

Video contest official rules

1. Eligibility.

NO PURCHASE NECESSARY. Anyone can enter so long as entrant meets the qualifications for the FLICK FOOTBALL VIDEO CONTEST". Entities must principally reside in the United States Only legal U.S. residents at least 18 years of age (19 years of age in AL and NE) who reside in and who are physically located in the U.S. (excluding RI, and any territories and possessions) are eligible to enter the Contest.

If you are entering on behalf of a group of persons or an entity, you understand and acknowledge that use of the words "you" or "your" in these Official Rules refers to the group of persons or entity on whose behalf you have entered (unless the context indicates otherwise).

a) You may only enter one (1) new video per week, all videos must be posted before 5:00 PM PT Monday for consideration.

b) Videos submitted for consideration are subject to all You Tube copyright rules (see You Tube copyright)

All enterys must include a valid email address and a US phone number n order to qualify. By entering, you agree to be bound by the decisions of the judges, to be bound by these Official Rules, and to comply with all federal, state, and local laws and regulations. flicksportsgames.com and those working for flicksportsgames.com or on behalf of flicksportsgames.com, will not be responsible for lost, late, misdirected, damaged, or postage due mail or e-mail, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, or delays. Entries which are incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Rules will be disqualified. In the event of a dispute concerning who submitted an entry, the entry will be deemed to have been submitted by the authorized holder of the e-mail account from which the entry is made. The "authorized account holder" is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address.

c) Each submission must be original. Submissions may not include materials which are in the public domain. Submissions must not incorporate or include anything that violates any law or the copyright, trademark, publicity right, privacy right or any other right of any third party. Persons submitting videos are solely responsible for there content. flicksportsgames.com may, at its sole and exclusive discretion, disqualify any submission it believes incorporates names, voices, signatures, photographs, likenesses, identities, persons or materials without permission or are not otherwise in the public domain. If your video wins you may be require to present sufficient written documentation to establish that you have properly obtained lawful permission to incorporate names, voices, signatures, photographs, likenesses, identities, persons or materials (including music) used in your submission or that the same are in the public domain.

d) ANY ENTRY THAT DOES NOT SATISFY ALL REQUIREMENTS OF THESE OFFICIAL RULES WILL BE DISQUALIIFIED.

3. Use Of Your Submission and Personal Information.

(a) Entries and other submitted material become the property of FLICKSPORTSGAMES.COM and will not be acknowledged or returned.

b) You represent and warrant that, if you are the designated person for a group of persons or company that has entered this Contest, you are authorized to make representations and warranties on behalf of the group or the company, and the company or you and the group of persons, as the case may be, will be jointly and severally liable for any breach of these representations and warranties or other failure to comply with the Official Rules of this Contest.

c) You represent and warrant that your entry and all elements contained therein ("Content") is original and, to the extent the Content incorporates or includes anything that is owned or controlled by any third party, you have obtained in writing all rights necessary to comply with the Official Rules of this Contest; and, that Content does not violate any copyright, trademark, publicity right, or any other right of any third party.

d) You agree that Content shall be, to the maximum extent eligible, a "work made for hire," under the U.S. Copyright Act, as amended, with all rights therein, including without limitation the exclusive copyright, being the property of FLICKSPORTSGAMES.COM. Otherwise, if your entry or any element thereof is considered not to be a "work made for hire," you hereby unconditionally and irrevocably transfer to FLICKSPORTSGAMES.COM all right, title, and interest in the Content (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, wherever produced or located, including the right to use, copy, distribute, perform, display and to create derivative works of the Content for advertising, trade, other commercial purposes or any other purpose; provided, however, to the extent Content contains third party materials, you have obtained written permission granting FLICKSPORTSGAMES.COM a perpetual, royalty-free, fully paid, freely transferable (with full rights to sublicense) universal, unconditional and irrevocable right and license to copy, distribute, perform, display and to create derivative works from such third party materials for any and all purposes relating to the promotion, marketing, advertising, distribution and/or sales of FLICKSPORTSGAMES.COM or other third party products and services for colon cancer and colon cancer screening.

