

Overview and guidelines

1. The content of the video must relate to legal Internet usage and not to the support of or opposition to any candidate for public office or any political party.
2. Videos must be no more than two minutes in length.
3. All videos can be uploaded through youtube.com and must be tagged "AGN2010."
4. Videos must be submitted between 6/22-7/31.
5. Ten videos with the most "like" votes are eligible to enter final round and be viewed by judges who choose top three videos for prizes; Contestants are encouraged to promote their video to increase views.
6. Judges will select winning videos based primarily on the following criteria: (1) creativity, (2) coherence of message, (3) potential impact of message on and, (4) inspiring or humorous message.

America's Got Net: What Does an Open Internet Mean to You? Contest

Official Rules

No Purchase Necessary

1. Description of the contest

The America's Got Net: What Does an Open Internet Mean to You? Contest (the "Contest"), sponsored by the Open Internet Coalition and its members, having its headquarters in Washington, DC, U.S.A., is designed to provide a forum for compelling commentary on open Internet usage. Eligible entrants will have a chance to inspire political action on the issue of the Open Internet by submitting originally designed video, no more than two minutes in length which address what the open Internet means to them (the "Video"). Up to ten (10) finalists will be eligible to have their Video judged by a review panel for selection of a small business, non-profit/charitable organization and a non-small business ("Regular") winner. The winners will receive an award(s) that may include trip(s) to Washington to meet with their respective Congressional delegations, introductions to web celebrities, and opportunities to play a prominent role in upcoming Open Internet Coalition high-profile events and related advertising and promotion activities, as the Open Internet Coalition may decide. In addition, entrants' submissions may be showcased in various media at Sponsors' sole discretion.

2. Eligibility Criteria

The Contest is open to U.S. Citizens who satisfy the following criteria ("Eligibility Criteria"): (a) those who are, as of the date of entry, at least 18 years of age and have attained the age of majority in their state of residence; (b) those who are not employees of Sponsors and their parent companies, affiliates, subsidiaries, participating vendors, promotion or advertising agencies, or any other company involved with the design, production, execution or distribution of the Contest (all of the above, together with Sponsors, collectively referred to as "Promotion Entities"); and (c) those who are not an employee's immediate family member (parent, child, sibling, and spouse), regardless of where they live, or an employee's Household Member. "Household Member" shall mean people who share the same residence at least 3 months a year (whether related or not). All federal, state, and local laws and regulations apply. In addition to meeting the Eligibility Criteria, entrants must also satisfy the Conditions of Participation set out in clause 8 below in order to remain eligible to participate in the Contest.

3. How to Enter

The Contest begins at 9:00:01 A.M. EDT on June 22, 2010 and ends at 00:00:00 A.M. PDT on July 31, 2010 (the "Submission Period"). To participate in the Contest, entrants must design and create an original video (again, under two minutes) that addresses the issue of an open Internet and upload the Video at www.youtube.com (the "Web site"). The content of the video must relate to the issue of the Open Internet and not the support of or opposition to any candidate for public office or any political party. Entries will be disqualified if they directly or indirectly refer to any presidential candidate or political party. Videos should be framed as messages to the leadership of this country including all political parties regarding the need for bold action to tackle the important issue of the Open Internet.

Videos must be in .mov, .wmv, .mp4, .3g2, or .3gp compressed video at 320x240. Mobile phone video may be uploaded in its original, smaller dimensions. Videos may not exceed 500 megabytes in size. In the event of broadcast, all finalists must have a high-resolution, broadcast-quality version readily available and submit all relevant paperwork in regards to clearance of all elements included in the Video submission(s). All entries must either be in English or contain English subtitles. By entering this Contest, all entrants agree to these Official Rules. Entries must be received by Sponsors no later than 00:00:01 A.M. PDT on July 31, 2010. Sponsors are not responsible for late, lost or misdirected mail, for incomplete entries or for entries not properly uploaded. Entries may only be submitted in the name of one individual. Entrants are permitted to submit multiple Videos.

