

"Why I like Visions In Education"

Video Contest Rules and Regulations (updated 2/27/10)

NO PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. Visions In Education K-12 Charter School (Visions) students [entrant(s)] with permission from their parents/guardians may choose to participate in the "*Why I like Visions In Education*" Video Contest (Contest). By participating, entrants agree to be bound by these Official Rules, and by the decisions of Visions In Education K-12 Charter School (Sponsor), which are final and binding on all matters.

1. **DESCRIPTION OF CONTEST:** This is a contest for the best video about students and their school experience at Visions. Two types of awards will be granted: ***Viewer's Choice Award*** – those videos with the greatest number for valid votes recorded on YouTube by end of contest **AND *Academy Awards*** (one set of awards for the Home School Academy and one set of awards for the 9-12 Independent Study Academy). This contest will be conducted in two phases: (a) the initial video submission phase and, (b) the voting process/period. Each phase will be described below:
 - a. **Video Submission Phase:** This phase will start on 12:01 a.m. (Pacific Standard Time [PST]) on December 1, 2009, and end at 11:59 a.m. PST on February 1, 2010 (Video Submission Phase).
 - i. During the Video Submission Phase, entrants should submit their videos (the Video) in accordance with the procedures described in VIE Community (keyword search: "YouTube Video Contest" or find node 3968).
 - b. **Voting Process:** Sponsor will post all videos online at ([YouTube video contest link](#)) during the Video Submission Phase, unless submitted videos have inappropriate content as determined by Sponsor at their sole discretion. Only registered YouTube members who visit the Visions YouTube channel site will then have the ability to vote online for their favorite video. Each YouTube visiting member will have the ability to vote up to one (1) time during this period. Entrants are prohibited from voting on their own entries. In addition, Sponsor reserves the right to disqualify, in its sole discretion, any duplicate votes or multiple votes by the same individual or any votes made through the use of false or fictitious names, false or fictitious email addresses, or robotic, automatic, macro, programmed or like methods.
 - c. **Voting Period:** Voting will commence at 12:01 p.m. PST on February 1, 2010, and end at 11:59 a.m. PST on March 1, 2010 (Voting Period) which will lead two several types of awards:
2. **PRIZES:** Within 15 days of the completion of the voting period, all winners will be notified. Where applicable, the winner is solely responsible for payment of all taxes on the prize. Any costs or expenses incurred by the winner in claiming or using his/her prize will be the responsibility of the winner. Prizes are not transferable. There are no cash redemptions or prize substitutions, except that Sponsor may in its sole discretion substitute a prize of equal or greater value for the prize.

3. **ELIGIBILITY:** The Contest is open to any enrolled Visions In Education student. Each entrant must complete an Entry/Permission Form, and, a minor (for these purposes, a person under 18 years of age) submitting an entry must receive his/her parent/legal guardian's permission. In addition, all entrants must be a student in good standing, or a January 2010 graduate in order to participate and win. Please see VIE Community for specific list of prizes and prize sponsors (use the search term "YouTube Video Contest", or find with node: 3968)

Each entry must be entrant's own original work, and may not be offensive or inappropriate, as determined by the Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights, including, without limitation, trademark, copyright or other intellectual property rights. Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate or is not in keeping with Sponsor's image, in its sole discretion.

Entrants are responsible for ensuring that they have received written permission from any and all persons, businesses, and entities that are shown in the Video.

Entrant agrees that his or her submission **will not**:

- a. Reveal full names and addresses of any Visions In Education Charter School student. (Entrant may only reference first names in video submissions);
- b. reference any Visions In Education Charter School teacher, administrator or office staff by name;
- c. infringe on the intellectual properties, trade secrets, privacy, or publicity rights of others;
- d. contain any material that could be considered unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, indecent, sexually explicit, or hateful, or contain content that refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;
- e. be posted in a false name or the name of another person, or include impersonations of any person, except where such impersonations are obvious and are included exclusively for the purpose of parody;
- f. include illegal material or encourage, solicit, or glorify illegal activity;
- g. contain false statements or misrepresentations that could damage entrant, Sponsor, the school shown in the Video or any third party; or
- h. include commercial advertisements or solicitations.

ONLY ONE (1) ENTRY PER PERSON (ENTRANT) WILL BE ACCEPTED. Any attempt by any entrant to obtain more than the stated number of entries, by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entry, and that entrant may be disqualified. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process, or with the operation of the Contest or the Web site; to be in violation of any applicable legal terms for use of the Web site; to be acting in violation of the Official Rules; or to have engaged in any fraud. Any use of robotic, automatic, macro, programmed or like methods of entry and/or voting will be void; persons using any such methods will be disqualified. Incomplete, illegible, false or deceptive entries will also be void.

All video submissions and entry/permission forms must be received by Visions In Education Charter School Business Analyst, Helen Li, by 11:59 a.m. PST on February 1, 2010. Sponsor will not verify receipt of entries.

4. **HOW TO ENTER:** Beginning December 1, 2009 at 12:01 a.m. (PST), entrants may enter this Contest by visiting VIE Community page Visions YouTube Video Contest (node 3968) for all necessary information, contest rules, applications, and permission slips. After completing all necessary paperwork, entrants' completed paperwork should be faxed to 916/971-5335, or mailed to:

Visions In Education Charter School
Attn: Helen Li, Video Contest Application
4800 Manzanita Ave, Carmichael, CA 95608

Once an entrant's paperwork has been submitted, he/she may upload his/her video by utilizing a file upload tool located in VIE Community (please see node 3968) for specific instructions. If an entrant has questions regarding this process he/she may contact Helen Li at 916/971-5336, or email her at hli@viedu.org. She will coordinate a final review of the paperwork prior to submitting an entrant's video to Visions' YouTube page.

