

## **Oregon School Choice Video Contest Complete Official Rules**

**OPEN ONLY TO CURRENT OREGON KINDERGARTEN THROUGH 12<sup>TH</sup> GRADE STUDENTS, THEIR PARENTS OR LEGAL GUARDIANS AND OTHER IMMEDIATE FAMILY MEMBERS. VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY. BY ENTERING THE CONTEST, YOU AGREE TO ALL THE TERMS CONTAINED IN THESE OFFICIAL RULES.**

### **WHAT**

#### **Oregon School Choice Video Contest and Drawing (“Contest”)**

##### **Overview**

School Choice is simply the ability to choose a school other than the local public school near where you live. It might be a religious school, a private school, a virtual (online) school, a charter school, or even another public school in the same or different district than the one you are assigned to. It might also mean home schooling.

The Oregon School Choice Video Contest lets Oregon students and families tell your stories, and possibly win \$10,000 to help make your school choice dreams come true. Just make a short video (no longer than two minutes) telling us either what school choice has meant to you or your family, or why you want school choice for yourself or your family if you do not have it now.

Entries will be judged on authenticity, sincerity, passion, creativity, and persuasiveness, not on the production value of your video. So do not worry about making a professional-looking film. Just be yourself, and tell us why you need school choice or what school choice has meant to you if you or your family already have it. Be creative, be sincere, and use your video to make the case for school choice.

Cascade Policy Institute (the Sponsor) will chose 20 finalists from the videos submitted according to the Official Contest Rules. Every finalist will receive \$250. A grand prize winner will be chosen at random from among the finalists present at the awards ceremony and will receive up to \$10,000 for qualified educational expenses.

##### **Creative Video Content**

Think about what it means to you or your family that you had the ability to choose the school that you or your child/children attend. If you have not had such a choice, think about what having such a choice might mean for you or your child/children. What opportunities were opened up to you or your child/children because of school choice? What opportunities would open up to you or your child/children if you had the school choice that you do not have now?

Tell your unique story in a two-minute or shorter video. Show all Oregonians why school choice is so important for you, and for everyone. You write the script. You cast the video. You direct it. You shoot it, or have a friend or family member shoot it. You have total creative control.

Again, your work will be judged based on the authenticity, sincerity, passion, creativity, and persuasiveness of the videos submitted. Production value will not be a criterion for finalist selection.

### **Technical Requirements**

The maximum file size for any video file submitted is 100 MB. Video files must be provided in one of the following file formats: avi, mov, mpg, or wmv. Videos must be two minutes or shorter in length, including any tags, and must be in English (no subtitles). Videos must also comply with the YouTube User Terms of Use. See [www.youtube.com/t/terms](http://www.youtube.com/t/terms) for additional details.

### **Prizes**

Twenty (20) finalist prizes of \$250 each and one Grand Prize of up to \$10,000 will be awarded at an award ceremony to be held on or around April 15, 2009 in the Portland metropolitan area (the final date, time, and location to be announced). ***Finalists need not be present to receive their \$250 finalists' prizes, but MUST BE PRESENT to be eligible for the Grand Prize drawing.*** No more than one finalist prize will be awarded to any individual or immediate family. Prizes will be awarded as checks payable to the winners. If any winners are not legally able to receive the prize under Oregon law, then checks will be payable to a parent or legal guardian. Finalist prize checks for \$250 each will be presented at the awards ceremony or shortly thereafter. The Grand Prize of up to \$10,000 will be paid as described below.

The total value of all prizes to be awarded will not exceed \$15,000. Winners are solely responsible for any taxes on their respective prizes. No substitution of prizes is offered except at the sole discretion of the Sponsor. Prizes are non-transferable.

