



## 2012 FINANCIAL AWARENESS VIDEO COMPETITION RULES AND REGULATIONS

### **Eligibility**

The Financial Awareness Video Contest (“Contest”) is open to university students in New York, New Jersey, and Connecticut who are legal U.S. residents who are enrolled in a post-secondary institution. Contestants can form teams composed of one (1) to three (3) students. Each team may select an advisor who must be employed by the university. An advisor can advise more than one (1) team. Students can only participate as a team member one team. A team can only submit one video. An institution can submit more than one (1) video.

If there is a change in your eligibility status during the Contest you must notify the Sponsor (as said term is defined hereunder) immediately. Any failure to notify the Sponsor of any change in eligibility status will cause the disqualification of the participant and/or the team of the participant from the Contest. The Sponsor expressly reserves the right to disqualify any participants and/or teams for any change in the eligibility status. Disqualified participants and/or teams will not be eligible to win any prizes.

### **Contest Sponsor**

The contest is sponsored by the Federal Reserve Bank of New York, 33 Liberty Street, New York, NY 10045-0001 (the “Sponsor”). Employees, officers, directors, agents, and representatives of the Sponsor are not eligible to serve on a team but can serve as an advisor. The Contest is subject to all applicable federal, state, and local laws.

### **Contest Social Media Partners**

The Newark Mayor’s Office and the New York Bankers Association will use their social media platforms to market the Financial Awareness Video Competition throughout the 2<sup>nd</sup> District of the Federal Reserve Bank of New York. These platforms include twitter, Facebook, and internet web pages.

### **General Conditions**

Please read carefully these Official Rules (the “Official Rules”) before submitting any videos. These Official Rules constitute a binding legal agreement between you and the Sponsor with respect to the Contest. You may not participate in the Contest and will not be eligible to receive the prizes described in these Official Rules unless you agree to be bound by these Official Rules and any other particular guidelines issued by the Sponsor.

The Sponsor reserve the right to, in their sole and entire discretion, declare the contest over without choosing a winner, or to disqualify any participant and/or team that they believe: (i) do not comply with these Official Rules; (ii) infringes or allegedly infringes the proprietary rights of third parties; (iii) provides any false information (including, but not limited to, information related to your identity, mailing address, telephone number, email address, ownership of right or your eligibility status) and/or (iv) violates any applicable laws, regulations, court orders, ordinances and/or rulings.

### **Contest Submission Period**

The Contest Submission Period ends on Monday, December 3, 2012, at 11:59 PM Eastern Standard Time (“EST”).



**ALL ENTRIES MUST BE RECEIVED BEFORE THE CONTEST SUBMISSION PERIOD ENDS.** By participating, entrants agree to be bound by these Official Rules and the decisions of the Judges and/or Sponsor, which are binding and final on matters related to this Contest.

### How to Enter

This is how to enter: (1) Make your own video (“Submission”) according to the Submission Guidelines section contained in these Official Rules (“Submission Guidelines”). Your video can be as creative as you like within the Submission Guidelines. 2) Once you have created your video, complete the entry form in its entirety. 3) Students should submit two copies of the video submission (one video in each format) according to the following guidelines:

- **COPY 1:** DVD Data format. Mac users should submit in .MOV with compression H.264, dimensions can be 720 x 480 or 1920 x 1080. PC users can submit in the following format: .avi with compression HDV, dimensions can be 720 x 480 or 1920 x 1080
- **COPY 2:** Internet Use: MAC users submit in same format as above. PC users submit in format VLC Media file .M4V

All entries received by the end of the Submission Period that are complete and otherwise qualified will be eligible to win. Sponsor reserve the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. Sponsor are not responsible for late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, or unintelligible submissions and those submissions are void and will not be accepted; nor are Sponsor responsible for any problems, bugs, or malfunctions contestants encounter when seeking to enter their submissions.

### Submission Guidelines

Your video must be at least 30 seconds in length. Entries must be submitted in English.