5. **CRITERIA** for Determination of Viewer's Choice Awards and Academy Choice Awards:
 - a. YouTube member visitors to the Visions YouTube channel site can vote on their favorite Video and the three (3) with the most valid votes cast during the Voting Period will become Viewer's Choice Semi-Finalists. Of those top three vote-getting videos, the video with the most valid votes cast during the Voting Period will become the Viewer's Choice Award Grand Prize Winner; the remaining two will become Viewer's Choice Award Runners-up. Votes that are disqualified in accordance with Section 3 (Eligibility) will not be counted in determining the Viewer's Choice Award Grand Prize Winner and Viewer's Choice Award Runners-up. Any use of robotic, automatic, macro, programmed or like methods of voting will be void; votes obtained using any such methods will be disqualified.
 - b. Academy Awards: After completion of the Video Submission Phase, a panel of judges selected by Sponsor, who each will have a minimum of two years' experience in the education industry (teaching, supervising, administration, business, management, etc.) will evaluate the timely-submitted Videos, and select five (5) Semi-Finalists according to the following criteria: creativity (50%), contest relevance (25%), and production value (25%). Submissions will only be judged if they fulfill all of the entry requirements for the contest. All evaluation and judging during this initial phase will be organized and performed solely by the Sponsor. All decisions of the judges are final and binding on all entrants. The panel will then select one Grand Prize Winner and one First (1st) Runner-up from these five Semi-Finalists for each academy..

6. **NOTIFICATION:** All Winners will be notified by phone, email and/or mail. Failure by a Winner to respond to such notification within seven (7) days of the date of the notification will result in disqualification of the Winner and an alternate potential Winner will be selected as follows: (a) the new Viewer's Choice Award Grand Prize Winner will be the Viewer's Choice Semi-Finalist judged to have the next best Video by the judges in accordance with Section 5; (b) if a Viewer's Choice Semi-Finalist fails to respond, the judges will select another Viewer's Choice Semi-Finalist from Videos received during the Video Submission Phase in accordance with Section 5.A.; the alternate Viewer's Choice Runners-Up and the Viewer's Choice Award Grand Prize Winner will be selected from the next highest vote getter. The return of a potential Winner's notification, prize information or the prize as undeliverable or rejection of the prize by the potential Winner will result in disqualification of the potential Winner and an alternate potential Winner will be selected as noted above. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential Winners, if any.

All entries are subject to verification prior to awarding of prizes. In the event of a dispute about the identity of an entrant using the Internet for entry, each entry will be declared made by the authorized account holder of the email address submitted at time of entry. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The Winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry.

Non-compliance with any of the foregoing may result in disqualification and selection of an alternate Finalist. Each winner's entry and acceptance of a prize constitutes permission for the Sponsor to use said person's name, photograph, likeness, statements, voice, and city and state address for promotional or advertising purposes in connection with this Contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, including without limitation, on Sponsor's Website, without review, permission or further compensation.

7. **OWNERSHIP/USE OF ENTRY:** By submitting an entry, each entrant agrees that Sponsor shall own all entries including all Videos that are submitted (collectively referred to as the "Materials"), including all rights, title and interests embodied therein, whether sent via mail, electronic mail or some other means. SUCH MATERIALS SHALL BE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH MATERIALS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE MATERIALS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. EACH ENTRANT HEREBY GRANTS SPONSOR A ROYALTY FREE, IRREVOCABLE, AND WORLDWIDE, PERPETUAL LICENSE TO USE THE MATERIALS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE MATERIALS (WHETHER OR NOT ENTRANT IS DECLARED THE WINNER OF THE CONTEST), ENTRANT SHALL NOT

BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE MATERIALS AND AGREES THAT IF SPONSOR ELECTS TO USE MATERIALS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT USE SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S MATERIALS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE MATERIALS CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR, ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE MATERIALS.

8. **USE OF NAME.** To the maximum extent permitted by law, and except where otherwise prohibited by law, each entrant agrees that Sponsor has the worldwide and fully transferable right to use and disclose entrant's first name, likeness, voice, performance, city of residence on the world wide web, in print publications, videotapes, television or other broadcast and on all other media or formats in connection with the Contest and any marketing, advertising or promotion thereof.
9. **WINNER(S) LIST:** Will be announced by Visions Staff.
10. **RELEASE:** By accepting any Contest prize, each winner releases and discharges the Sponsor from any claims, expenses, injuries, losses or damages of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of any prize or from the winner's participation in the Contest.
11. **GOVERNING LAW:** This Contest is subject to all federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or your rights and obligations or Sponsor's rights and obligations in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof. **THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.**
12. **TRADEMARKS:** All trademarks referenced herein are owned by their respective companies and do not imply or suggest that such companies endorse or support this Contest.

13. **SPONSOR:** The Sponsor of this contest is Visions In Education K-12 Charter School. Sponsor reserves the right at its sole discretion to modify or cancel this Contest at any time for any reason without notice or obligation.