible to win Prize (defined below). All entries must be submitted in the name of an individual person. **To enter online**, go to [www.StopPiracyinNYC.com](http://www.StopPiracyinNYC.com) ("Web Site") during the Promotion Period to register and submit your written submission, which should be a concept statement ("Concept Statement") of your idea for the Anti-Piracy Theft campaign along with a video submission of your PSA ("Video") that illustrates your Concept Statement (altogether, "Submission"). Submissions must be in English. Concept Statement must not exceed two hundred and fifty (250) words and must be submitted in the online entry form. Video must not be longer than sixty (:60) seconds, must be submitted in one (1) of the following file types: WebM, .WMV, .AVI, MPEGPS, .MOV, .MPEG4, .FLV or .3GPP, and must not exceed 150MB in file size. After completing all registration information and uploading your Submission, click that you have read and agree to the Official Rules, which are available for review on the Web Site, and click "Submit" ("Online Entry"). **To enter by mail**, send a hard copy of your entry including, entry's title, Concept Statement and Video, along with your name, mailing address, email address, and phone number, date of birth, and name, address and phone number of your high school, college or university ("Mail-In Entry" and together with Online Entry will be referred to herein as "Submission" or "Submissions") to the following address:

Fathom Communications  
ATTN: Ashley Renken  
437 Madison Avenue, 20<sup>th</sup> Floor  
New York, NY 10022

**Mail-In Entries must be postmarked by October 19, 2011 and received by October 25, 2011.** All Online Entries must be received by October 23, 2011 at 11:59:59 p.m. EST. Limit of one (1) Submission per person/email address, regardless of entry method, during the entire Promotion Period. Any form of submission other than that described herein is void. Any attempt by any participant submit more than the stated number of Submissions by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Submissions and that participant may be disqualified. Sponsor is not responsible for any computer or e-mail failures that may result in lost or garbled entries or which affect the administration of the Contest. All Submissions become the property of the Sponsor and will not be acknowledged or returned. Promotion Parties are not responsible for incorrect, lost, late, misdirected, damaged, or incomplete Submissions, Submissions that cannot be opened or played, computer system or transmission line errors, software or hardware malfunctions, or other errors, failures, or delays in transmission that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading or entering any part of this Contest. Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arises regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain name associated with the submitted e-mail address. Please see the privacy policy located at <http://www.nyc.gov/portal/site/nycgov/menuitem.b52b1c491d03e607a62fa24601c789a0> for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest. Those who do not follow all of the instructions, provide the required information in the Submission, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

BY MAKING A SUBMISSION, ENTRANT ACKNOWLEDGES THAT HIS/HER SUBMISSION MAY BE POSTED ON SPONSOR'S WEB SITE, AT SPONSOR'S DISCRETION. Making a Submission grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Submission in any way, in any and all media, without limitation, and without consideration to the entrant.

#### **4. DETERMINATION OF CONTEST WINNER:**

**A. Judging Phase:** During the judging phase, a panel of qualified judges, appointed by the Sponsor in its sole discretion, will select the top ten (10) Submissions from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- **Clearly advocates against digital piracy and content theft (30 points)**
- **Unique perspective (25 points)**
- **How well the Concept can be adapted into a Public Service Announcement (20 points)**
- **Creativity (15 points)**
- **Style (10 points)**

The ten (10) entrants whose Submissions receive the highest total score among all Judging Criteria will be deemed finalists ("Finalists"), subject to verification. In the event of a tie, tie breaker will be based upon the highest score in the first Judging Criteria, continuing thereafter to each Judging Criteria in order, as needed, to break the tie. Sponsor reserves the right to select fewer than ten (10) Finalists if, less than ten (10) Submissions receive a score of twenty-five (25) or greater. Once the Finalists have been selected, Sponsor will contact each Finalist by phone or email and then announce the Finalists on or about November 7, 2011. Sponsor is not responsible for any change in an entrant's email address, phone number or mailing address. The judge(s)' decisions are final in all matters relating to this Contest. Potential Finalists will be required to complete, sign, notarize and return an Affidavit of Eligibility and Liability Release, and where lawful a Publicity Release (collectively, "Contest Documents"), within two (2) days of receipt of notification in order for potential Finalists to be verified as a Finalist and continue to the Voting Phase (defined below). If potential Finalist is an eligible minor, potential Finalist's parent or legal guardian must complete, sign, have notarized and return the required Contest Documents on behalf of the minor. If Contest Documents are not returned within seven (7) days of such notification, or

if notification is returned as non-deliverable, or if a potential Finalist is found to be ineligible or otherwise not in compliance with these Official Rules, potential Finalist will be disqualified and Sponsor may select an alternate Finalist, in its sole discretion.