Your submission must be a video that explains a personal finance topic outlined below that will target a local audience that is between 17 and 25 years old. Your submission may include humor, music, comedy, dramatizations, animation, as well as documentary and news formats and other presentation formats. The themes are as follows:

|   |                                  |
|---|----------------------------------|
| <b>Establish and maintain good credit</b> | <b>Improve your credit score</b> |
| <b>Check your credit report</b>           | <b>Repair Bad Credit</b>         |

Contestants may not be, nor may contestant use parties who: 1) are represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor’s ability to show the video in any media form; 2) have an acting or modeling contract that would make their appearance in the Submission a violation of any third party rights; 3) are under a merchandising agreement; or 4) are under any other contractual relationship that may prohibit them from participating fully in this promotion, or from allowing Sponsors to use royalty-free, the Submission worldwide in all media in perpetuity.



No submission may depict any nudity, animal cruelty, harmful or illegal activity or substance abuse. In addition, no submissions may contain foul language.

Contestants must hold all rights to the entire video submission.

Any actors, music, voice-overs, or images contained in any submission must be properly licensed, and evidence of such may be requested by the Sponsors at any time during or after the contest submission.

Contestant agrees to indemnify Sponsor against any and all claims of infringement from any third party for any use by Sponsor of video submission. Any music or images used in the video submission must be an original work of authorship under U.S. Copyright law.

Contestant must secure—and winners will be required to submit—a written release from any actors and/or any other video participant to use their name and likeness under the terms and conditions of these Official Rules.

## Judging

Judging will be completed by a panel of judges selected by the Sponsor. The judges will score the videos in two rounds according to the following criteria:

- **Content Accuracy (20%)**
  - Are data or statistics presented accurately?
  - Are the facts presented accurately?
  - Are key terms defined correctly?
- **Financial Behavior (20%)**
  - Will the video motivate responsible financial behavior?
- **Connect (17 – 25 year old young adults)? (30%)**
  - Will the video connect to the target audience (17 – 25 year old young adults)?
- **Uniqueness (30%)**
  - Is the video unique in conveying the message in its presentation?

## Notification

The winner(s) will be notified during an award ceremony to be held in late January 2013, where all participants who submitted a video will be invited to attend. If a winner is selected but is not present in the Award Forum, the winning team will be notified by email and by certified mail. If you are selected as a winner of the Contest and you do not contact the Sponsor within 10 (ten) days of the notification, you will forfeit your prize.

## Prize

**One first (1) prize:** If eligible under the Official Rules, creators of the winning video will receive a US\$2,500 cash prize provided by the New York Bankers Association. The first place video will air in select local movie theaters for a length of time determined by the Sponsor. The winning team will also be invited to receive career advice during a luncheon in the



historic Liberty Room at the New York Federal Reserve Bank. The winning team will also receive a tour of the Federal Reserve's Museum and Gold Vault.

If the prize described above becomes unavailable, the Sponsor reserves the right to substitute it for an alternate prize of equal or greater value.

**One second (2) prize:** If eligible under the Official Rules, creators of the second place video will receive career advice during a luncheon in the historic Liberty Room at the New York Federal Reserve Bank and a tour of the New York Federal Reserve's Museum and Gold Vault.

**One third (3) prize:** If eligible under the Official Rules, creators of the third place video will receive a tour of the New York Federal Reserve's Museum and Gold Vault.

The prizes to be awarded to the winner(s) of the Contests are nontransferable and, as such, winner(s) may not designate someone else as the winner. If you are unable or unwilling to accept your prizes, the Sponsor expressly reserve the right to select a new winner from the other participants using the judging criteria described herein.

Winner(s) of the Contest (or the parents/legal guardians in the case of Minors) must agree to the publication, reproduction, depiction, and display of their personal information, voice, appearance, likeness and the description of the winning video for any and all purposes, including but not limited to the commercial, advertising and promotional purposes.

Winners are solely responsible for payment of all taxes incurred as a result of the award of a prize.

### **Use of Personal Information**

By submitting an entry to the Contest, you agree that your personal information (including, but not limited to, name, mailing address, phone number, and email address) will be collected, processed, stored and used by the Sponsor for conducting and administering the Contest (i.e. notifying winners, contacting participants, verifying participant information for eligibility purposes, etc).