4. Judging

The Web site will not take Video submissions after 00:00:01 A.M. PST on July 31, 2010 following the end of the Submission Period, ten (10) finalist's Videos will be identified. The 10 finalists will be those eligible entrants whose Videos receive the most "like" votes on YouTube in combination with an analysis of entries by the contest organizers. We reserve the right to name fewer than 10 finalists and/or not to name any finalists at all if, in its sole discretion, an insufficient number of qualified Videos are received.

On or about August 1, 2010, the finalists' Videos will enter review by a panel of media and policy experts according to the following criteria ("Contest Judging Criteria"): (1) potential to inspire (25%); (2) coherence of message (25%); (3) potential political impact (25%); and (4) creativity (25%). A winner will be selected from both the small business, non-profit/charitable and non-small business pools as follows: (a) the judges will select the best videos from the pool of 10 finalists, based on the foregoing criteria; and (b) sponsors will name the eligible entrants responsible for designing and creating those Videos as winners, subject to verification of eligibility, continued participation and compliance with these Official Rules. Winners will be notified by phone, email or mail, at Sponsors' discretion. Decisions of the judges are final and binding. Finalists must execute and return all documentation required by Sponsors in order to remain eligible as a finalist.

5. Prizes

The Open Internet Coalition will feature the winner in a series of advertising both inside the Beltway and in the winner's local market. In addition, all 10 finalists' submissions may be showcased on the Web site as well as in various media in Sponsors' sole discretion. Total approximate retail value of all prizes is US\$2500. All fees, expenses and administration not listed above are the sole responsibility of the winners. All taxes on prizes (including, without limitation, income taxes) are the sole responsibility of the winners. Prizes may not be substituted or transferred, except that Sponsors may substitute a prize of equal or greater value in their sole discretion. The prizes referred above are personal and cannot be transferred to third parties.

6. Ownership of Material

All Videos must be entirely the entrant's original work and must not infringe the intellectual property, industrial property or other rights of any third party, without regard to the entrant's country of residence. Entrants agree that a condition of entry into the Contest is the assignment and transfer to Sponsors of all rights, title and interest in and to their Video and design (including, without limitation, all intellectual property and industrial rights now in force or that come into force in the future in any part of the world, whether or not registered or registerable) and all applications and rights to apply for the registration of such rights (including, without limitation, copyright, designs, inventions, patents, trade secrets, trade marks, trade dress and all other rights of a similar or corresponding character or nature) subsisting in the Video, design and all documents, drawings, models and preparatory materials relating to the Video ("Intellectual Property Rights" or "IPR"). In entering a Video in the Contest, entrants agree to assign, and to the extent permitted by law hereby assign, all IPR to Sponsor.

In entering a Video in the Contest, entrants also agree to waive, and to the extent permitted by law, hereby waive, all moral rights conferred upon them or arising in respect of their Video anywhere in the world.

Without prejudice to the foregoing, entrants hereby consent without recourse to any use of the Video by Sponsors which would infringe, anywhere in the world, any of their moral rights in the Video.

Entrants agree to execute any documents that Sponsors deem necessary to effect or record the assignment and transfer of IPR and/or the waiver of moral rights contemplated above, including, without limitation, any documents that may be required under the laws of the entrant's country of residence.

Videos entered in the Contest will not be returned to entrants. Sponsors reserve the right at any time to disqualify any Video that it determines, in its sole discretion, is not original and/or does not meet the requirements of these Official Rules.

7. Publicity

Entrants grant permission to the Open Internet Coalition to use, publish and display their name, likeness and/or entry, as well as any footage, stills, recordings and/or photographs of them recorded or taken during or for the purposes of the Contest (or any reproduction or modification thereof), in any manner and medium throughout the world for advertising and promotional purposes without additional compensation, unless prohibited by law. Entrant agrees to execute and sign additional publicity release documents if necessary.

8. Conditions of Participation

As a condition of entering the Contest, entrants will be required to indicate and affirm their agreement with these Official Rules. Entrants must also abide by the decisions of the judges and Sponsors, which are final and binding on all matters pertaining to the Contest and agree that no correspondence will be entered into. Return of any prize/prize notification may result in disqualification from the Contest and selection of an alternate winner. Any winner who cannot be contacted within ten days of first attempted notification will forfeit their prize. Winners will be required to sign and return an Affidavit of Eligibility/Liability Release and, where legally permissible, a publicity release within ten days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. Alternate winners will be selected according to the Contest Judging Criteria.