### **WHO**

**Current Oregon Kindergarten through 12<sup>th</sup> Grade Students, Their Parents or Legal Guardians, and Other Immediate Family Members ("Entrants")**

## Sponsor

Cascade Policy Institute is “the Sponsor” of this contest. Cascade Policy Institute, 4850 SW Scholls Ferry Road, Suite 103, Portland, Oregon 97225. Phone (503) 242-0900. [info@cascadepolicy.org](mailto:info@cascadepolicy.org). Email for entering the Contest: [entry@oregonschoolchoicecontest.com](mailto:entry@oregonschoolchoicecontest.com).

## Eligible Entrants

All current Oregon students in Kindergarten through 12th grade, their parents or legal guardians, and other immediate family members are eligible to enter. Entrants must be legal residents of the state of Oregon; and students must be currently attending Kindergarten through 12<sup>th</sup> grade. Students may be in public, private, religious, online, charter, or home schools within Oregon.

Each person may enter up to five (5) different videos. **However, no more than one finalist will be chosen from each immediate family**, no matter how many videos are submitted by members of that family. The Sponsor reserves the right to replace one or more finalists if it determines that more than one finalist was chosen from the same immediate family.

## Ineligibility

Employees, contractors, directors, and officers of Cascade Policy Institute (the Sponsor), and any agents or affiliates of Cascade Policy Institute that are involved with the contest (including individuals or entities providing financial or other support for the contest), or their immediate family members (spouse, parent, child, sibling and spouse or "step" of each) are not eligible to enter this Contest.

## Identification of Entrants

The person who fills out and submits the Contest Entry Form on the Contest website will be deemed the "Entrant" unless that person is prohibited by law from entering the Contest, in which case a parent or legal guardian of that person may be designated as the Entrant. In the event of a dispute regarding the identity of an Entrant, the Sponsor shall have sole and final authority to resolve the dispute by making a good faith effort to identify the "authorized e-mail account holder" of the e-mail address provided with the entry. "Authorized email account holder" is defined as the natural person assigned an e-mail address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If there are multiple Entrants in one family, it is preferred that each Entrant submit their Submission with their own unique email address. If multiple Entrants in one family submit entries using one email account, each Entrant must provide complete, individual contact information.

**Each Entrant must complete the Entry form on the Contest website with all required information, including submission of up to five (5) videos in the manner described below.** Required entry information includes Entrant's real name, age (over or under 18), mailing address, email address, and phone number. If any family or part of a family elects to collaborate on a Submission, they are required to designate one (1) representative to enter the Contest and accept the prize on behalf of the family. Neither the Sponsor nor anyone affiliated with the Contest will be liable in any way related to disputes between collaborators.

### **WHEN**

**All entries must be submitted by 11:59pm (Pacific Time) on March 25, 2009**

Entries must be made between 12:01am on January 28, 2009 and 11:59pm on March 25, 2009. All entries must be received by the Sponsor by 11:59pm (Pacific Time) on March 25, 2009.

**If you do not complete the entry process by 11:59pm on March 25, 2009 (Pacific Time), you will not be entered into the Contest and will not be eligible for a prize. The Sponsor is not responsible for any failure to complete each step of the registration process.**

The Sponsor, in its sole discretion, acting through judges of the Sponsor's choice, will choose 20 finalists. These finalists will be notified on or around March 31, 2009.

On or about April 15, 2009, (the exact date, time, and location to be announced before March 31, 2009), the Sponsor will hold an awards ceremony honoring the finalists. Finalist prizes of \$250 each will be paid at the awards ceremony or shortly thereafter. **FINALISTS NEED NOT BE PRESENT AT THE AWARDS CEREMONY TO RECEIVE THEIR \$250 PRIZES, BUT MUST BE PRESENT AT THE AWARDS CEREMONY TO BE ELIGIBLE FOR THE GRAND PRIZE DRAWING.** A random drawing for the Grand Prize winner will be held at the awards ceremony. One Grand Prize winner will be randomly chosen from among those finalists present at the awards ceremony. The Grand Prize winner will receive up to \$10,000 for qualified educational expenses.

