

Official Rules for the Faith Counts 2020 Film Your Faith Video Contest

“Film Your Faith Video Contest”

By submitting your video to this contest you agree to the following rules and submission terms.

1. **ELIGIBILITY:** The Film Your Faith Video Contest (“Contest”) is open to entrants ages eighteen (18) or older who are residents of the United States of America (“Entrant” or “Entrants”). Entrants must have an account with YouTube, LLC (“YouTube”), which is free of charge. Employees and interns of Faith Counts, LLC and its official Partners, and their spouses and family members are not eligible for the Contest. Judges of the Contest and their spouses and family members are not eligible for the Contest. The Contest is subject to all applicable United States federal, state, and local laws and regulations. The Contest is void where prohibited or restricted by law.
2. **SPONSOR:** Faith Counts, LLC, a Delaware limited liability company, and its affiliates and affiliated entities (collectively, “Sponsor”).
3. **AGREEMENT:** Participation in this Contest constitutes Entrant’s unequivocal agreement to these Film Your Faith Video Contest Official Rules (“Official Rules”) and Sponsor’s decisions, which are final and binding, in all matters related to the Contest. Winning is dependent upon fulfilling all requirements set forth herein. A digital copy of each video entry selected as a finalist must be submitted to Sponsor whenever requested. Any finalist who does not submit the digital copy of his/her entry video upon request will be eliminated as a finalist.
4. **CONTEST PERIOD:** The Contest begins on June 8, 2020 at 12:01 a.m. Eastern Daylight Time (“EDT”) and ends on September 23, 2020 at 11:59 p.m. EDT (“Contest Period”). Sponsor is the official timekeeper for the stated Contest Period. Video entries received prior to or after the Contest Period are considered invalid.
5. **HOW TO ENTER:** During the Contest Period, you may create or log into your YouTube account (“Account”) at <http://www.youtube.com>. Follow YouTube’s on-screen instructions for uploading your video (“Submission” or “Submissions”) to your Account. Before the end of the Contest Period, you must complete and electronically sign the Entry Form, which is located at <http://FaithCounts.com/video-contest>.

By uploading your Submission to your YouTube Account and submitting your Entry Form to Sponsor, you represent and warrant that your Submission conforms to these Official Rules and the YouTube Terms of Service. Sponsor may disqualify you from the Contest, at its sole discretion, if Sponsor believes that your Submission fails to adhere to these Official Rules and the YouTube Terms of Service.

Entrants may only enter the Contest one time. Sponsor reserves the right to dismiss Entrants who submit more than one submission. Physical copies of the Submissions received by Sponsor will not be returned and will become the property of Sponsor. Submissions generated by automated

means, including script and/or macro, are void and will be disqualified. The person who creates the Account will be regarded as the Entrant.

Any Entrant whose Submission includes the name, image, or likeness of any third party or that contains elements not owned by the Entrant (including, but not limited to, music, trademarks, images, or logos) must be able to provide Sponsor with valid releases, in a form acceptable to Sponsor, for all such materials, so that Sponsor has an unlimited right to use the Submission in any and all manners that Sponsor, in its sole discretion, deems appropriate. Entrants whose Submission includes the name, image, or likeness of one or more minors must be able to provide Sponsor, upon request, releases signed by the parent or legal guardian of such minors, so that Sponsor has an unlimited right to use the Submission in any and all manners that Sponsor, in its sole discretion, deems appropriate.

In the event of a dispute regarding the ownership of a Submission, the authorized account holder, at the time of entry, of the email address used to create the Account, will initially be considered to be the Entrant and must comply with these Official Rules and with the YouTube Terms of Service. Each Entrant may be obligated to show proof that he/she is the authorized account holder on YouTube. In the event that the ownership of the Submission is challenged, Sponsor may disqualify the entry and discontinue use of it.

6. SUBMISSION GUIDELINES: Submissions may only be submitted by the owner of the Submission. Anonymous submissions will not be considered.

- All Submissions must be the original creation of the Entrant;
- Entrant must hold all rights to the Submission, including the copyright or a valid license to all content in the Submission;
- The Submission may not exceed two (2) minutes in length;
- The Submission must be in English or must contain English subtitles; and
- The Submission must be in video format and must comply with the YouTube Terms of Service, available at <http://www.youtube.com/t/terms>.

Content Restrictions:

- The Submission cannot have been previously published, submitted, distributed, or publicly broadcast prior to putting it on YouTube for this Contest;
- The Submission cannot contain material that violates or infringes the rights of others, including, but not limited to, privacy, publicity, or intellectual property rights (including copyright, trademark, and patent rights). In this regard, the Submission **CANNOT** contain copyrighted music, images, footage, artwork, or videos, unless such content is owned or properly licensed by Entrant, or unless Sponsor has specifically indicated that such content can be used for this Contest;
- The Submission **CANNOT** contain any trademarks, logos, or brand names;
- The Submission cannot defame or invade the privacy rights or privacy of any person, living or deceased;
- The Submission cannot contain degrading, derogatory, insulting, slanderous, or libelous materials;

- The Submission cannot contain inappropriate, indecent, filthy, obscene, hateful, or discriminatory materials, as determined in Sponsor's sole discretion; and
- The Submission cannot contain unlawful or illegal materials or materials contrary to the laws or regulations in the jurisdiction in which the Submission was created.

