

# **“It's Time for Business with Office 2010” Video Contest.**

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## **OFFICIAL CONTEST RULES**

### **1. Eligibility.**

NO PURCHASE NECESSARY. Any business located in Washington state can enter so long as the business has a Washington state business license, seven (7) or less full time employees and meets all other qualifications for the "It's Time for Business with Office 2010 Video Contest" Contest (the "Contest") and follows the Official Contest Rules (the "Official Rules"). This contest is one of skill which involves making a video that judges will evaluate. If two or more persons enter, or a company enters, the group of persons or company must designate one individual as its or their contact. Entities must principally reside in Washington State, in the United States and each individual in a group of two or more persons must also reside in Washington, U.S. Only legal residents of Washington State in the U.S. who are at least 18 years of age who reside in and are physically located in Washington State, in the U.S. are eligible to enter the Contest.

The following persons, groups of persons or companies may not participate in the Contest: employees of the Greater Seattle Chamber of Commerce ("GSCC"), Microsoft and judges (see, Section 4 below), and their families and friends. The Contest is otherwise open to anyone who meets the qualifications for the Contest and follows the Official Contest Rules.

If you are entering on behalf of a group of persons or an entity, you understand and acknowledge that use of the words "you" or "your" in these Official Rules refers to the group of persons or entity on whose behalf you have entered (unless the context indicates otherwise).

### **2. Entries.**

(a) To enter the Contest, you must first go to <http://itstimeforbusiness.com/contest/> and download a free trial version of Office 2010. Use the trial version in your business and submit a film or video about your positive experiences with the trial version. "Positive experiences" should include things such as your favorite feature of Office 2010, how Office 2010 increased the productivity of your company or how Microsoft office products helped launch your venture. Your submission must be at least 30 seconds and no more than two (2) minutes in length. Your film or video must be no more than two minutes in length, or it will be disqualified. Submissions can be in any style or genre of film or video, including, but not limited to, animation, drama, still art, imagery, comedy or documentary.

The Contest begins on February 1, 2010, and the entry deadline is 11:59pm PST on April 22, 2010. No editing tools, supplies or other assistance will be provided to you. Once you have completed your film or video, you must log onto <http://itstimeforbusiness.com/contest/> and follow the directions to enter your film or video online.

You may enter as many films or videos as you like. Each entrant must designate one contact person who must have at least one (1) valid email account in order to qualify. By entering, you agree to be bound by the decisions of the judges, to be bound by these Official Rules, and to comply with all federal, state, and local laws and regulations. The Greater Seattle Chamber of Commerce, Microsoft and those working for them or on behalf of them, will not be responsible for lost, late, misdirected, damaged, or postage due mail or e-mail, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, or delays. Entries which are incomplete, illegible, inaccurate, forged, irregular in any way, or

otherwise not in compliance with these Official Rules will be disqualified. In the event of a dispute concerning who submitted an entry, the entry will be deemed to have been submitted by the authorized holder of the e-mail account from which the entry is made. The "authorized account holder" is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address.

(b) Each submission must be original and created entirely by entrant. Submissions may include materials which are in the public domain or for which you have obtained the prior written permission or clearance of the owner. Submissions must not incorporate or include anything that violates any law or the copyright, trademark, publicity right, privacy right or any other right of any third party. If you become a Finalist or Prize Winner (defined below in Section 4), GSCC will require sufficient written documentation to establish that you have properly obtained lawful permission to incorporate names, voices, signatures, photographs, likenesses, identities, persons or materials (including music) used in your submission or that the same are in the public domain. GSCC may, at its sole and exclusive discretion, disqualify any submission it believes incorporates names, voices, signatures, photographs, likenesses, identities, persons or materials without permission or are not otherwise in the public domain.

(c) NO PURCHASE NECESSARY. ANY ENTRY THAT DOES NOT SATISFY ALL REQUIREMENTS OF THESE OFFICIAL RULES WILL BE DISQUALIFIED.