## HOW

### What You Need to Do to Enter the Contest

1. Read these complete Contest Rules. If you are under 18 years of age you need a parent's or legal guardian's permission to enter the contest.
  - a. Make your video! It must be no longer than two minutes. Each person may enter up to five (5) different videos.
  - b. **Size:** Video entries must be two minutes or shorter, and no more than 100MB in size.
  - c. **Format:** Videos from digital cameras, camcorders, and phones are all acceptable if they are in .wmv, .avi, .mov, or .mpg format. Please avoid filming any copyrighted material such as music, television shows or movies, logo-apparel, etc.
  - d. **Language:** All entries must be in English (no subtitles).
  - e. **Privacy:** Protect your privacy by not using your full name or contact information in your video. Using your first name, the city you live in, and the school you or your children attend (or want to attend) are all fine.
2. [Create a YouTube account](#) if you do not already have one. You can use a parent's account if you are under 18, or create your own account with your own email address. Again, if you are under 18 be sure to get your parent's permission before setting up your account.
3. [Upload](#) your video to [YouTube](#).

#### **IF FOR ANY REASON YOU CANNOT UPLOAD YOUR VIDEO TO YOUTUBE** you can still enter the contest by following these steps:

- a. Simply fill out the Contest Entry Form and check that you are mailing or hand delivering a disk with your entry, or that you are emailing your video. Make sure your video is in .wmv, .avi, .mov, or .mpg format.
- b. Then either mail the disk with your video or bring it to our offices anytime Monday through Friday, 9am to 5pm:

Cascade Policy Institute  
Video Contest entry  
4850 SW Scholls Ferry Road, Suite 103  
Portland, OR 97225  
Phone: (503) 242-0900

- c. Or, email your video to [entry@oregonschoolchoicecontest.com](mailto:entry@oregonschoolchoicecontest.com). To be sure that we can receive your large video file, you must send it through a free site such as [www.yousendit.com](http://www.yousendit.com). Just fill in your email address, upload your video and send it to [entry@oregonschoolchoicecontest.com](mailto:entry@oregonschoolchoicecontest.com). In the body of the email message, provide your contact information and state that you filled out the Contest Entry Form on the Contest website.
  - d. You are responsible for submitting your video in a usable format. **If you have not received an email within five (5) days of submitting your entry, it is your responsibility to check with the Sponsor to determine if the Sponsor did not receive or could not access your video.** The Sponsor is not responsible for any loss or damage if the Sponsor does not receive a usable version of your video by the contest deadline of 11:59pm (Pacific Time) on March 25, 2009. To make sure you meet the deadline, you are strongly urged to submit your video at least five days prior to the deadline.
  - e. Be sure to include your full name, age (over or under 18), and contact information with your entry.
4. Be sure to save your video in the original digital file format after submitting it. If you are selected as a finalist, and at the Sponsor's request, you must provide the Sponsor with a digital file of your video in order to win your \$250 finalist prize and be eligible for the \$10,000 grand prize.
  5. Fill out the Contest Entry Form, including your full name, age (over or under 18), contact information, and the link to the video you put on YouTube. If you deliver your video to the sponsor by another means (as described above) please note that on the Entry Form.
  6. We will watch your video and if it is appropriate and meets the contest conditions as set out in these Contest Rules, we will either post it on the contest YouTube group page ([Oregon School Choice Contest](#)) or keep it private until the contest entry period ends. Once you complete and submit any video, submission is final and may not be modified or edited without permission from the Sponsor. No submissions will be returned. Once you have submitted a video and entered the contest, your video becomes the property of the Sponsor, who is then free to use it for any legal purpose, as discussed in detail below.
  7. The Sponsor will select 20 finalists who will each win a \$250 prize. The Sponsor will then randomly select a Grand Prize winner from among those finalists present at the awards ceremony who will win up to \$10,000 for qualified educational expenses.

## Details About Your Entry

Anything in an Entrant's video, including without limitation music, audio, speech, voiceovers, stills, video, supers, or other audiovisual materials, must be either 1) entirely original and owned by Entrant, or 2) be in the public domain. Use of anything that is not original or in the public domain may result in disqualification of an Entrant's submission, in the Sponsor's sole discretion.