### **Intellectual Property**

By submitting and entry to the Contest, you accept and agree that the Sponsor shall be deemed the sole and exclusive owners of all worldwide rights, title, and interests in and to the video, including without limitation, all copyrights, patents, trademarks, trade names, trade secrets and any other proprietary rights over the video submitted by you. In this regard, for no additional consideration, you hereby agree to and hereby do assign to the Sponsor all worldwide rights, title, and interests in and to the video, including without limitation, all copyrights, patents, trademarks, trade names, trade secrets and any other proprietary rights in and to the video submitted by you. The Sponsor may edit and use videos submitted in their sole discretion.

By submitting an entry to the Contest, both during the term of Contest and thereafter, you agree to cooperate with the Sponsor in securing the protection and enforcement of any rights over the video submitted by you. This includes, but is not limited to, acknowledging and delivering to the Sponsor all documents or papers which may be necessary to enable the Sponsor to publish, protect, register and/or obtain statutory protection throughout the world for the video submitted by you.



## **Warranties**

By submitting an entry to the contest, you warrant and represent that you have or will have full and sufficient right and authorization to grant the indemnities, consents, authorizations, licenses, assignments, releases and waivers contemplated under these official rules; that you have made no agreements, rants, assignments, or commitments which will conflict with or impair the complete enjoyment of the rights and privileges ranted to the sponsor; that any or all videos and/or materials submitted by you are or will be wholly original, and they do not and shall not infringe upon or violate any copyright, or any other right, and that there is, to the best of your knowledge, no claim or action pending, outstanding or threatened which might in any way prejudice the rights granted or to be granted to the sponsor.

## **Limitation of Liability**

By submitting an entry to the contest you expressly release the sponsor, its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (directly or indirectly) arising out of or in connection with the contest or acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses, and damages related to personal death, damage to or destruction of property, rights or publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, warranty, tort (including negligence, whether active, passive, or imputed), strict liability, product liability, contribution, or any other theory, for expenditures, investments or other obligations or commitments incurred or made by you in connection with the contest, or on account of any other thing or cause whatsoever.

## **Indemnity**

You agree to indemnify and hold harmless the Sponsor, its subsidiaries, affiliates, officers, employees, agents, successors and assigns, for and against any damage, civil or criminal liability, fine, charge, expense or loss imposed on or suffered by the Sponsor, directly or indirectly, as a result of: (1) any breach of these Official Rules directly or indirectly attributable to you; (2) negligent or intentional acts or omissions by you, your teammates, and/or any other person acting on your behalf; (3) the infringement or alleged infringement of any patents, copyrights, trademark, trade name, trade secrets or other intellectual property rights, or the infringement or alleged infringement of any privacy rights, right of publicity or similar rights of any person or entity; (4) any misrepresentation made by you in connection with the Contest (including, but not limited, to misrepresentations regarding your compliance with the eligibility requirements); and/or (5) for failure to comply with any law, rule or regulation applicable to, or that has to be complied with by you, your teammates and/or any other person acting on your behalf.

In the event that attorney's fees or other costs are incurred to secure performance of any of the obligations herein provided for, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the Sponsor shall be entitled to recover reasonable attorney's fees and costs incurred therein from you (the contestant).

## **Miscellaneous**

Nothing in these Official Rules (including, but not limited to, the submission of an entry into the Contest) will be interpreted as the creation of an employer/employee, joint venture or principal/agent relationship between the Sponsor and the participants of the Contest.



Any provision of the Contests and the these Official Rules that is declared invalid or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof. The headings or titles of the sections of these Official Rules are used for purposes of reference and they should not affect the construction, interpretation, validity and/or enforceability of these Official Rules.

**For more information please contact:**

**Javier Silva**

Regional and Community Outreach  
Federal Reserve Bank of New York  
New York, NY 10045  
212-720-2789  
[Javier.silva@ny.frb.org](mailto:Javier.silva@ny.frb.org)

**Tony Davis**

Regional and Community Outreach  
Federal Reserve Bank of New York  
New York, NY 10045  
212-720-6369  
[Tony.davis@ny.frb.org](mailto:Tony.davis@ny.frb.org)