### **3. Use Of Your Submission and Personal Information.**

(a) Entries and other submitted material become the property of GSCC and will not be acknowledged or returned. By submitting an entry:

(i) You represent and warrant that, if you are the designated person for a group of persons or company that has entered this Contest, you are authorized to make representations and warranties on behalf of the group or the company, and the company or you and the group of persons, as the case may be, will be jointly and severally liable for any breach of these representations and warranties or other failure to comply with the Official Rules of this Contest.

(ii) You represent and warrant that your entry and all elements contained therein ("Content") is original and, to the extent the Content incorporates or includes anything that is owned or controlled by any third party, you have obtained in writing all rights necessary to comply with the Official Rules of this Contest; and, that Content does not violate any copyright, trademark, publicity right, or any other right of any third party.

(iii) You agree that Content shall be, to the maximum extent eligible, a "work made for hire," under the U.S. Copyright Act, as amended, with all rights therein, including without limitation the exclusive copyright, being the property of GSCC and Microsoft. Otherwise, if your entry or any element thereof is considered not to be a "work made for hire," you hereby unconditionally and irrevocably transfer to GSCC and Microsoft all right, title, and interest in the Content (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, wherever produced or located, including without limitation the right to use, copy, distribute, perform, display and to create derivative works of the Content for advertising, trade, other commercial purposes or any other purpose; provided, however, to the extent Content contains third party materials, you have obtained written permission granting GSCC and Microsoft a perpetual, royalty-free, fully paid, freely transferable (with full rights to sublicense through multiple tiers) universal, unconditional and irrevocable right and license to copy, distribute, perform, display and to create derivative works from such third party materials for any and all purposes relating to the promotion, marketing, advertising, distribution and/or sales of GSCC, Microsoft or other third party products and services..

(iv) You represent and warrant that you meet the requirements and qualifications for this Contest, and that you have read these Official Rules and are fully familiar with them.

(b) You agree (and if you are the designated contact person for a group of persons or a company, agree as an authorized agent on behalf of that group of persons or company) to indemnify, and hold GSCC and Microsoft, its officers, directors, employees, contractors, agents and representatives (“Indemnitees”) harmless from and against any third party claim (including reasonable attorneys’ fees and costs) arising from any use of the Content. You waive (i) any right to publicity, privacy or moral rights relating to the Content or your participation in this Contest, and (ii) any right to inspect or approve uses of the Content or to be compensated for any such uses. To the extent these rights may not be waived legally, you agree not to assert them.

(c) By submitting an entry, you grant to GSCC and its affiliated companies, and Microsoft and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), e-mail address, voice, biographical information, submission/entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Contest, GSCC and its mission and services and any Microsoft products and services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, rights of integrity or attribution, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to GSCC and its affiliated companies and agents, and Microsoft and its affiliated companies and agents with respect to all entrants in the Contest, including the entrant who is selected as the grand prize winner and those entrants who are not selected. Neither GSCC nor Microsoft is under any obligation to use the winning entries or any other entry for any purpose.

#### **4. Selection of Winner and Prizes.**

(a) All entries submitted as described in Section 2 will be prescreened to ensure that they qualify and otherwise comply with the Official Rules. GSCC employees (excluding the CEO) will evaluate each entry that passes the prescreening and score it based on five criteria: originality, creativity, concept, information and overall presentation. The top three entries will become “Finalists” and will compete for the \$10,000 grand prize as described below. GSCC employees will separately select from the entire entry pool a “Best Foreign Language Video” and a “Best Video by a Woman-Owned Business.” GSCC employees may decide not to pick a “Best Foreign Language Video” or a “Best Video by a Woman-Owned Business” if none of the entries fit into either or both of these categories, or they decide entries that fit into these categories are not good enough to win a prize. The initial decision by GSCC employees regarding which entrants become Finalists and which entrants receive a prize shall be final and binding in all regards.

