



**Your Memphis: Take One Video Contest  
Official Contest Rules**

1. **Contest Dates.** Contest begins when announced and ends on November 24, 2008, at 11:59:59 p.m. CST (the “Contest Period”). No video submissions will be accepted after contest closes. Winners will be announced on or before December 19, 2008.
2. **Official Sponsor.** The Contest sponsor is the Memphis Area Association of REALTORS®, Inc., (“MAAR”) 6393 Poplar Avenue, Memphis, TN 38119.
3. **Contest Entities.** YouTube LLC (“YouTube”), 1000 Cherry Avenue, 2<sup>nd</sup> Floor, San Bruno, CA 94099 and MAAR (collectively referred to as the “Contest Entities”).
4. **Eligibility.** You are eligible to enter this contest and submit a video (an “Entrant”) if you are:
  - (a) A living person who on the date of entry is at least eighteen (18) years of age or older and who is either (i) a legal resident (domiciliary) of the Tennessee counties of Shelby, Fayette, Tipton, Hardin, Hardeman, or McNairy; the Mississippi counties of DeSoto and Marshall; or the Arkansas county of Crittenden (collectively referred to as the “Eligible Counties”) or (ii) a non-legal resident who is the fee holder of record of real estate in one of the Eligible Counties, or (iii) an undergraduate student who is currently attending a college or university outside of the Eligible Counties and who is a legal resident of one of the Eligible Counties prior to the date of matriculation, and
  - (b) Registered with YouTube (a “Registered User”) to upload videos to [www.youtube.com](http://www.youtube.com) (including all mirror or derivative sites, and all replacements or successor versions thereof) (the “YouTube Site”).

Excepting the portion of the contest named “REALTOR® Prize”, employees, officers, directors, members and their immediate family members of the Contest Entities and their respective subsidiary companies, advertising and promotion agencies, legal and financial advisors, and any and all other companies associated with this Contest are not eligible to enter. For purposes of this Contest, “immediate family members” means parents, spouses, and children. To become a Registered User of the YouTube Site, you must register for an account and agree to the YouTube Site’s “Terms of Use” set forth at [www.youtube.com/t/terms](http://www.youtube.com/t/terms) (“Terms of Use”). There is no fee or charge to become a Registered User and **no purchase or payment of any kind is necessary to enter or win this contest.**

5. **How to Enter the Contest.** Entrants must create a video in which they tell the world in a creative fashion about why they like their home in the Memphis area and/or what makes Memphis home to them. For the purposes of this contest, Memphis can include any area within the Eligible Counties. First, become a Registered User on YouTube. Then, go to the “Your Memphis: Take One” section of YouTube at [www.youtube.com/group/yourmemphis](http://www.youtube.com/group/yourmemphis) (the “YouTube Group”) and use your

Registered Username and Login to submit your video, following the posted instructions at [www.yourmemphistakeone.com](http://www.yourmemphistakeone.com) ("Contest Site"). An Entrant may submit up to three (3) videos.

**6. Submission Requirements.** Submitted videos must meet the following requirements:

- (a) Running Time. Maximum running time is three (3) minutes, inclusive of credits, if any.
- (b) Format and Language. Submitted Videos must be in the English language and conform to the .wmv, .avi, .mov, or .mpg file formats.
- (c) YouTube Guidelines. Submitted Videos must comply with the YouTube Site's "YouTube Community Guidelines" set forth at [http://www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines) ("Code of Conduct") and any other terms, policies and conditions contained in the Terms of Use.
- (d) Respect for IP and Publicity Rights; Decorum. Submitted Videos must not infringe third party intellectual property rights (including, but not limited to those of any videographer or any individual featured in the video), must be suitable for publication and the right to submit it does not infringe any third-party copyrights, trademarks, patents, trade secrets, contract or licensing rights, rights of publicity or other legal or moral rights. Submitted Videos shall not contain any music that is not in the public domain and shall not defame, disparage or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Submitted Videos must not contain images, or performances of identifiable individuals, living or dead, without consent or permission to the use of such images and performance in the video and must be suitable for publication in a public forum (as determined by Sponsor in its sole discretion); may not contain nudity, profanity, or representations or threats of physical violence; and may not reflect negatively on the Contest Entities or their respective products or services.
- (e) Assignment of Rights. Submitted Videos become the exclusive property of Sponsor and Entrant unconditionally assigns and transfers to Sponsor all rights, title, interest and claims in the video, including, without limitation, the copyright therein, and waives any moral rights in the video. Sponsor has the right to post, use, broadcast, display, publicly perform, alter, edit, assign, create derivative works there from or dispose of such entries in whole or in part (including clips or still frames from videos) however it sees fit in any and all media without limitation as to time or territory without approval of Entrant. Entrants will sign all necessary documents granting Sponsor rights in videos if required by Sponsor.
- (f) Review of Submissions. Sponsor and/or its designated representatives, will review all Submitted Videos received and will only post those submissions that conform to these Official Rules and the Terms of Use and Code of Conduct, as determined by the Sponsor in its sole discretion (the "Official Entries"). Entries that do not comply will be disqualified from the Contest and will not appear on the YouTube Group. Decisions of the Sponsor and/or its representatives as to Official Entries are final and binding. Sponsor assumes no responsibility for disputes between persons claiming authorship of a Submitted Video.
- (g) Entrant's Representations. By entering, Entrant represents and warrants that the Submitted Video (i) is the Entrant's original work and has neither been published nor previously won any other contest award; (ii) satisfies these Official Rules, the Terms of Use and Code of Conduct; (iii)

does not infringe any of the intellectual property and other rights enumerated herein; (iv) is not subject to any third-party contract or agreement and that will not require the Sponsor to pay any fee for the Submitted Video's use; (v) and contains no offensive content or content that will bring the Contest Entities into disrepute. Violation of these representations may result in disqualification in the Sponsor's sole discretion.