7. AWARDS: The Contest will award three (3) cash prizes, as follows: one (1) Grand Prize Winner will receive \$20,000 cash; one Fan Favorite Winner will receive \$10,000 cash; and one Honorable Mention Winner will receive \$5,000 cash.

No substitution, assignment or transfer of a prize is allowed except with Sponsor's permission or where required by law. THE WINNERS ARE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE. Award of a prize is subject to verification of eligibility and compliance with all rules. Allow 4-6 weeks after award of prize for prize fulfillment.

8. JUDGING: A panel of judges chosen by Faith Counts will judge the entries and determine one Grand Prize winner and one Honorable Mention winner. The judges will use the following criteria to evaluate the entries: Originality 25%, Creativity 25%, Relevance to Contest Theme of showcasing the power of faith in a positive light 25%, and Overall Quality 25%. Two (2) rounds of judging by a multi-member panel will take place. The first round will narrow the Submissions down to a maximum of ten (10) videos. First-round finalists will be notified of their placement in September. The ten finalist videos will be eligible for the Grand Prize, Honorable Mention and Fan Favorite awards. Faith Counts judges will pick the Grand Prize winner and the Honorable Mention winner. The Fan Favorite winner will be determined by votes on <http://FaithCounts.com>.

Fan Favorite Award:

The ten finalist videos will be displayed on the Faith Counts Channel on YouTube and on <http://FaithCounts.com>. Visitors will be able to vote for their favorite video on <http://FaithCounts.com> during the voting period in September. Voting by bots, web robots, WWW robots, or other automated means is prohibited, and any Entrant who is found to have participated in such automated voting will be disqualified. The Fan Favorite Award will be determined by popular vote.

An Entrant may not be awarded more than one prize. In the event that a Submission that is chosen by the judging panel to be the Grand Prize winner or an Honorable Mention winner is also chosen by popular vote to be the Fan Favorite, the Entrant of that Submission will receive the prize with the higher cash amount and the judging panel will award the other prize to the Entrant of the Submission with the next best scores (either in the judged category or the Fan Favorite category, depending on which prize is forfeited by the winning Entrant).

9. WINNER NOTIFICATION: Winners will be notified by e-mail and must meet all eligibility requirements including the timely execution and return of all necessary releases and documents (if any) required by Sponsor. The Fan Favorite winner will be announced in October. The Grand Prize winner and Honorable Mention winner will be announced to the public.

Each potential winner will have five (5) days after being notified via email to respond or forfeit the award. If a potential winner cannot be contacted within a reasonable time period, fails to respond to the email notification within the required time period, is not in compliance with these Official Rules, or if the award or award notification is returned as undeliverable, the potential winner forfeits the award.

A potential winner will be disqualified and an alternate potential winner may be selected if (i) he/she does not comply with these Official Rules, Sponsor's Terms of Use (available at <http://faithcounts.com/terms-of-use/>), or with the YouTube Terms of Service (or is otherwise determined to be ineligible), (ii) he/she does not respond to the prize notice within the time period set forth, (iii) the person fails to comply with other rules set by the Sponsor; or (iv) the prize is undeliverable for any reason. If Sponsor notifies, or seeks to deliver a prize to or otherwise attempts to contact an alternate potential winner, and such alternate potential winner is subsequently disqualified, then Sponsor shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prizes (e.g., the Sponsor may choose another alternate potential winner in a manner consistent with these rules or donate the prize to another entity, at its sole discretion).

Winners may be required to complete and sign a **document of eligibility and originality**. The document must be signed and returned within ten (10) days of notification of winning. Failure to comply with this requirement will result in disqualification and the award will be forfeited. Winners agree that Sponsor shall not be liable for injury, loss, or damage of any type resulting from participation in this Contest or from the acceptance or uses of the awards given.

10. RELEASE: By participating in or entering into this Contest, Entrant agrees to defend, indemnify, release, and hold harmless Sponsor including its respective directors, trustees, officers, committees, subsidiaries, affiliates, employees, agents, assigns, third party information providers, and representatives (collectively, "Sponsor Indemnitees") from and against any and all claims (including, but not limited to, claims of patent, trademark, and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines, and judgments asserted against or recovered from Sponsor arising out of or related to: Entrant's participation in the Contest or Entrant's Submission; and any act, conduct, omission, negligence, misconduct, or unlawful act (or act contrary to any governmental order or regulation) by Entrant, including, but not limited to, any of Entrant's acts or omissions resulting in personal injury, damage or loss of property, or breach or violation of these Official Rules or the rights of another by Entrant. Sponsor shall not be liable in any way for injuries to persons or damages to property incurred or suffered by Entrant or any of Entrant's subcontractors, agents, heirs, successors or assigns, or any person related to Entrant in any way.

