

# 2013 Video Contest Official Rules – Higher Ed

## 1. ENTRY GUIDELINES

### a. General

- i. Participation is open to students currently enrolled in a world language course while enrolled in a public or private higher education institution. Students do not need to be language majors.
- ii. One video is permissible per student, although students may enter as a group.
- iii. Prize money will be awarded to the person named in the entry form submission.
- iv. Complete submissions must be received between September 23, 2013 and October 25, 2013.

### b. Video Production

- i. Videos must not exceed 1 minute in length.
- ii. Videos must be in a format acceptable for YouTube.
- iii. The video must be appropriate for all ages.
- iv. No commercial content is permitted (music, video, animation). (Evidence of rights will be verified before a video is declared a winner.)
- v. Videos must be developed by students for a broad student audience. No professional (paid) assistance may be used in production of the video. Any entry doing so may be disqualified.

### c. Content

- i. Must address the Contest theme as described in the 2013 Contest Details page.
- ii. Must be in good taste and appropriate for all audiences.
- iii. Must not include the names of participating students (Winning videos will be labeled by Submitting student name, School, Town, and State)
- iv. Must be original content authored, composed and performed by students identified in the entry form as participants, except for third party content for which the rightful owner has granted permission, in writing, (x) to incorporate the third party content (including, for example, background music and art work) into your video entry, (y) to reproduce and distribute such incorporated third party content through YouTube and Vista's website, (z) to grant to Vista the license rights described in Section 7, below.

## 2. JUDGING CRITERIA

### a. Content

- i. Did the video address the theme of the Contest?
- ii. Was the information clear and well expressed?
- iii. Would this video resonate with instructors and students?

## b. Creativity

- i. Was there unexpected or innovative use of video that enhanced the power of your message? (creativity of execution)
- ii. Did the message provide a new perspective? (creativity of idea)
- iii. Did the total video presentation display a combined innovative use of design, materials, and ideas? (creativity of total product)

## c. Overall effectiveness of delivery

- i. Was there one key message, clearly stated?
- ii. How engaging was the message?
- iii. Is the viewer compelled to keep watching?

## d. Technical quality for videos

### i. Lighting, Sound, Editing\*

\*poor sound quality can adversely affect all other judging criteria

## 3. SUBMITTING YOUR ENTRY

a. To submit a video you must sign up for YouTube, which means you must create a free Google Account that you can use to access YouTube and accept the Google Terms of Service (<https://www.google.com/accounts/TOS?loc=US&hl=en>), Google Privacy Policy (<http://www.google.com/intl/en/privacy/>), and YouTube Privacy Policy (<http://www.youtube.com/t/terms>). No premium or paid subscription is required.

b. Each entry must be uploaded to YouTube and made accessible to the public. A valid and active Google account is required.

c. Your video entry must contain "Vista Higher Learning 2013 Video Contest" in the title of the video posted on YouTube. The format for the title should be: Vista Higher Learning 2013 Video Contest | Your Unique Video Title.

d. For your video entry to be considered in the Contest, you must submit the entry form and provide Vista all required information.

Further information concerning participants could be requested as described below.

e. If your video entry is deleted from YouTube prior to December 31, 2013 or the end of the judging period, the video will not be considered for a prize.

## 4. ADDITIONAL REQUIREMENTS FOR FINALISTS

a. Vista will designate as “Finalists” up to ten video entries submitted for the Contest. The persons identified as submitters of each entry selected as a Finalist will be contacted by Vista and asked to send to Vista, via e-mail, copies of all required Participant Video Release forms, as well as certain other documentation reasonably requested by Vista. A Participant Video Release form must be completed by each person appearing in or involved with the production of the entry. Failure to deliver to Vista the required documents within three (3) days of notification may result in disqualification of your entry. The Participant Video Release form is available on the Vista website: <http://vistahigherlearning.com/media/pdf/2013videocontest-participant-video-release-form.pdf>

b. Winning entrants will be required to provide Vista with an acceptable copy of the entry in one of the following formats: .MOV or .MP4.