As conditions of entry into this Contest and by submitting a video, each Entrant warrants and represents that the video submitted (a) is original and has been legally created; (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (c) has not been entered in or won previous contests or awards; and (d) has not been published or distributed previously in any media.

Each Entrant represents that he/she owns all rights to his/her video, including without limitation, the copyrights in the recording and the performance contained therein. Entrants further represent and warrant that they obtained permission from each person whose name, image, likeness, or voice ("Likeness") is included in the video, and that such person(s) have granted Entrants all necessary rights to use the person's Likeness as described in these rules, and that Entrants can make written copies of such permissions available to the Sponsor upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's Likeness on behalf of the minor.

By entering a video, each Entrant irrevocably assigns and transfers to the Sponsor any and all rights, title, and interest in his/her video, including, without limitation, all copyrights, and agree to waive all property and moral rights in that video. Each Entrant irrevocably grants ownership of the video to the Sponsor and its affiliates, legal representatives, assigns, agents, and licensees, including the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit, and/or otherwise use or reuse without limitation the Entrant's submission, including video; as well as to use Entrant's name, likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation, and without additional compensation or approval from the Entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights, or other legal or moral rights that might preclude the Sponsor's use of the video, and agrees not to sue or assert any claim against the Sponsor for the use of the video or Entrant's Likeness or statements. All videos submitted, including winning Finalist and Grand Prize videos, become the property of the Sponsor and may be shown on the Sponsor website, the Contest YouTube group page, and in any other venue at the Sponsor's discretion for non-commercial purposes, subject to Sponsor's right to edit the videos in Sponsor's sole discretion to comply with network guidelines or for any other reason. Videos that entrants ask be kept private until after the contest ends will not be displayed by the Sponsor until after the contest entry period.

Each Entrant agrees to indemnify and hold the Sponsor, its agents, or its affiliates (including individuals or entities providing financial or other support for the contest) (“Indemnitees”) harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees), and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees related in any way to Entrant's video or its creation, Entrant's submission, or Entrant's participation in this Contest, including but not limited to contract or tort claims, claims for trademark or copyright infringement, or claims based on privacy or defamation theories. Entrant further agrees to release the Sponsor from any and all claims that the Sponsor's subsequent use of Entrant's video or submission infringes any ownership or personal right of Entrant.

Videos submitted to this Contest, whether through uploading to YouTube or by other means, must meet the YouTube guidelines for appropriate content (see YouTube Terms of Use at [www.youtube.com/t/terms](http://www.youtube.com/t/terms) and YouTube Community Guidelines at [www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines)). Videos that contain inappropriate content may be removed by YouTube administrators. The Sponsor of this Contest will use similar guidelines to decide if any submitted videos are inappropriate and thus should not be posted on the Contest YouTube group page, or should be removed if already posted. In addition, the Sponsor will not post submitted videos if they clearly do not address the theme of the Contest – what school choice has meant or would mean to the Entrant.

The Sponsor will review all submitted videos before they are entered in the contest. However, showing any submitted video on the Contest YouTube group page does not mean the video is in compliance with these rules. Submissions that do not comply with these Official Rules or the YouTube Terms of Use, or that otherwise contain prohibited or inappropriate content as determined by the Sponsor in its sole discretion, will be disqualified and will not be considered for a prize.

### **Selection of Winners**

The Sponsor is solely responsible for selecting 20 finalists and randomly drawing the Grand Prize winner from among the finalists present at the awards ceremony. The Sponsor will select a panel of judges who will choose 20 finalists based on the authenticity, sincerity, passion, creativity, and persuasiveness of the videos submitted. Production value will not be a criterion for finalist selection. No individual will be awarded more than one finalist prize of \$250. No more than one finalist from any immediate family will be chosen, no matter how many videos are submitted by members of that family. Finalists will be notified on or about March 31, 2009.

At the request of the Sponsor, finalists must provide the Sponsor with their video in its original digital file format in order to receive their \$250 finalist prizes and be eligible for the Grand Prize of up to \$10,000.