11. GENERAL TERMS AND CONDITIONS: By entering or participating in the Contest, an Entrant agrees that he or she meets the eligibility rules set forth in Section 1 above, and also agrees to be bound by these Official Rules. Any attempt by any Entrant or other person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by

law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term. Sponsor reserves the right to disqualify any suspect entry or Entrant or cancel, suspend, terminate, and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If Entrant is disqualified from the Contest, Sponsor may, in its sole discretion, determine the winners from among all remaining non-suspect, eligible Submissions received using the judging procedure outlined herein. Sponsor, in its sole discretion, reserves the right to disqualify any Entrant, and void such Entrant's Submission, who (a) does not meet the eligibility rules set forth in Section 1 above, (b) is determined by Sponsor to be tampering with the Submission process or the operation of the Contest, or (c) is acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner.

By participating in or entering into the Contest, Entrant grants Sponsor a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license to print, publish, reproduce, perform, edit, distribute, display, transmit, broadcast, sell, license, sublicense, modify, create derivative works from, and otherwise use or allow others to use Entrant's Submission and any description of the Submission in whole or in part, in any program, distribution channel, publication or promotional device of Sponsor and in any form, media, or technology now known or later developed, including using the Submission for promotional and marketing purposes, all without attribution or compensation to Entrant and his/her successors or assigns. The grant of rights herein shall include, but is not limited to, the right to adapt, perform, reproduce, distribute, license, or otherwise use the Submission, or any portion thereof, alone or in conjunction with other materials, in all types of electronic, digital, online, computer-based media and technologies and any other system or medium now existing or hereafter developed, as well as the storage, retrieval, transmission, display, output and reproduction of data through any such media and technologies. Entrant will sign any necessary documentation that may be required by Sponsor to make use of the nonexclusive rights Entrant is granting to use the Submission. Without limiting the generality of the foregoing license, Entrant acknowledges and agrees that Submissions may be stored, hosted, and published on www.FaithCounts.com at any time, where they may be freely accessible to the general public. Entrant also acknowledges and agrees that Sponsor may post Submissions on any or all of Sponsor's social media pages or channels, where they may be freely accessible to the general public.

Additionally, by participating in or entering into the Contest, Entrant agrees to the worldwide publication and/or display of his/her name and likeness in connection with his/her Submission, the decision for which will be made at the discretion of Sponsor, except where prohibited by law. Furthermore, acceptance of any award shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, likeness, biographical materials, image, photo, Submission, and/or award information for advertising, promotional, publicity, and other purposes, worldwide, in any and all media now known or hereafter devised, including posting the Submission online, for editorial purposes concerning this Contest or succeeding contests and for editorial publicity, special events and advertising purposes in connection with promoting Sponsor, its products, its Web site, and/or this Contest or succeeding contests, without limitation and without further payment, notification, permission, or other consideration, except where prohibited by law.

The prize winners and finalists agree to make themselves reasonably available for media interviews, in person or by telephone, to talk about their participation in the Contest.

The Grand Prize winner and the Honorable Mention winner will be announced in October. The Grand Prize winner will make his or her best effort to attend or participate in the announcement and receive the award with remarks. Any of the Grand Prize winner's travel costs to the event (including roundtrip airfare, hotel, and meals for two nights/three days) will be paid by the Sponsor, up to a maximum amount of \$5,000.

The Grand Prize winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor, in its sole discretion, shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever by virtue of the fact that Sponsor chooses to refrain from any exploitation of its rights hereunder. The Grand Prize winner will indemnify Sponsor, Sponsor Indemnitees (as defined in Section 10, above) and any licensee or sublicensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach or violation of these terms.

12. LIMITATIONS OF LIABILITY: Sponsor disclaims all responsibility for: (1) any incorrect/inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human interference in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network, or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the awards or in any Contest-related materials; (5) late, lost, undeliverable, damaged, or stolen mail; or (6) any injury, loss, or damage to persons or property, including, but not limited to, Entrant or Entrant's computer or video equipment, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse of any award given. Sponsor is not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled, or delayed computer transmission or any combination thereof. Sponsor is not responsible for any unauthorized third-party use of any Submission. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest. Under no circumstances will Entrant be permitted to recover, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages, and any other damages other than actual out-of-pocket costs, and any and all rights to have damages multiplied or otherwise increased.

13. DISPUTES: Entrant agrees that: (1) these Official Rules or the rights and obligations of the Entrant and Sponsor in connection with this Contest shall be governed and construed by the laws of the State of Delaware, without regard to its conflict of laws; and (2) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any award given shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts in the State of Delaware.

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