

# Speak Up Contest

## Official Rules

NO PURCHASE IS NECESSARY. BINGENOW.COM REGISTRATION IS REQUIRED AND REGISTRATION IS FREE.

**1. Eligibility:** Speak Up (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry and who did not purchase any equipment for purposes of entering the Contest. Employees of Binge LLC, Jackwards LLC, Images USA, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, consultants and agents and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials are not eligible. Persons who have won a grand prize from a Binge, LLC contest within the last 12 months can participate but are not eligible to win the grand prize in this contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Sponsor:** Binge LLC, 11552 Manorstone Lane, Columbia, MD 20144.

**3. Agreement to Official Rules:** By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on February 25, 2013 at the beginning of the calendar day Eastern Time ("ET"), and ends on May 24, 2013 at the conclusion of the calendar day ET (the "Contest Period"). The Contest consists of two (2) phases, as set forth in the chart below. Each Phase starts at the beginning of the applicable calendar day and ends at the conclusion of the applicable calendar day ET.

Phase	Start Date	End Date
Video Submission & Sharing	February 25, 2013	May 23, 2013
Judging	May 11, 2013	May 24, 2013

Sponsor's computer is the official time-keeping device for the Contest.

**5. How to Enter:** You must be registered on BingeNow.com to participate in this Contest. Registration is free. If you are not already registered you may visit [BingeNow.com](http://BingeNow.com) and click SIGN UP on any BingeNow.com website page to register.

During the Video Submission & Sharing Phase, visit [BingeNow.com](http://BingeNow.com), log-in, select "upload" from the menu bar and fill in and submit the video upload form, remembering to select the contest division you want to submit your video to—Hip Hop, Spoken Word/Motivational Speaking, or Soul/R&B—hereafter referred to as your video submission (the "Video Submission"). By completing the video upload form and submitting your Video Submission, you agree that your Video Submission conforms to the Video Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Video Submission and disqualify you from the Contest if it believes that your Video Submission fails to conform to the Guidelines and Restrictions.

**a) Video Guidelines:**

- Video should be original and "Speak Up" about positive as well as harsh and diverse realities of society and hip hop life. It should not glorify violence and negativity. Music should show quality and creativity.
- The Video Submission must satisfy all of the video requirements defined on the video upload form for maximum size, minimum and maximum resolution and accepted formats.
- The Video Submission must be at least one (1) minute in duration.

**b) Content Restrictions for Video Submissions:**

- Must adhere to Sponsor's community guidelines for video content, available at [http://bingenow.com/terms\\_of\\_service](http://bingenow.com/terms_of_service).
- Must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- Must not disparage Sponsor or any other person or party affiliated with the Contest.
- Must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous.
- Must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Video Submission is created.

Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Video Submissions, which are disqualified.

In the event of a dispute as to any online entry, the authorized account holder of the email address associated with registering the Profile used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

**6. Winner Determination:** Winners will be determined via the processes set forth below.

**a) Video Submission & Sharing Phase:** During this phase, all entrants' Video submissions will be posted in an online gallery called a "Speak Up Contest Channel", one for each Contest Division, for public viewing and sharing at [BingeNow.com](http://BingeNow.com). The specific Speak Up Contest Division channel—Hip Hop, Spoken Word/Motivational Speaking, or Soul/R&B—is accessible from the Speak Up Contest page. Entrants and other visitors to the [BingeNow.com](http://BingeNow.com) site are invited to view and share their favorite Video Submissions to numerous destinations by clicking the share icon on the upper right corner of the channel or video page displaying the video. Each BingeNow.com visitor may share as many Speak Up contest Video Submissions as they desire during the Video Uploading and Sharing Phase.

Viewing Video Submissions requires your browser to support HTML5 video. HTML5 video is supported in all recent versions of Chrome, Safari, Firefox, and Internet Explorer browsers. If you don't have a recent version of a browser that supports HTML5 then you need to download and install the latest version of your favorite browser.

**b) Judging Phase:** During this phase, qualified judges determined by Sponsor at its sole discretion will select the top Video Submissions in each Division as the potential Recognition, Division, and Contest Grand Prize winners. Potential winners are determined by a composite score based on a Binge panel of judges' scoring of each video using the criteria of talent, quality, and creativity, and the number of video sharing click-throughs using the BingeNow.com Share Button. The potential Grand Prize Winner will be the submitter of the video with the highest composite score. The potential Division Prize winners will be the submitters of the video with the highest composite score in each of the other two divisions for which a Grand Prize was not awarded. The Recognition Prize winners will be the submitters of the videos that had the top 10 composite scores in each of the three divisions (30 prizes total). The composite score is 90% determined by the Binge judging panel score and 10% determined by the video sharing score. The Binge judging panel score is determined equally by the criteria of talent, creativity and quality. Contest Division Prize Winners are not allowed to win more than one Contest Division Prize. Any potential Contest Division Prize winner, who has more than one Contest Division win, will only be awarded one prize for their winning Video Submission with the highest composite score. In this case, the Video Submission that received the next highest composite score in that Division would be deemed the applicable potential Contest Division Prize winner (abdicated by the multiple Contest Division Prize winner). In its sole discretion, Sponsor reserves the right to select an alternate Contest Division Prize winner should the video sharing and/or click-through appear to have been tampered with or manipulated in any way.

Each potential Contest winner will be notified by mail, email, or phone on or around May 27, 2013.

**7. Winner Requirements:** Receiving a prize is contingent upon compliance with these Official Rules. Except where prohibited, each potential cash prize winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within fourteen (14) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Declaration within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize.

In the event that any potential cash prize winner is disqualified for any reason, an alternate winner will be chosen using the contest criteria. If after a second attempt, a potential winner is not confirmed, the applicable prize will remain un-awarded. Non-cash prizes that are unclaimed or not deliverable will be forfeited and no alternate winner selections will be made. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, Video Submission and/or prize information in connection with the Contest, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law.

Without limiting the generality of these Official Rules, winner shall give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Video Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for marketing purposes. If necessary, winner will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights winner is granting to use the Video Submission. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Video Submission and that Sponsor in its sole discretion shall have the right to refrain from using

the Video Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled within 8 weeks after end of the Contest.

#### **8. Prizes:**

- a) One (1) Grand Prize: \$10,000 (awarded as a check)
- b) Two (2) Division Prizes: \$1,000 each (awarded as a check).
- c) Thirty (30) Recognition Prizes (Top ten in each division): Binge T-Shirt each

Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Winners are responsible for all taxes associated with prize receipt. Limit: one (1) cash Prize per person.

**9. Release:** By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Jackwards LLC, Images USA, Inc., and their respective subsidiaries, affiliates, consultants, suppliers, distributors, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other Contest or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections of network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Contest. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or

otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy [http://BingeNow.com/privacy\\_policy](http://BingeNow.com/privacy_policy).

**14. Winner List:** The winner list will be posted at <http://BingeNow.com/contest> after winner confirmation is complete.