On or about April 15, 2009, (the exact date, time, and location to be announced before March 31, 2009), The Sponsor will hold an awards ceremony honoring the finalists. **FINALISTS NEED NOT BE PRESENT AT THE AWARDS CEREMONY TO RECEIVE THEIR \$250 FINALIST PRIZES, BUT MUST BE PRESENT (OR BE REPRESENTED AS DESCRIBED BELOW) AT THE AWARDS CEREMONY TO BE ELIGIBLE FOR THE GRAND PRIZE RANDOM DRAWING.** A random drawing for the Grand Prize winner will be held at the awards ceremony. One Grand Prize winner will be randomly chosen from among those finalists present at the awards ceremony. The Grand Prize winner will receive up to \$10,000 for qualified educational expenses. **FINALISTS MUST BE PRESENT AT THE AWARDS CEREMONY TO BE ELIGIBLE FOR THE GRAND PRIZE DRAWING OF UP TO \$10,000.** If a finalist cannot be present at the awards ceremony, that finalist must, at least 24 hours prior to the awards ceremony, obtain the Sponsor's approval to have a family member or other person represent the finalist at the awards ceremony in order to be eligible for the Grand Prize Drawing.

The Grand Prize must be used for qualified educational expenses of the Grand Prize winner or any immediate family member(s). Such expenses may include past, current, or future educational costs, subject to approval from the Sponsor. The Grand Prize winner will have 12 months from the date the prize is awarded to submit proof of past or current educational expenses or a proposal for future educational expenses to be approved by the Sponsor in the Sponsor's sole discretion. If the Grand Prize winner does not meet the Sponsor's requirements to receive all of the \$10,000 Grand Prize for qualified educational expenses, at the discretion of the Sponsor, the remaining balance will be donated to an education-related not-for-profit organization of the Sponsor's choosing.

### **General Conditions and Disclaimers**

If for any reason the Contest cannot proceed as planned, including without limitation, technical or computer problems, severe weather, or security threats, the Sponsor reserves the right, at its sole discretion, to reschedule, modify, or terminate the Contest. Further, the Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; (c) violating the YouTube Terms of Service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

The Sponsor reserves the right to require winners to submit to a confidential background check to confirm eligibility as a condition of awarding any prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring the Contest, the Sponsor, or any related parties into public disrepute, contempt, scandal, or ridicule, or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion.

Any and all taxes related to prizes awarded are the full responsibility of the prize winner. At the request of the Sponsor, prize winners must provide their Social

Security Number or other tax identification number prior to receiving any prize check(s).

## **Limitations of Liability and Release**

It is the sole responsibility of each Entrant to complete each step of the entry process, including providing the Entrant's video(s) in a usable format. The Sponsor, its agents, and affiliates (including individuals or entities providing financial or other support for the contest) assume no liability or responsibility related to any user's participation in or attempt to participate in the Contest, specifically including but not limited to, 1) any person's ability or inability to transfer videos or other information to the Sponsor; 2) technical problems or technical malfunctions of any kind whatsoever that may affect participation in or the operation of the Contest; or 3) typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Contest website, YouTube contest group page, or other websites. Use of such websites is at user's own risk. In the event of any inconsistency between these Official Rules and any other information about the contest, whether oral or in writing in any form, these Official Rules shall be binding.

The Sponsor, its agents, and affiliates (including individuals or entities providing financial or other support for the contest) are not responsible for any personal injury, property damage, or losses of any kind that may be related in any way to participation or attempts to participate in this Contest, including any injury or loss sustained in connection with making any videos for this Contest, use of any websites or the download of any information from the Contest or any other website.

## **DISCLAIMER**

The Oregon School Choice Video Contest is presented by [Cascade Policy Institute](#), a 501(c)(3) non-profit public policy research organization. All video entries become the property of Cascade Policy Institute and may be displayed for non-commercial purposes on the contest website or in other locations.

## **Sponsor**

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