

## Official Rules

### How Do You Bounce? Contest

1. This is a skill contest open to legal residents of the 50 United States of America. You must be 21 years of age or older and be a registered user of YouTube. No purchase is necessary to enter or win the contest.
2. The contest submission period runs from April 1, 2008 12:01 AM Central Time to June 30, 2008 at 11:59 Central time. Prizes will be awarded no later than September 30, 2008.

#### Prizes will be:

- **First Prize:** \$1,000
- **Second Prize:** \$100
- **Third Prize:** 20 entrants will be awarded an audio version of Bounce! by Barry Moltz

**If 100 videos are not submitted for the contest during the submission period, then First prize will be reduced to \$100 and second prize will be reduced to \$10.**

**3. Sponsor:** The contest is sponsored by Barry Moltz, dba Shafran-Moltz Group.

**4. To Enter:** Submit an original video through YouTube (maximum running time of 60 Seconds) talking about or showing "How You Bounce!". Only five videos can be entered per person for the contest.

#### 5. Other Requirements for contest:

Running Time: 60 seconds or less. If it is longer than 60 seconds, only the first 60 seconds will be judged.

Language: English

Video Submissions must also comply with the YouTube Site's "YouTube Community Guidelines" set forth at [http://www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines) and not include trademarks, logos, or copyrighted material not owned by entrant or used without permission (such as company names, music, or photographs). Material also cannot also be subject to any third party agreements. The sponsor will review all Video Submissions and will disqualify any videos that do not meet the criteria described above.

**6. Entry Terms:** Void where prohibited. By entering, and as part of the Official Rules, entrants agree to comply with YouTube's Terms of Use ([www.youtube.com/t/terms](http://www.youtube.com/t/terms)); YouTube's Privacy Policy ([www.youtube.com/t/privacy](http://www.youtube.com/t/privacy)). By entering, entrant warrants that his or her idea and video submission and all elements thereof satisfy the Terms and Conditions of YouTube's Terms of Use

By entering the Contest, each entrant represents and warrants that he or she has obtained all of the rights, licenses, and permissions in writing from each person (or from parent/legal guardian if person(s) in Video Submission are considered minors in their state of residence) who appeared in or helped to create the Video Submission. If Sponsor determines in its sole discretion that an entrant has breached a representation or warranty, the entry will be disqualified.

The sponsor is not responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the YouTube web site, for problems uploading or downloading any Contest-related materials from the web site, or for late, lost, damaged, misdirected, incorrect or incomplete entry. For purposes of these Official Rules, receipt of entry occurs when YouTube's servers successfully receive the uploaded video file and record the required entry information.

**7. Judging:** All eligible Entries received during the Video Submission Period will be judged by a panel of representatives of the Sponsor Panel. The Panel will score each eligible entrant's Video Submission based on the following judging criteria, each given equal weight:

- Creativity, clarity, originality, and uniqueness
- Overall impression

**8. Prize Winners:** Winners will be required to sign and execute the following documents and return them via e-mail to the Sponsor before prizes are awarded. (1) a Personal Release; (2) an Affidavit of Eligibility and Liability Waiver; (3) where lawful, a Publicity Release. Prize Winners will be announced at [www.shafranmoltz.com](http://www.shafranmoltz.com) by July 31, 2008. Designation as a prize winner is subject to proof of compliance with Official Rules, maintaining compliance with these Official Rules, YouTube Terms of Use and Code of Conduct, and approval by Sponsor.

**9. Notification of First, Second Prize and Third Prize:** The potential First and Second, Third place prize winners will be notified by mail, telephone, and/or email, in Administrator's sole discretion, before July 31, 2008. Only one prize can be awarded per person.

**10. Taxes:** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Winners are solely responsible for reporting and paying any and all applicable taxes. Winners must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

**11. Other Conditions:** All federal, state and local laws and regulations apply. Contest void where prohibited. Sponsor reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest or any portion hereof at any time for any or no reason, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Contest Entities' opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Contest is otherwise not capable of running as planned. By entering, participants agree to release and hold harmless Contest Entities and (each of its/their) parent(s), subsidiaries, affiliates, divisions, advertising and promotional agencies, advertisers, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any violation of the Official Rules by participants (including any warranties made by participants), any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Contest or any acceptance or use of any prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by YouTube due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Contest, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, unintelligible and/or postage due (or any combination thereof). The use of third-party software or website or automated entry systems to participate is prohibited, and Contest Entities reserve the right to disqualify entries made in such fashion. By entering, entrants agree to comply with these rules. Any entrant who attempts to tamper with this Contest in any way shall be disqualified. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the e-mail address submitted at the time of entry. "Authorized

Account Holder" is defined as the natural person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

**12. Additional Contest Terms:** By entering this Contest, and to the extent allowed by law, entrants grant Sponsor, YouTube and each of their affiliates, licensees, promotional partners, and third party marketing entities the absolute right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Video Submissions, entries, and the entries themselves, in perpetuity in any and all media, including but not limited to digital and electronic media, computer, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial or any other purposes without further review, notice, approval, consideration, or compensation. Entrants waive and release Sponsor, YouTube and each of their affiliates from any and all claims that entrants may now or hereafter have in any jurisdiction based on any claims, including but not limited to "moral rights" or "droit moral" or unfair competition with respect to Sponsor's or YouTube's exploitation of entries without further notification or compensation to entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor, YouTube and each of their affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any entry, or any derivative works, infringe or violate any of entrants rights therein. By entering this Contest, entrants agree that Sponsor, YouTube and each of their affiliates, licensees, promotional partners, and third party marketing entities shall have the right and permission to use the name, picture, voice, biographical data, photograph, testimonial, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof), and/or any information contained in his/her Video Submission or entry for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, to the winner to the extent permitted by law. The Contest Entities reserve the right, in their sole discretion, to disqualify any individual found tampering with the entry process or entry materials or otherwise interfering with the proper administration of the Contest or violating these Official Rules.

EACH ENTRANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE JUDGES AND PUBLIC VOTING, WARRANTS THAT THEY ARE ELIGIBLE TO PARTICIPATE IN THIS CONTEST, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS CONTEST ENTITIES AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENCIES OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE, OF THE GRAND PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANTS' BREACH OR ALLEGED BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CONTEST, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the Video Submission to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Video Submission, other than as set forth in these Official Rules. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to the Video Submission and/or each other in theme, idea, plot, format, or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Contest Entities' use of any such similar or identical material that has or may come to Contest Entities, or any of them, from other sources. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to the submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of any Contest Entities' actual or alleged exploitation or use of any submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any program, website, advertising, materials or other thing based on or allegedly based on the Video Submission, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

This Contest is governed, interpreted and enforced by the laws of the State of Illinois, without regard to its conflict of laws principals. Any and all legal actions, claims or proceedings arising out of, or in connection with this Contest must be brought in a court of competent jurisdiction in the State of Illinois. The Entrant and all persons making claim through or on account of Entrant, hereby agrees to and irrevocably consents to the venue of the applicable state or federal courts sitting in Illinois and submits to the jurisdiction of said courts. If, in Contest Entities' sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, YouTube or Sponsor reserves the right to void suspect entries and/or votes and/or terminate the Contest and award the prizes at its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or vote repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an e-mail address, the entry in question may be disqualified subject to the judges' or Sponsor's sole discretion.