GOOOH YouTube Video Contest Official Rules

(as of 7/3/11)

The non-partisan group GOOOH is looking for a video to promote our <u>web site</u>, <u>GOOOH.com</u> (G, triple O, H, dot com). GO is a non-partisan plan to replace politicians in the U.S. House of Representatives with citizen legislators. We will pay \$10,000.00 to the first person or group who successfully creates a YouTube video that meets the conditions outlined in these official rules by October 1st, 2011, and agrees to the following terms and conditions. If no video meets all criteria, no prize will be awarded.

In simplest terms, we will award the prize to the creator of the first video promoting GOOOH that gets one million hits by the deadline. Given the litigious society in which we live, the Official Rules are explained in the thirty or so points below. Believe me, we hate all the rules as much as you.

- 1) The video must receive 1,000,000 views, as calculated and reported on YouTube, by 10/1/2011.
- 2) The video must promote the GOOOH mission of firing politicians, ideally in a humorous, non-partisan way. Videos directed at one party or one person specifically are not eligible.
- 3) The submitter(s) (hereafter referred to as you) must notify GOOOH at goooh@goooh.com of the video before it receives 10,000 views. You are required to email the YouTube link, your name(s) and contact information. You must also post the link in the GOOOH Forum.
- 4) You must be a registered member of GOOOH before the video receives 10,000 views. Membership does not require any payment or purchase, nor does it require a commitment to purchase any item at any time. Membership does require completion of an online form that includes an email address and other common membership fields.
- 5) You assume complete responsibility for the video and any liability or damages resulting from the publication or posting of the video.
- 6) There is no "approval" process GOOOH will merely monitor videos and award the prize to the first video that meets all criteria in these official rules. You must notify GOOOH via email when your video reaches one million views.
- 7) GOOOH's Terms and Conditions, and our Privacy Policy, apply.
- 8) YouTube has the right to terminate any user account, including that of any entrant, at any time, and may remove any video posted to the Website, including an entry in this contest, at any time. That includes those that do not follow YouTube's DMCA procedure. You acknowledge and agree that neither GOOOH nor YouTube are liable for termination of any account or for the removal or reposting of any video. If this happens, any "views" your video may have received may not be counted.
- 9) The video must include this file at the start of the video for the first two seconds of the video. This file is a green banner that includes the GOOOH logo, the words Fire Congress, and the URL for our web site (www.GOOOH.com).
- 10) The video must include this file at the end of the video that displays for the last three seconds of the video. This file is a black background that includes the the GOOOH logo, the phrase "G, triple O, H dot com), and the URL for our web site (www.GOOOH.com).
- 11) The "title" displayed on the YouTube web site must include the GOOOH name with all three O's! For example "Fire Congress (GOOOH)" or "The Stupid Things Politicians Do (GOOOH) would be valid titles.
- 12) The term "GOOOH" must be included in the video tags, if tags are entered.
- 13) The video must not portray GOOOH negatively, as determined by GOOOH. It is acceptable to make fun of the GOOOH name (e.g. calling it gooo), and it is certainly acceptable to make

- fun of politicians, but this is intended to become a promotional video for GOOOH, and must therefore refer to GOOOH positively.
- 14) The video must be reasonably rated, as defined by GOOOH. As a guideline, if the theatres would rate it "R", we will probably not consider it reasonable.
- 15) Each submitter, regardless of whether or not their video is the contest winner, agrees to grant GOOOH full rights to use the video and messaging as it chooses, indefinitely. The intent is to use the ideas in the submissions for future promotional activity.
- 16) Any efforts to manipulate the YouTube counter by any person will disqualify that video.
- 17) You must comply with all applicable federal, state and local laws, rules and regulations.
- 18) You must be lawfully able to enter into contractual relations.
- 19) You must be legally permitted to collect the prize and must pay all applicable taxes and fees. We will direct the funds to the person, group or account designated by the winner.
- 20) You must adhere to all <u>YouTube rules and regulations</u>. YouTube is not a sponsor of the Contest and has no responsibility or liability regarding the conduct or administration of this Contest.
- 21) YouTube has the right to cancel / remove our Contest at any time without cause, and if they do, the contest will be cancelled immediately and no prize will be awarded. We are at their mercy.
- 22) Neither YouTube nor GOOOH has any responsibility or liability for the deletion or failure to store any Entries, or for inaccurate counting. While YouTube has set no limits at this time that should affect our contest, they have the right, at their sole discretion, to do so at any time without notice. If they make changes that affect the Contest before a winner is announced, there will be no recourse.
- 23) You will not infringe upon or encourage the infringement of any third party rights or the participation in any unlawful activity, including without limitation gaming or gambling. You must secure the rights to any music and photography, and the prize will NOT be awarded if any copyright has been violated.
- 24) You agree to defend, indemnify and hold harmless GOOOH, YouTube, its parent corporation, affiliates, officers, directors, employees, volunteers and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Services under the Terms; (ii) your violation of any term of the Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim from any third party relating to or arising from the Contest; or (v) any claim that the Contest violates any law, rule or regulation. This defense and indemnification obligation does not end.
- 25) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF YOUTUBE SERVICES TO PARTICIPATE IN THE CONTEST IS AT YOUR SOLE RISK. YOUTUBE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOOOH AND YOUTUBE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOOOH OR YOUTUBE OR ITS AFFILIATES OR THROUGH OR FROM USE OF GOOOH OR YOUTUBE'S SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.
- 26) IN NO EVENT SHALL GOOOH, YOUTUBE, ITS PARENT CORPORATION, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF GOOOH OR YOUTUBE SERVICES, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF GOOOH OR YOUTUBE INFORMATION OF ANY KIND STORED THEREIN, (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM YOUTUBE, (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE INTERNET BY ANY THIRD PARTY, AND/OR (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED. OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH ENTITY OR PERSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- 27) You agree that the GOOOH organization will be the final arbiter of whether or not any video has met the qualifications, and further that GOOOH may reject any entry for any reason at any time. We include this disclaimer in case someone, in the judgment of GOOOH, manipulates the contest.
- 28) You agree that these Official Rules may change at any time, and agree to the new rules as they are published. Changes are not expected, but lawyers sometimes think of things they forgot.
- 29) No video or submitter is eligible for the prize if the submitter does not agree to all terms in these Official Rules.