Each Finalist’s submission will then be posted to <http://itstimeforbusiness.com/contest/> . The public will be allowed to view each Finalist’s submission, post comments and vote for a favorite entry, all in accordance with [www.youtube.com](http://www.youtube.com)’s user rules, terms and conditions. A panel of three judges will select from the Finalists a grand prize winner for “Best Video”. The three judges will be the CEO of GSCC, one person from Microsoft and one person from a video production or post-production facility. The winner will receive a prize of US\$10,000. The judges will separately select a “Best Foreign Language Video” and “Best Video by a Woman-Owned Business.” Each of winners will receive a prize of US\$1,000. The judges will make their selections and Prize Winners (see below) will be announced on or about May 12, 2010 at the Chamber Annual Tradeshow. Judges will base their decision on the same five criteria of originality, creativity, concept, information and overall presentation, and may, at their sole discretion, review and rely on comments and opinions posted to [www.youtube.com](http://www.youtube.com) website. The decision of the community judges regarding the winners shall be final and binding in all regards.

The prize winners (“Prize Winners”) will be notified by telephone and/or email of their selection. Each Prize Winner will be required to sign and return within five (5) calendar days of notification of selection as a Prize Winner (i) an “Affidavit of Eligibility”, (ii) “Publicity/Liability Release”, (iii) a copy of his/her passport, drivers license or birth certificate as proof of age and residency, and (iv) any other documents (such as a Washington state business license, proof that the business is woman-owned or rights clearances) required by GSCC. If a Prize Winner cannot be contacted within five (5) calendar days of the first notification attempt, or a prize winning notification is returned as undeliverable, or a prize winner rejects a prize awarded, or GSCC determines, in its sole discretion, that a Prize Winner has not complied with any of the Official Rules, then the entrant’s status as a Prize Winner and the prize awarded will be forfeited, and an alternative Prize Winner will be selected from the group of Finalists. If a prize awarded is forfeited, no other compensation will be given to that Prize Winner. The Affidavit of Eligibility must be completed and must include the entity or company’s EIN number or the person’s social security or resident alien identification number. The information in any Affidavit of Eligibility must be correct and must be identical to the information provided in the original entry or the person, group of persons or company will be disqualified.

(b) ONLY ONE PRIZE PER ENTRANT. If an entrant makes more than one film or video, that entrant is eligible to win only one of the following prizes:

Best Video/Grand Prize Winner	US\$10,000
Best Foreign Language	US\$1,000
Best Video by a Woman-Owned Business	US\$1,000

At the sole discretion of GSCC, the winner’s film or video (or any other film or video submitted in the Contest) may be used as part of any informational, public relations or media campaign by GSCC or Microsoft, whether broadcast on television, online or otherwise. No compensation will be provided to the winner or any other entrant in the event an entry is selected for broadcast.

NOTE: BY WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR FILM OR VIDEO WILL BE USED BY GSCC, MICROSOFT OR OTHERWISE.

Other conditions and restrictions apply. Prizes are non-transferable. No substitutions or redemptions allowed. Combined, total value of prizes: Twelve Thousand and No/100 Dollars (US\$12,000.00).

(c) By accepting the prizes, each Prize Winner releases and discharges GSCC, Microsoft, its and their affiliated companies and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all their respective employees, officers, directors, representatives and agents from any liability or damage due, in whole or in part, to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest.

(d) If, for reasons beyond GSCC’s control (including, but not limited to, tampering or computer virus infection), the Contest cannot be conducted as originally planned, GSCC, at its sole discretion, reserves the right to cancel or modify the Contest, without notice or liability.

(e) Any person attempting to defraud or in any way tamper with this Contest (whether electronically or otherwise) and any person who does not comply with these Official Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

**5. Issues of Law.**

(a) Taxes. ALL FEDERAL, STATE, AND LOCAL TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE RESPONSIBILITY OF THE PRIZE WINNERS AND FINALISTS.

(b) Governing Law. All federal, state and local laws and regulations are applicable. The Contest is and shall be governed, construed, and interpreted under the laws of the state of Washington, United States. Entrants who violate these Official Rules, tamper with the operation of the Contest, or engage in any conduct that is detrimental to GSCC, Microsoft, the Contest, or any other entrant (as determined in GSCC's sole discretion) are subject to disqualification. By entering, entrants 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 GSCC or Microsoft in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Seattle, Washington and hereby waive any objection to such jurisdiction and venue. Any claim or cause of action arising out of or related to this Contest or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

(c) Severability. If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

(d) Important Disclaimers and Limitations.