**B. Voting Phase:** The Finalists' Submissions will be posted in an online gallery for public voting at [www.StopPiracyinNYC.com](http://www.StopPiracyinNYC.com) from November 7, 2011 through November 18, 2011 (the "Voting Phase"). Anyone may vote (including those who have entered) for the Submission he or she believes most clearly advocates against piracy. **Limit: Each voter must be above the age of 13 years old and may vote one (1) time per day during the Voting Phase. Any attempt to vote more than once per day by using multiple email addresses, identities, registrations and logins, or any other methods may void all votes and the entrant may be disqualified, in Sponsor's sole discretion. Use of, or suspected use of, any automated system to vote is prohibited and may result in disqualification.**

The Submission which receives the highest number of valid votes during the Voting Phase will be deemed the potential grand prize winner ("Grand Prize Winner" or "Winner"), subject to verification. In the event of a tie, the Entries which received the tying number of votes will be posted in an online gallery for a second round of public voting at [www.StopPiracyinNYC.com](http://www.StopPiracyinNYC.com) from November 21, 2011 to November 22, 2011. The same limits per voter and regulations as set forth for the Voting Phase will apply.

Sponsor reserves the right, in its sole discretion, to select an alternate Winner from among the Finalists should the voting appear to have been tampered with or manipulated in any way.

**5. SUBMISSION DETAILS:** Submission must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, and that publication of the Submission via various media including web posting, will not infringe on the rights of any third party. If the Submission contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Submission. Any such entrant (and entrant's parent or legal guardian if entrant is an eligible minor) will indemnify Sponsor and Promotion Parties from any claims to the contrary. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Submission null and void. By making a Submission, entrant (and entrant's parent or legal guardian if entrant is an eligible minor) acknowledges and agrees that Sponsor may obtain many submissions under this Contest and that such Submissions may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other contests staged and/or sponsored by the Sponsor, and waive any and all claims entrant may have had, may have, and/or may have in the future, that any other Submission accepted, reviewed and/or used by the Sponsor (or its designees) may be similar to his/her Submission. Entrant (and entrant's parent or legal guardian if entrant is an eligible minor) acknowledges and agrees that the Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to entrant's Submission.

Submission may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; violent in any way or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
- contains nudity; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Submissions;

- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (other than photographs, videos, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Sponsor reserves the right to waive Submission requirement details set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Submission which fails to comply with Submission requirements prior to any judging period, or to reject any Submission that it finds, in its sole discretion, to violate any of the foregoing requirements or is otherwise not in compliance with this Official Rules. If you think that any Submission infringes your intellectual property rights, click here if you wish to report it <http://www.nyc.gov/html/misc/html/tou.html>. SUBMISSIONS POSTED TO SPONSOR'S WEB SITE (IF ANY) WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to, and may or may not, monitor/screen entries prior to posting them to the Web Site. By entering, you acknowledge that Sponsor has no obligation to use or post any Submission you submit.

**6. WINNER NOTIFICATION/REQUIREMENTS:** The potential Winner will be notified by phone or email on or about December 2, 2011. If Sponsor cannot contact a potential Winner within two (2) days of date of attempted notification, Prize (defined below) may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Prizes cannot be assigned, transferred, redeemed for cash or substituted, except that Sponsor reserves the right to substitute Prize with a prize of equal or greater value if promoted Prize becomes unavailable. Sponsor reserves the right to require potential Winner to submit to a background check. Potential Winner will be required to complete, sign, notarize and return an Affidavit of Eligibility and Liability Release, and where lawful a Publicity Release, within seven (7) days of receipt of notification in order for potential Winner to be verified as the Winner and claim Prize. If Winner is an eligible minor, Winner's parent or legal guardian must complete, sign, have notarized and return a Liability Release on behalf of the minor. If documents are not returned within seven (7) days of such notification, or if Prize notification or prize is returned as non-deliverable, or if a potential Winner is found to be ineligible or otherwise not in compliance with these Official Rules, Prize may be forfeited. By accepting a prize Winner (and Winner's parent or legal guardian if Winner is an eligible minor) agrees that his/her Submission will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then Winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Submission, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her Submission. Sponsor reserves the right to alter, change or modify Winner's Submission, in its sole discretion. Upon request of Sponsor, Winner (and Winner's parent or legal guardian if Winner is an eligible minor) shall execute and deliver such additional instrument of assignment ("Assignment"), as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Submission and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request Assignment

