



The Director's Chair The Ask a Librarian 2009 Video Contest Official Rules

ABOUT ASK A LIBRARIAN

Ask a Librarian is a free online service that allows Floridians to chat live with a librarian for immediate assistance.

Ask a Librarian is a nonprofit service used to enhance educational services throughout Florida and funded by a grant from Library Services and Technology Act and part of the Florida Electronic Library.

ELIGIBILITY

Ask a Librarian's 2009 "The Director's Chair" Video Contest (the "Contest") is open to legal residents of Florida. You must be a Florida high school student currently in grades nine through 12 to enter. If you are younger than 18 years of age at the time you enter the Contest, you must have your parent or legal guardian submit a permission form (available online at www.askalibrarian.org/TheDirectorsChair). Verification of your age and residency may be required at the time you submit your entry. Employees, directors, officers or agents of the Tampa Bay Library Consortium, agent for Ask a Librarian (the "Sponsor"), and members of the immediate families (parent, child, sibling and spouse of each) or households of any of the above are prohibited from entering the Contest. No purchase is necessary to enter the Contest. This Contest and eligibility are subject to all applicable federal, state and local laws and may be void where prohibited by law.

CONTEST PERIOD

The Contest begins at midnight (EST) on Friday, Oct. 10, 2008. Entries must be received by 11:59 p.m. (EST) on Saturday, Jan. 17, 2009 (the "Entry Period"). Public voting of entries will begin at midnight (EST) on Monday, Jan. 26, 2009, and end 11:59 p.m. (EST) on Saturday, Feb. 7, 2009 (the "Voting Period"). All Contest times will be measured by the Ask a Librarian administrator's computer system clock.

HOW TO ENTER THE CONTEST

To enter the Contest you must create a 30-second video promoting Ask a Librarian. Then, go to www.youtube.com/group/thedirectorschair during the Entry Period and follow the registration process to upload your video. Registration on YouTube.com must be completed before a video can be submitted. All entries must be original.

Video guidelines:

YouTube accepts video files from most digital cameras, camcorders, and cell phones in the .WMV, .AVI, .MOV, and .MPG file formats. All videos uploaded to YouTube have a 100MB file size limit. Videos must be 25 to 30 seconds in length (the "Entry").

All Entries must comply with the Terms of Use and Code of Conduct of YouTube.com, located at www.YouTube.com. By entering the Contest, you agree to be bound by the Terms of Use and Code of Conduct of YouTube.com. At the time of registration you will be required to acknowledge that you have read and agree to these Official Rules and the policies, terms and conditions for the YouTube website. Entries must not be inappropriate, indecent or obscene as determined in the sole discretion of the Sponsor. Videos that do not satisfy all foregoing criteria will not be considered in the Contest, even if they are submitted and uploaded during the Entry Period.

Pending the Sponsor's approval, your video will be posted online and viewed by the public at www.youtube.com/group/thedirectorschair.

Limit

You may submit as many Entries as you would like, provided each Entry is entirely original and that you are eligible to participate in the Contest at time you submit each Entry. Once an Entry is submitted – including Entries submitted in previous Contest years – you may not edit it or resubmit it with edits.

Copyright

All Entries submitted to the Contest must be original. You must be the sole owner of any copyright of any video submitted. Your submission of each Entry is your guarantee that you are the author, creator or sole copyright holder of the video submitted. By submitting an Entry, you also represent and warrant that the Entries that you submit do not infringe on the copyright of any other persons or entity and that you have not submitted the video to any other contest. If the ownership of any Entry is contested in any manner, the Sponsor may disqualify that Entry.

Rights of Use

You shall retain the copyright to any Entry and all other rights thereto EXCEPT: by entering the Contest, you agree to have your submitted video displayed on the YouTube.com website and www.askalibrarian.org/thedirectorschair without any fee or other form of compensation. In addition, you hereby grant an unlimited license to the Sponsor to copy, display, broadcast, distribute or otherwise use your Entry for any purpose, including, but not limited to, promotion of the Sponsor or Sponsor's products. You also grant the Sponsor unlimited authority to sublicense such rights to any third party, including, but not limited to, affiliated companies, or any trade association such as the American Library Association. You agree that the Sponsor shall have the exclusive right to edit, adapt and publish your Entry and may use it in any media in association with the Contest without attribution or compensation to the Entrant, his or her successors or assignees or any other entity. You agree that the Sponsor will not be liable to you or to any third party for any editing, adaptation, modification and/or publication of any Entry.

Publicity and Advertising Except where prohibited, participation in the Contest constitutes irrevocable consent to the Sponsor and their agents to use, record reproduce, publish, display, perform, translate, and distribute, the names, likeness, voices, quotations, opinions and biographical information of Entrant, including without limitation, any photograph or recording for promotional purposes in any media, worldwide, without further payment or consideration; and the name, likeness, voice and biographical information of any natural person appearing in the Entry, including without limitation any photograph or recording, for any promotional purpose in any media, worldwide, and/or for any other commercial or non-commercial corporate purpose,

including without limitation use on merchandise or for marketing, without attribution or further payment or compensation to the Entrant, his or her successors or assigns or any other entity.

JUDGING THE CONTEST

Selection of the Finalists

Entries will be judged by a qualified panel of independent judges, named by the Sponsor (the "Independent Judges"), based on the following criteria:

- Creativity (10 points)
- Overall appeal (10 points)
- Promotion of Ask a Librarian (10 points)
- Relevance and accuracy of message (10 points)

(the "Criteria"). Based on the Criteria, the Independent Judges will select five finalists. (the "Finalists"). The Independent Judges' decisions will be final.