The information and services included in or available through GSCC or the <http://itstimeforbusiness.com> website may include inaccuracies or typographical errors. Changes are periodically made to the site and to the information therein. GSCC or its agents, representatives or contractors may change the site at any time.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GSCC, ITS AGENTS, REPRESENTATIVES AND CONTRACTORS HEREBY DISCLAIM ANY WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR ANY IMPLIED INDEMNITIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT GSCC HAS NOT MADE, AND YOU ARE NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU REGARDING THE VALUE OF THIS CONTEST OR THE ODDS OF YOU BECOMING A FINALIST OR A WINNER, OR ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, PRODUCTS, SERVICES AND RELATED GRAPHICS USED IN CONNECTION WITH THE CONTEST, THESE OFFICIAL RULES OR THE [HTTP://ITSTIMEFORBUSINESS.COM/CONTEST/WEBSITE](http://ITSTIMEFORBUSINESS.COM/CONTEST/WEBSITE). ALL DATA, INFORMATION, PRODUCTS, SERVICES AND GRAPHICS RELATED TO THE CONTEST, THESE OFFICIAL RULES AND THE [HTTP://ITSTIMEFORBUSINESS.COM/CONTEST/](http://ITSTIMEFORBUSINESS.COM/CONTEST/) WEBSITE ARE PROVIDED "AS-IS, WHERE-IS" WITHOUT TECHNICAL SUPPORT OF ANY KIND.

IN NO EVENT SHALL GSCC OR MICROSOFT, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY

FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST PRIZES) RELATED TO THE CONTEST. THESE OFFICIAL RULES, THE PERFORMANCE OR BREACH OF THESE OFFICIAL RULES BY GSCC THE USE OR EXPLOITATION OF ANY CONTENT, OR OTHERWISE, EVEN IF GSCC OR MICROSOFT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

## **6. Your Release of Liability.**

Entrants agree that GSCC, Microsoft, and its and their directors, officers, employees, agents, contractors and representatives (the "Released Parties") shall not be liable for, and you hereby discharge and release them from all losses or injuries of any kind resulting from: (i) acceptance/possession and/or use/misuse of prize(s), (ii) participation in the Contest, (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer dating mechanism, computer equipment, hardware and/or software, (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules, or (v) any use or exploitation of any Content. Entrants also agree that the Released Parties are not responsible or liable for any injury or damage to an entrant or third person's computer related to or resulting from the Contest and/or its prizes. The Released Parties are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. GSCC reserves the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

## **7. How to Get More Information.**

(a) To obtain the identity of the Finalists or the Winner, send a self-addressed, stamped envelope to: "GSCC It's Time for Business with Office 2010 Video Contest" Winners List, Greater Seattle Chamber of Commerce, c/o Winner List 1301 Fifth Avenue, Suite 2500 Seattle, WA. 98101 by June 1, 2010. The Finalists and Prize Winners will also be posted on the website at <http://itstimeforbusiness.com/contest/>.

The sponsor of this Contest is the Greater Seattle Chamber of Commerce, "It's Time for Business with Office 2010 Video Contest" Department; 1301 Fifth Avenue, Suite 2500, Seattle, WA. 98101. Questions regarding the Contest can be directed by mail to "Greater Seattle Chamber of Commerce, c/o Contest Questions It's Time for Business with Office 2010 Video Contest", 1301 Fifth Avenue, Suite 2500, Seattle, WA. 98101 or by emailing [videocontest@seattlechamber.com](mailto:videocontest@seattlechamber.com).

(b) Copies of these Official Rules may be obtained by sending a self-addressed, stamped envelope to Greater Seattle Chamber of Commerce "It's Time for Business with Office 2010 Video" Official Rules, 1301 Fifth Avenue, Suite 2500, Seattle, WA. 98101 or by emailing [videocontest@seattlechamber.com](mailto:videocontest@seattlechamber.com). Requests for Official Rules must be received by June 1, 2010. All times and dates in these Official Rules are Pacific Standard Time.

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