(iv) You represent and warrant that you meet the requirements and qualifications for this Contest, and that you have read these Official Rules and are fully familiar with them.

(b) You agree (and if you are the designated contact person for a group of persons or a company, agree as an authorized agent on behalf of that group of persons or company) to indemnify, and hold FLICKSPORTSGAMES.COM, its officers, directors, employees, contractors, agents and representatives ("Indemnities") harmless from and against any third party claim (including reasonably attorneys' fees and costs) arising from any use of the Content. You waive (i) any right to publicity, privacy or moral rights relating to the Content or your participation in this Contest, and (ii) any right to inspect or approve uses of the Content or to be compensated for any such uses. To the extent these rights may not be waived legally, you agree not to assert them.

(c) By submitting an entry, you grant to FLICKSPORTSGAMES.COM and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), e-mail address, voice, biographical information, submission/entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Contest, FLICKSPORTSGAMES.COM and its mission and services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, rights of integrity or attribution, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to FLICKSPORTSGAMES.COM and its affiliated companies and agents with respect to all entrants in the Contest, including the entrant who is selected as the grand prize winner and those entrants who are not selected. FLICKSPORTSGAMES.COM is under no obligation to use the winning entries or any other entry for any purpose.

4. Selection of Winner and Prizes.

(a) All entries submitted as described in Section 2 will be assigned an identification number by FLICKSPORTSGAMES.COM Internet Services. Until the Finalists are selected, only FLICKSPORTSGAMES.COM Internet Services will have access to the identities of those who created the submission, and all prescreening and judging will be done on an anonymous basis. Each entry will be prescreened to ensure that it qualifies and otherwise complies with the Official Rules. Judges will evaluate each entry that passes the prescreening and score it based on five criteria: originality, creativity, concept, information and overall presentation. The top fifteen entries will become "Finalists". The initial decision of the judges regarding which entrants become Finalists shall be final and binding in all regards.

Each Finalist's submission will then be posted to YouTube.com. The public will be allowed to view each Finalist's submission and to post comments, as allowed by YouTube.com's user rules.

Judges will base their decision on the same criteria of originality, creativity, concept, information and overall presentation, and may, at their sole discretion, review and rely on comments and opinions posted to YouTube.com. The decision of the community judges regarding the winner and runners-up shall be final and binding in all regards.

The winner ("Prize Winner") will be notified by telephone or email of their selection. Each Prize Winner will be required to sign and return within five (5) calendar days of notification of selection as a Prize Winner (i) an "Affidavit of Eligibility", (ii) "Publicity/Liability Release", (iii) a copy of his/her passport, drivers license or birth certificate as proof of age and residency, and (iv) any other documents (such as rights clearances) required by FLICKSPORTSGAMES.COM. If a Prize Winner cannot be contacted within five (5) calendar days of the first notification attempt, or a prize winning notification is returned as undeliverable, or a prize winner rejects a prize awarded, or FLICKSPORTSGAMES.COM determines, in its sole discretion, that a Prize Winner has not complied with any of the Official Rules, then the entrant's status as a Prize Winner and the prize awarded will be forfeited, and an alternative Prize Winner will be selected from the group of Finalists. If a prize awarded is forfeited, no other compensation will be given to that Prize Winner. The Affidavit of Eligibility must be completed and must include the entity or company's EIN number or the person's social security or resident alien identification number. The information in any Affidavit of Eligibility must be correct and must be identical to the information provided in the original entry or the person, group of persons or company will be disqualified.