To the extent permitted by law, the entrants agree to hold Sponsors, their affiliates, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless from any injury or damage caused or claimed to be caused by the entrant's participation in the Contest and/or use or acceptance of any prize won. Sponsors are not responsible for any typographical or other error in the advertising or administration of the Contest or in the announcement of a prize.

An entrant may be prohibited or disqualified from participating in the Contest, or may be required to forfeit any prize awarded to them in the Contest if, in Sponsors' sole discretion, (a) Sponsors believe that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, engaging in deception, not adhering to the content requirement or otherwise violating these Official Rules, (b) Sponsors believe that the entrant does not satisfy the Eligibility Criteria, (c) the entrant does not satisfy any other criteria or agreement in these Official Rules (including, without limitation, executing and returning any documentation required by Sponsors), or (d) the entrant is convicted of, or pleads guilty or no contest to, any felony or any crime of moral turpitude, fraud or misrepresentation.

9. Privacy

In entering the Contest, entrants will be required to provide Sponsors with, or Sponsors will need to collect, certain personally identifying information ("Personal Information"). Entrants agree and consent to Sponsors using and processing such Personal Information for the promotion and administration of the Contest, to claim or defend its rights in any disputes arising in connection with the Contest, and to comply with any requests received from public authorities ("Permitted Purposes"). Entrants also agree that Sponsors may provide their Personal Information to third parties, including Sponsors' agents and contractors, for the Permitted Purposes. Sponsors will delete all Personal Information within a reasonable time after the conclusion of the Contest. The processing of all Personal Information will take place by electronic and manual means in compliance with all security measures required by applicable laws. Personal Information will be accessible within Sponsors' organization only by those persons who are responsible for using and processing of the Personal Information for the Permitted Purposes.

Entrants acknowledge that their Personal Information may be transferred outside their jurisdiction of residence for the Permitted Purposes.

Entrants acknowledge that the use and processing of their Personal Information is necessary for the administration of the Contest. The failure by entrants to provide all requested Personal Information will result in ineligibility to participate in the Contest.

Entrants may access or request the correction of their Personal Information by sending a written request to the following address:

Open Internet Coalition, c/o Markham Erickson
America's Got Net: What Does an Open Internet Mean to You? Contest
400 North Capitol Street, NW
Suite 585

Washington, DC 20001

10. Recourse to Judicial or other Procedures

These Official Rules shall be construed in accordance with, and any dispute arising out of or in connection with these Official Rules, their subject matter or the Contest, shall be governed by the laws of the District of Columbia. To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes of claims resulting from or in connection with the Contest are hereby excluded, and any entrant expressly waives any and all such rights. In the event that the foregoing waiver is unenforceable or prohibited by law, the parties agree, for the sole benefit of Sponsors, that the U.S. District Court for the District of Columbia shall have exclusive jurisdiction over any claim or matter arising out of or in connection with these Official Rules or the Contest. Notwithstanding the foregoing, nothing in this clause shall limit the right of Sponsor to take proceedings against any entrant in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

11. Warranty and Indemnity

In entering the Contest, entrants certify that they satisfy the Eligibility Criteria, that their Video is original to them alone, that they are the sole and exclusive owner of all IPR and that they have the right to submit the Video in the Contest and to transfer the ownership of the Video and of all IPR to Sponsor. Entrants agree and warrant that they shall comply with all the terms and conditions of these Official Rules and that they shall not enter any Video that infringes any third party IPR. To the maximum extent permitted by law, entrants agree to keep Sponsor indemnified at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any of the entrant's acts or omissions in connection with their participation in the Contest and/or a breach of any warranty set forth herein.

12. Severability

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

13. Winners List

For the names of the Finalists and the grand prize winners, log onto www.openinternetcoalition.com after August 1, 2010 which information will be available for a period of up to 60 days.

By entering this Contest, all entrants acknowledge that they have read and fully understand these Official Rules of the Contest and will be bound in accordance thereof.