**7. Prizes.** There are five (5) total cash prizes. There are four (4) Video Prizes: One (1) Grand Prize of \$10,000.00; One (1) Second Prize of \$5,000.00; One (1) Third Prize of \$1,000.00; and One (1) REALTOR® Prize of \$5,000.00. Limit of one Video Prize per family or household. In addition to the Video Prizes there is One (1) Viewership Prize of \$1,000.00 for the Official Entry posted on the YouTube Group receiving the most views during the Contest Period. Winning a Video Prize is not a prerequisite for nor does it preclude a person from winning the Viewership Prize. Persons winning one of the five available prizes are the "Prize Winners". Prize Winners are solely responsible for reporting and paying any and all applicable taxes. Prize Winners must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

**8. Judging.**

- (a) **Criteria.** All submitted and qualifying videos will be judged by a panel of judges selected by Sponsor and all Prize Winners will be selected based on the following equally-weighted criteria: (1) relevance to the stated theme; (2) creativity; and (3) entertainment value.
- (b) **Judging.** A panel of up to five judges chosen by the Sponsor will score each Official Entry based on the judging criteria set forth in Section 8(a). The Official Entry that receives the highest score will be declared the winner of the Contest's Grand Prize, the next two highest scoring entries will be deemed the Second and Third Prize winners. In the event of a tie for any prize level, all tied entries will be re-judged by an additional judge selected by Sponsor, who, using the judging criteria will break the tie. The Official Entry receiving the highest number of views on the YouTube Group prior to the end of the Contest Period will be deemed the Viewership Prize winner. The winning Official Entry video will be featured on the Contest Site on or before December 19, 2008. Designation as a Prize Winner is subject to Registered User's proof of compliance with these Official Rules, maintaining compliance with these Official Rules and YouTube membership, and approval by Sponsor. Entrants acknowledge that other Entrants and Sponsor may have used or will use ideas and concepts contained in their Video Submission that may have familiarities or similarities to his/her Video Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. The Judges', Contest Entities' and representatives' decisions are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.
- (c) **Notification.** The five (5) Prize Winners will be notified by mail, telephone, and/or e-mail, in Sponsor's sole discretion, on or about December 8, 2008. Those contacted will be required to sign and properly execute the following documents and return them via facsimile (and subsequently by mail) to Administrator within 48 hours of attempted notification: (i) an Affidavit of Eligibility and Liability Waiver; (ii) where lawful, a Publicity Release. The Affidavit of Eligibility, Liability Waiver, and Publicity Release are subject to verification by Sponsor. If any document(s)

sent to an Prize Winner by any means is returned as undeliverable or if Prize Winner fails to properly execute and return all documents described herein in the time noted, or if a Prize Winner is found not to be eligible or not in compliance with these Official Rules, the Prize Winner will be disqualified, the Prize Winner's Video Submission removed from the competition and the Judges will determine who will be selected as the alternate Prize Winner based on the next highest scoring entry as determined by the Judges. No more than one (1) Grand, one (1) Second, one (1) Third, one (1) REALTOR®, and one (1) Viewership prize will be awarded. Except where prohibited by law, all Entrants agree that Sponsor may announce the name, home city, and state of Entrant and/or exhibit Entrant's Video Submission online and in any channels of media it deems appropriate. In the event that a Prize Winner is disqualified for any reason, Sponsor will select an alternate Prize Winner even if the disqualified Prize Winner's name or Video Submission may have been shown or announced online.

- 9. Discretion; Technical Prohibitions.** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Contest or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (i) infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (ii) the Contest or any Web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (iii) the Contest is otherwise not capable of running as planned by Sponsor. The use of third-party software or Web site or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. By entering, Entrants agree to comply with these rules. Any Entrant who attempts to tamper with this Contest in any way shall be disqualified. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply and these grounds of disqualification are in addition to other grounds contained herein.
- 10. Limitation of Liability; Release.** By entering, participants agree to release and hold harmless Contest Entities and (each of its/their) parent(s), subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Contest or acceptance or use of any prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any Web site, (ii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Contest, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, unintelligible and/or postage due (or any combination thereof). The Released Parties are not responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion,

defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Contest Site, YouTube Group, or the YouTube Site, for problems uploading or downloading any Contest-related materials from the YouTube Site or the Contest Site, for late, lost, damaged, misdirected, incorrect, or incomplete entry, or for errors in any Contest-related material or these Official Rules. For purposes of these Official Rules, receipt of entry occurs when YouTube's servers successfully receive the uploaded video file and required entry information as set forth on the Contest Site.

- 11. Applicable Law; Venue.** This Contest is governed, interpreted and enforced by the laws of the State of Tennessee, without regard to its conflict of laws principles. Any and all legal actions, claims or proceedings arising out of, or in connection with this Contest must be brought in a court of competent jurisdiction in the State of Tennessee. The Entrant and all persons making claim through or on account of Entrant, hereby agrees to and irrevocably consents to the venue of the applicable state or federal courts sitting in Tennessee and submits to the jurisdiction of said courts.
  
- 12. Who Won.** The names of the Prize Winners will be posted on the site located at <http://www.yourmemphistakeone.com>. In addition, to obtain this information you may also send a U.S. Postal Service postcard with your return address clearly marked for receipt by December 18, 2008, to: Memphis Area Association of REALTORS®, Attn: Video, 6393 Poplar Ave., Memphis, TN 38119.