

**PLEASE NOTE: All entries must be accompanied by a signed Terms of Submission (located at the end of this document and highlighted in yellow) and must be postmarked no later than February 1<sup>st</sup>, 2010.**

## **THE CLEAN AIR FORCE / AUSTIN ENERGY 2010 PSA CONTEST**

### **Official Rules and Terms for Submission**

#### **OFFICIAL RULES:**

##### **(1) Eligibility:**

- a. To participate you must be a U.S. citizen or legal U.S. resident and be enrolled at either Akins High School, Anderson High School, Austin High School, Bowie High School, Crockett High School, Liberal Arts and Science Academy, LBJ High School, McCallum High School, Travis High School, McNeil High School, Stony Point High School, Westwood High School, Hays High School, Lehman High School, San Marcos High School or Westlake High School. High school includes grades 9, 10, 11, and 12. Void where prohibited by law.
- b. By participating, citizens agree to be bound by these Official Rules and Terms for Submission.
- c. **The CLEAN AIR Force / Austin Energy 2010 PSA Contest (“Contest”) commences at 12:01 a.m. EST on December 1<sup>st</sup>, 2009 and ends at 11:59 p.m. EST on February 1<sup>st</sup>, 2010. All entries must be postmarked by February 1<sup>st</sup>, 2010.**
- d. The Contest is administered by the CLEAN AIR Force of Central Texas (“CLEAN AIR Force” or “Agency”) and sponsored by Austin Energy (“Austin Energy” or “Sponsor”). Employees, independent contractors, officers, and directors of Sponsor or Agency, their affiliates, subsidiaries, advertising, promotion and fulfillment agencies, legal advisors, and the immediate family members and persons living in the same household of such persons are not eligible to participate in the Contest.

##### **(2) How to Enter:**

Participants should create an original television Public Service Announcement (“PSA”) for the CLEAN AIR Force to consider for use during the 2010 Ozone Season. The PSA must meet the following criteria: (1) 30 Seconds in length; (2) Based on fact and include at least three ground-level ozone reducing activities; (3) Include the CLEAN AIR Force logo and website; (4) Display positive proactive images and activities to reduce ground-level ozone; (5) Incorporate the tag line “It all adds up to cleaner air!” if possible; (6) Illustrate a knowledge of why clean air is important; and (7) Represent Central Texas by utilization of facts and images unique to the area. Submit your entry during the contest period by signing the Terms for Submission document below and sending the signed document, along with the PSA, by mail to CLEAN AIR Force of Central Texas / PSA Contest Submission / 301 Congress Ave Ste. 650 / Austin, Texas 78701. **PSA entries must be submitted as a DVD and must be accompanied by a copy of the actual footage in MiniDV format (please leave at least 3-5 seconds of black space before your entry). PSA entries must not exceed 30 seconds in length.**

Neither Agency nor Sponsor are responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries, none of which will be considered. **Important:** All entries must include a fully executed (signed), original copy of the Terms for Submission document.

**(3) Prizes:**

The winning PSA entrant will receive an 8GB iPod Touch and the winning PSA will inspire a commercial that will air on Central Texas TV stations as part of the CLEAN AIR Force of Central Texas ozone season public education campaign (time and placement of all airings shall be at the sole discretion of the CLEAN AIR Force). The 2<sup>nd</sup> place winner will receive a 16GB iPod Nano.

**(4) Judging:**

Once all entries are received, CLEAN AIR Force staff will establish which entries qualify. PSA judging will be based on five equally weighted criteria:

- Effectiveness/Audience Appeal
- Creativity/Originality
- Quality of information and tips/activities given to reduce ground-level ozone
- Positively represents CLEAN AIR Force and its purpose and mission
- Conveys a clear message

A panel of judges (some of who may be Agency or Sponsor employees) will review each of the qualifying PSA entries and choose the contest winner based upon the criteria listed above. The judges' decision is final and will be announced on or after March 28<sup>th</sup>, 2010.

Agency and Sponsor shall have the right to reject any entry that it considers inappropriate, offensive, defamatory, or demeaning to Agency's or Sponsor's reputation or goodwill.

Winners will be notified via e-mail, phone or in person on or after March 28<sup>th</sup>, 2010, and thereafter must complete an affidavit or declaration of eligibility/liability release, and, except where prohibited, a publicity release and such other documents as may be reasonably required by Agency and Sponsor. Failure to return any release or other required documents in a timely fashion may result in forfeiture of the contest and selection of the second place entrant as the winner. Sponsor assumes no responsibility for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winners. Accepting the prize constitutes permission (except where prohibited by law) to use winner's name, hometown (including state), school affiliation and/or likeness for promotional purposes without further compensation.

**(5) Release from Liability:**

By participating, entrants agree that Agency and Sponsor, their shareholders, agents and representatives, affiliates, subsidiaries, advertising, promotion and fulfillment agencies,

and legal advisors are not responsible or liable for, and shall be released and held harmless from: (i) telephone, electronic, hardware or software program, network, Internet, computer malfunctions, failures, or difficulties of any kind; (ii) any condition caused by events beyond the control of Agency or Sponsor that may cause the Contest to be disrupted or terminated; (iii) any printing or typographical errors in any materials associated with the Contest; (iv) any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Contest, or acceptance of the prize, including without limitation, claims based on publicity rights, defamation, or invasion of privacy.

**(5) Legal:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants, Agency and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Texas.

**(6) Winner:**

For the identification of the winning entrants, winners will be notified on or after March 28<sup>th</sup>, 2010. The winners will also be posted on the CLEAN AIR Force web site [www.cleanairforce.org](http://www.cleanairforce.org) on or after April 2<sup>nd</sup>, 2010.