Selection of the Winner

Nationwide, open voting will begin at midnight (EST) on Monday, Jan. 26, 2009. Votes can be cast at www.askalibrarian.org/thedirectorschair. Eligible voters may cast one vote per person. Voters are invited to cast their vote based on the same Criteria used by the Independent Judges in selecting the Finalists. The Voting Period ends at 11:59 p.m. (EST) on Saturday, Feb. 7, 2009. The Winner is the Finalist who receives the most votes during the Voting Period. The Second-Place Winner is the Finalist who receives the second highest number of votes during the Voting Period. The Third-Place Winner is the Finalist who receives the third highest number of votes during the Voting Period. In the event that there is a tie for the number of votes between more than one Finalist, the Independent Judges will have the deciding vote. Their decision will be final.

Prizes

The Grand Prize Winner will receive a Panasonic SDR-H40 digital video camera (the "Grand Prize"), the Second-Place Winner will receive a Canon PowerShot SD750 digital camera, and the Third-Place Winner will receive an Apple iPod Shuffle (2GB) and a \$30 iTunes gift card (the "Prizes"). Each Prize will be awarded only to the Entrant/Director of the winning video. If more than one person was involved in making the video, it will be up to the Entrant/Director, and not the Sponsor, to split or distribute the Prize.

Only three Prizes will be awarded for the Contest. In the event of a tie, the Independent Judges will have the deciding vote. Prizes won by minors will be awarded to the minor and delivered to a parent or legal guardian. If the prize is forfeited by the Winner and results in no Winner claiming any part of the Grand Prize, the Entry receiving the second highest number of votes will be deemed the Winner and will be awarded the Grand Prize.

Notification of Winner

The winners (or parent or legal guardian of a minor) will be notified of their prize by mail, telephone or email and will be required to sign an affidavit of eligibility and liability publicity release within five days of notification or upon redemption of prize. Entry in the

Contest constitutes permission to use winner's name and likeness for publicity purposes, without further compensation, where permitted.

At the end of the Contest, visit www.askalibrarian.org/thedirectorschair to see a list of finalists and the Winner.

ADDITIONAL TERMS AND RULES

By entering or participating in the Contest, Entrants agree to be bound by these Official Rules.

Entrants represent and warrant, with respect to each Entry, that the submission of the Entry does not infringe on intellectual property, privacy rights, rights of publicity, or any other rights of any third party. There must be one Entrant named on each submission. That Entrant must fill out a Director's Release Form, found at www.askalibrarian.org/thedirectorschair.

Where necessary, Entrants have obtained consent from any and all persons who appear in the Entry, or consent from their parent or guardian, where persons appearing are under 18 (see Talent Release Form found at www.askalibrarian.org/thedirectorschair). Entrants agree to indemnify and hold harmless the Sponsor for any claims by third parties arising out of alleged violations of the foregoing representations and warranties arising out of the submission of any Entry. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process, operation of the Contest, or acting in violation of the Official Rules in an unsportsmanlike or disruptive manner.

Sponsor assumes no responsibility for electronic, hardware, programming or software malfunctions, or failures, internet or network connections, accessibility or availability, technical failures of any kind, unauthorized human intervention, the incorrect or inaccurate capture of any Entry or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by you or other entrants, 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, cable lines, or network connections or hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or receipt or use or misuse of any prize.

Proof of submission is not proof of receipt of an Entry by the Sponsor. Sponsor is not responsible for late, incomplete, incomprehensible, invalid technically incompatible or corrupt, or misdirected Entries, all of which are void. The Sponsor is not responsible for damage to Entries that occurs during the process of uploading or storage and makes no warranties as to the integrity, availability or functionality of YouTube.com at the time of Entry or at any time.

If, for any reason, the Contest is not capable of running, as planned, by reason of infection by virus, worms, tampering, or other unauthorized technical or human intervention, fraud, technical or mechanical failures, or any other causes which, in the

sole evaluation of the Sponsor, may compromise the administration, security, fairness or integrity of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest, and select the Winner of the Contest, from the Entries received prior to the action taken, or in other such manner as deemed fair and appropriate by Sponsor, as allowed by law.

Entrants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsor, all promotions and advertising agencies, and their respective parents, subsidiaries, affiliates, distributors, advertising and promotions agencies and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability, resulting injury or loss, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize related activity, or any travel related to the Contest or any travel for any prize related activity. The Winner also further acknowledges that Sponsor, its affiliates, subsidiaries, employees, officers, directors, and promotions and advertising agencies have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Contest including but not limited to quality, condition or fitness for a particular purpose.

The winners are responsible for all applicable taxes and must sign an affidavit of eligibility and compliance with rules/release before prizes can be received.

Visit www.askalibrarian.org/thedirectorschair for the complete text of the Official Rules, or, unless prohibited by law, send an SASE to: The Director's Chair, c/o Ask a Librarian, 1202 Tech Blvd., Suite 202, Tampa, FL 33619 to have a copy sent to you. No purchase or payment is necessary and the Contest is subject to applicable federal, state and local law. The Contest may be void where prohibited.

PERSONAL INFORMATION and PRIVACY POLICY

Information collected by Tampa Bay Library Consortium in conjunction with The Director's Chair will not be sold, disputed or shared with any other entity and will only be used to contact entrant in direct relation to the contest.

The personal information collected through the Contest is subject to Sponsor's privacy policy (above) and to YouTube's privacy policy set forth at www.youtube.com/t/privacy.

DISPUTES

Except where prohibited, Entrant agrees that: any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, exclusively in the federal or state courts located in State of Florida, and the Entrant consents to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding. Entrants will not be permitted to obtain awards for, and hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Entrants further agree that any and all

claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees.

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

SPONSOR AND ADMINISTRATOR

Tampa Bay Library Consortium

Sponsor for Ask a Librarian

1202 Tech Blvd., Suite 202

Tampa, FL 33619

(813) 622-8252