5. REPRESENTATIONS AND WARRANTIES – By entering the Contest, you represent and warrant that the video entry complies with the Contest Rules and Entry Guidelines and that:

a. You own or have the necessary licenses, rights, consents, and permissions to reproduce, distribute and publicly perform works of authorship or other content, including music, and images or likeness of any person, contained in your video entry, and you have the right under all patent, trademark, trade secret, copyright or other proprietary rights to grant to Vista the licenses described in Section 7, below;

b. Your video entry complies with the YouTube Terms of Service (<http://www.youtube.com/t/terms>);

c. At the time of entry or any time thereafter, your video entry does not contravene any contractual, legal or other obligation;

d. At the time of entry or any time thereafter, your video entry does not infringe the intellectual property rights of any third party;

e. Your video entry does not contain any pornographic, obscene, or defamatory materials;

f. Use of the video by Vista, as contemplated by the Rules, will not infringe any copyrights, rights of publicity or any other rights of any person, living or dead. The video and materials used are not subject to any prior agreements that would limit the scope of the permission granted to Vista under the Rules; and

g. You have complied with all relevant laws, rules and regulations in the production of your video entry.

6. PRIZES

a. Six (6) \$500 prizes will be awarded to the top six (6) video entries selected by Vista. If a group of students enter one video, the \$500 prize will be awarded to the person identified on the entry form submission.

b. If six (6) video entries are not submitted that meet the Judging Criteria, Vista retains the right to award zero (0) to five (5) prizes.

## 7. LICENSES, WAIVERS AND RELEASES

a. In consideration for your participation in the Contest, you, on behalf of yourself and the participants listed in the entry form, hereby grant to Vista a worldwide, non-exclusive, royalty-free, perpetual (for the duration of the applicable copyright), sub-licensable and transferable license to exercise the rights in your video entry as stated below:

i. to reproduce the video;

ii. to create and reproduce derivative works of the video; and

iii. to distribute copies of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the video and any derivative works of the video.

b. For the avoidance of doubt, where the video entry incorporates a musical composition, you and each participant named in your entry form waive any exclusive right to collect royalties for the public performance or public digital performance (e.g., webcast) of the video or any derivative works of the video.

c. For the avoidance of doubt, where the video entry is deemed a sound recording, you and the participants named in your entry form waive any exclusive right to collect, whether individually or via a performance-rights society, royalties for the public digital performance (e.g., webcast) of the video, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

d. The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by you are hereby reserved.

e. You understand that use of the video by Vista may include, but will not be limited to, the following:

i. Initially, you will post the video entry on the YouTube website, which is made publicly available and subject to the applicable rules and licenses; and

ii. The video entry may be reproduced, distributed and modified for use by Vista (and its licensees, successors, assigns and affiliates) for promoting the products and services of Vista (and its licensees, successors, assigns and affiliates), including, without limitation, online and offline distribution, display and performance of the video entry or any derivative thereof at

educational conferences for world languages. Such conferences target language teachers at the secondary and higher education institutions.

f. You acknowledge that no compensation will be paid for any uses made of the video entry.

g. If the video entry is selected by Vista as a Contest winner, you understand that the prize will be made payable only to the person submitting the video entry form.

h. You agree to defend and indemnify Vista in any claim threatened or asserted against Vista by any person regarding the distribution of any prize paid to the person who submitted the video entry form.

i. You hereby waive all rights and release Vista (including its officials, employees, representatives, agents, licensees, successors, and assigns) from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of the video entry.

j. By accepting a prize, you and each participant named in your entry form grants to Vista the right use his/her name, likeness, hometown and biographical information in advertising and promotion relating to this Contest without further compensation or permission, except where prohibited by law. By accepting a prize, you and each participant named in your entry form releases Vista, including its parents, subsidiaries, employees and officers, affiliates and the agents of any of them, from any and all liability for any loss, harm, damage, cost or expense arising out of the participation in this Contest, or the acceptance, use or misuse of the prize.

#### ADDITIONAL RULES

8. **NO PURCHASE NECESSARY.** The Contest is not open to employees of Vista or members of their immediate family. Void where prohibited by law or school regulations.

9. No responsibility is assumed for late, lost, damaged or misdirected entries, or for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the sender or by any of the equipment or programming associated with or used in this Contest that may limit the ability to join or participate, or by any human error that may occur in the processing of the entries in this Contest.

10. If for any reason the Contest cannot be conducted as described in these rules, Vista shall have the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest.

11. The decisions of Vista with respect to the selection of the winner, and in regard to all matters relating to this Contest, shall be final and binding. The winners will be notified by email.

12. All taxes and any other expenses upon the receipt and use of the prize are the sole responsibility of the winner.

13. Vista respects the copyrights and other intellectual property rights of third parties and does not endorse, promote, or contribute to the infringement of such third party rights. If properly notified that any video submitted as an entry in the Contest infringes on another's intellectual property rights, such video will be removed from consideration. Further, if your video entry violates any provision of the Rules, Vista reserves the right to request that the video entry be removed from the YouTube platform.