(b) ONLY ONE PRIZE PER ENTRANT. entrant is eligible to win only one of the following prizes:

The winner will receive the grand prize of a *FLICK FOOTBALL Pro Tailgate Game*

The runner up will receive *FLICK FOOTBALL Game*

At the sole discretion of FLICKSPORTSGAMES.COM, the winner's video (or any other video submitted in the Contest) may be used as part of any informational, public relations or media campaign by FLICKSPORTSGAMES.COM, whether broadcast on television, online or otherwise. No compensation will be provided to a winner or any other entrant in the event an entry is selected for broadcast. NOTE: BY WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR VIDEO WILL BE USED BY FLICKSPORTSGAMES.COM OR OTHERWISE.

Other conditions and restrictions apply. Prizes are non-transferable. No substitutions or redemptions allowed. Prizes have no cash value.

(c) By accepting the prizes, each Prize Winner releases and discharges FLICKSPORTSGAMES.COM, its affiliated companies and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all their respective employees, officers, directors, representatives and agents from any liability or damage due, in whole or in part, to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest.

(d) If, for reasons beyond FLICKSPORTSGAMES.COM's control (including, but not limited to, tampering or computer virus infection), the Contest cannot be conducted as originally planned, FLICKSPORTSGAMES.COM, at its sole discretion, reserves the right to cancel or modify the Contest, without liability.

(e) Any person attempting to defraud or in any way tamper with this Contest (whether electronically or otherwise) and any person who does not comply with these Official Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

5. Issues of Law.

(a) Taxes. ALL FEDERAL, STATE, AND LOCAL TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE RESPONSIBILITY OF THE FINALISTS.

(b) Governing Law. All federal, state and local laws and regulations are applicable. The Contest is and shall be governed, construed, and interpreted under the laws of the state of California, United States. Entrants who violate these Official Rules, tamper with the operation of the Contest, or engage in any conduct that is detrimental to FLICKSPORTSGAMES.COM, the Contest, or any other entrant (as determined in FLICKSPORTSGAMES.COM's sole discretion) are subject to disqualification. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the FLICKSPORTSGAMES.COM in connection with the Contest shall be governed by, and construed in accordance with, the laws of State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Seattle, Washington and hereby waive any objection to such jurisdiction and venue. Any claim or cause of action arising out of or related to this Contest or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

(c) Severability. If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

(d) Important Disclaimers and Limitations.

The information and services included in or available through FLICKSPORTSGAMES.COM or the www.flicksportsgames.com website may include inaccuracies or typographical errors. Changes are periodically made to the site and to the information therein. FLICKSPORTSGAMES.COM or its agents, representatives or contractors may change the site at any time.

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IN NO EVENT SHALL FLICKSPORTSGAMES.COM, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST PRIZES) RELATED TO THE CONTEST, THESE OFFICIAL RULES, THE PERFORMANCE OR BREACH OF THESE OFFICIAL RULES BY FLICKSPORTSGAMES.COM THE USE OR

EXPLOITATION OF ANY CONTENT, OR OTHERWISE, EVEN IF FLICKSPORTSGAMES.COM IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

6. Your Release of FLICKSPORTSGAMES.COM From Any and All Liability.

Entrants agree that FLICKSPORTSGAMES.COM, its directors, officers, employees, agents, contractors and representatives (the "FLICKSPORTSGAMES.COM Parties") shall not be liable for, and you hereby discharge and release them from all losses or injuries of any kind resulting from: (i) acceptance/possession and/or use/misuse of prize(s), (ii) participation in the Contest, (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer dating mechanism, computer equipment, hardware and/or software, (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules, or (v) any use or exploitation of any Content. Entrants also agree that the FLICKSPORTSGAMES.COM Parties are not responsible or liable for any injury or damage to an entrant or third person's computer related to or resulting from the Contest and/or its prizes. The FLICKSPORTSGAMES.COM Parties are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. FLICKSPORTSGAMES.COM reserves the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

7. How to Get More Information.

(a) To obtain the identity of the Finalists or the Winner, send a request by email to customersuport@flicksportsgames.com in the subject line; "Video Contest Winners" List, by May 1, 2010. The winners and runners-up's names will also be posted on the website at www.flicksportsgames.com.

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