as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request Assignment.

**7. GRAND PRIZE:** One (1) grand prize ("Grand Prize" or "Prize") will be awarded to Winner. Grand Prize will consist of: (i) five hundred dollars (\$500) awarded to Winner in the form of a check made payable to the Winner (or in another form subject to Sponsor's sole discretion) and (ii) the opportunity to collaborate with a production company to have your campaign concept developed into a Public Service Announcement ("PSA"). Approximate Retail Value of Prize ("ARV"): five hundred dollars (\$500). If Winner is an eligible minor, Prize will be awarded in the name of Winner's parent or legal guardian. Winner is responsible for all taxes on Prize, if any, including but not limited to federal, state and local income taxes. Winner may be issued an IRS 1099 tax form. Unclaimed Prize will not be awarded. Winner will have no input on any aspect of the incorporation or use of his or her Submission in connection with the PSA. Winner will not be provided any additional notice or compensation for use of his or her Submission in connection with the PSA or for any other works, derivative, or related products that may be created based on the Submission. All aspects of the use of the Submission in connection with the PSA shall be at the sole discretion of Sponsor including: content, script, imagery, length, and all other creative details. The use of the Submission may be based on concepts contained in the winning Submission, but it may depart from the original Submission in material ways without the consultation or approval of the Winner. Sponsor shall not have any obligation to use Winner's Submission in any manner.

**8. GENERAL CONDITIONS:** By entering this Contest, entrants agree (or if an eligible minor, entrant's parent or legal guardian agrees) and covenant on behalf of themselves and their family, heirs, personal representatives executors, assigns and insurers, (a) to release, acquit, hold harmless, waive and forever discharge Sponsor, NBCUniversal Media, LLC, Fathom Communications, LLC, Oasis Technology Partners, Tic Toc, Inc., and their respective parent companies, subsidiaries and affiliates, and their respective officers, directors, members, managers, employees, contractors and agents (collectively, "Releasees") from any and all claims, demands, damages, debts, costs, fees, obligations, loss, expenses, compensation, actions or causes of action whatsoever, of every nature, character and description, whether known, unknown, discovered, undiscovered, suspected or unsuspected, including death, or property damage (collectively, "Claims"), including but not limited to Claims arising on account of, or in any way growing out of, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the entrant's Submission, any prize or entrant's participation in this Contest or any Contest related activities, or any travel related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Except where legally prohibited, winner grants (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

**9. LIMITATIONS OF LIABILITY:** Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. If, for any reason, Contest, in the sole opinion of Sponsor, is not capable of running as planned in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Contest, and determine winner from eligible non-suspect entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Automated entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right at its sole discretion, to disqualify any individual (and all of his or her entries) who tampers with the submission process.

**10. JURISDICTION/VENUE:** By entering, entrants (and entrant's parent or legal guardian if entrant is an eligible minor) agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of New York without giving effect to any choice of law or conflict of law rules. By entering, entrants (and entrant's parent or legal guardian if entrant is an eligible minor) consent to the jurisdiction and venue of the federal, state and local courts located in New York County, New York.

**11. WINNER LIST:** For the name of Winner, send a self-addressed, first-class stamped envelope to: NYC Anti-Piracy Student Contest, 4228 N. Central Expressway, Ste. 200, Dallas, TX 75206. Requests must be received by December 19, 2011.

**12. SPONSOR:** New York City Mayor's Office of Media and Entertainment, One Centre Street, 27<sup>th</sup> Floor, New York, NY 10007.