**TERMS FOR SUBMISSION**

By submitting your video, text, audio, or other creative materials ("Materials") to the CLEAN AIR Force / Austin Energy 2010 PSA Contest (the "Contest"), you are accepting all of the terms set forth below and agree to be bound by this Agreement.

**I. Non-Exclusive, Worldwide, Royalty Free License**

A. License. By submitting your Materials for the Contest to the CLEAN AIR Force of Central Texas ("CLEAN AIR Force"), you are granting the CLEAN AIR a non-exclusive, worldwide, royalty free license ("License") to publicly display, publicly perform, distribute, and reproduce the Materials, including without limitation the further development of any concepts, stories, ideas or characters contained therein, via any broadcast, multicast or unicast distribution mechanism, including without limitation, print, radio, broadcast and cable television, and the Internet (whether now existing or hereafter developed).

B. Promotional License. You are also giving the CLEAN AIR Force a non-exclusive, world-wide, royalty free license ("Promotional License") to use excerpts ("Excerpts") of your Materials and biographical information for advertising or promotional purposes, including, without limitation, the right of public display, public performance, reproduction, and distribution through the CLEAN AIR Force as well as in other online and offline materials.

**II. You Must Have The Right To Use All Of The Images And Music In Your Materials. You warrant and represent ("Warranties and Representations") to the CLEAN AIR Force the following:**

A. Unrestricted Right To Grant. You have the legal right and authority to grant the License and Promotional License to the CLEAN AIR Force. **If you are under the age of eighteen (18), you must have your parent or legal guardian submit your Materials on your behalf.**

B. No Infringement. The rights granted to the CLEAN AIR Force under this Agreement, including the public display, public performance, distribution, and reproduction of your Materials through the CLEAN AIR Force, will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal or property right of any person or entity and that your Materials will not constitute a libel or defamation of any third party.

C. Discharge/Payment of Obligations. All of the following have been discharged or paid or will be discharged or paid by you or persons other than the CLEAN AIR Force:

1. Copyright. All claims and rights of the copyright holders, if any, in literary, dramatic, musical or other material, including stories, plays, scripts, scenarios, themes, incidents, plots, characteristics, dialogue, music, words appearing, used or recorded in your Materials.

2. Contracts. All obligations, of any kind, including, without limitation, those with artists and personnel, including, without limitation, name and likeness releases as well as any others required for the distribution, exhibition, performance or exploitation of your Materials.

3. Guild/Union/Performing Rights Society-Participation Payments. Any payments required to be made to any performing rights society or to any body or group representing authors, composers, musicians, artists, and other participants in the production of your Materials, publishers or other persons having legal or contractual rights of any kind to participate in the receipts of your Materials or to payments of any kind as a result of the distribution or exhibition of your Materials and any taxes thereon or on the payment thereof.

D. No Pornographic or Illegal Material. The content of your Materials must not be obscene, pornographic, invade privacy rights, exploit the images of individuals under the age of eighteen (18), or in any other way violate applicable laws and regulations.

E. Terms of Use Agreement. You have read and agree to abide by the terms herein.

F. Indemnity. You agree to indemnify and hold harmless the CLEAN AIR Force, the City of Austin and Austin Energy, their respective officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by you of this Agreement, including a breach of any Warranties or Representations made by you in this Agreement.

**III. The Display of your Materials through the CLEAN AIR Force or elsewhere is subject to the discretion of the CLEAN AIR Force. The CLEAN AIR Force is under no obligation to display, perform, reproduce, or distribute your Materials. The CLEAN AIR Force reserves the right to modify, add to, edit or delete some or all of the Materials at anytime without notice.**

**IV. Disclaimer & Limitation Of Liability.**

THE CLEAN AIR FORCE SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR CONNECTED WITH THE SUBJECT MATTER OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE CLEAN AIR FORCE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WHICH WOULD EXTEND BEYOND THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT.

You acknowledge that you have not relied on any statement, representation or promise of the CLEAN AIR Force except as expressly stated in this Agreement.

**V. Miscellaneous**

A. Physical Media. Materials submitted to the CLEAN AIR Force on physical media, such as videotape or diskette, will not be returned and will become the property of the CLEAN AIR Force and may be discarded without notice.

B. Choice of Law and Forum. This Agreement, its interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of Texas applicable to contracts entered into and wholly to be performed within said state. You hereby consent to the personal jurisdiction of the State of Texas, acknowledge that venue is proper in any state or Federal court in the State of Texas, agree that any action related to this Agreement must be brought in a State or Federal court in the State of Texas, and waive any objection you may have in the future with respect to any of the foregoing.

Notwithstanding the foregoing, the CLEAN AIR Force reserves the right to commence an action in your home state in regards to this Agreement.

C. Severability. If any provision of this Agreement, or application thereof, shall be held invalid by a court of competent jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

D. Use of "You" or "Your". The words "you" or "your" shall also mean heirs, executors, administrators, successors, legal representatives and permitted assigns.

E. Printed Agreement. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

F. Waiver. Any waiver of any provision of this Agreement must be in writing and signed by an authorized representative of the CLEAN AIR Force.

G. Reservation of Rights. All right, title and interest not expressly granted by the CLEAN AIR Force are hereby expressly reserved by the CLEAN AIR Force.

Agreed to and Accepted:

Print Entrant's Full Name: \_\_\_\_\_

High School: \_\_\_\_\_

Grade and Year of Graduation: \_\_\_\_\_

Name of Media Teacher: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**I declare I am over the age of 18.**

Signature of Entrant: \_\_\_\_\_

Date: \_\_\_\_\_

**I declare I am NOT over the age of 18.**

Signature of Entrant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of parent or guardian if Entrant is under 18: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Date: \_\_\_\_\_