

CONTEST RULES & GUIDELINES



UCCU 2010
SHORT FILM
COMPETITION

SPONSORED BY:



THE THEME: “Be Money Smart”

CALLING ALL FUTURE FILMMAKERS! SUBMIT A SHORT FILM DEPICTING WHAT YOU HAVE LEARNED ABOUT BEING MONEY SMART.

Make it funny, make it inspiring, make it educational. Have fun with the concept – be creative! Your submission may be used as a learning tool to promote financial literacy education in our community.

THE PRIZES

GRAND PRIZE – \$1,000

Most Creative – \$500

Most Inspirational – \$500

Most Educational – \$500

Most Humorous – \$500

Best Group Submission* – \$500

*This category is reserved for school projects which involve the entire class, group, or an official school club.

AGE GUIDELINES

Contest participants must be 18 years and under and still in High School. Film must be work of the participant. Parents may assist, but can not produce the film.

FORMAT & PARAMETERS

Your film must be three (3) minutes or less. All films must be submitted on disc or flash drive, and will not be returned. The films must be in .WMI, .AVI, .MOV, .MPG formats. Films can be submitted at any UCCU branch (see www.uccu.com for branch locations) or can be mailed to Utah Community Credit Union PO Box 1900 Provo Utah 84603-1900, attention Marketing Department. All films must be received not later than 5:30 PM March 17, 2010.

CONTENT GUIDELINES

Keep it clean! Your submission must be “G” rated and appropriate for all ages. No immodesty, foul language, or other inappropriate content will be accepted. **If music is used in film you must provide copy right releases with film. Films without these release will be disqualified.**

SELECTION OF WINNERS

You and the public will vote for your favorite videos at www.bemoneysmart.org. This voting may determine the group of contest finalists, from which winners will be chosen by UCCU judges.

TIME FRAMES

All films must be submitted by 5:30 PM on March 17, 2010. The online voting begins April 1, 2010, and will be completed April 30, 2010.

COMPLETE RULES:

1. HOW TO ENTER; NO PURCHASE NECESSARY:

Utah Community Credit Union (referred to herein as “Competition Producer”) is conducting a competition known as the Short Film Competition (herein referred to as “Competition”) and, subject to the provisions of these Rules, will award cash and/or prizes based on the results of the ratings of the visitors to the BeMoneySmart.org web site (referred to herein as Contest Audience) and the Competition Producer judges.

To enter the Competition, you must (1) agree to abide by and be subject to the Rules and Terms of Service; (2) complete the Entry Form found at www.bemoneysmart.org within the time frame set forth on the Entry Form; (3)

submit a short film of three minutes, or less, in duration on the topic of “Be Money Smart” by the **Submission Deadline of March 17, 2010**.

Note: The required film format and specs are outlined on the Online Entry Form. Notwithstanding the foregoing, the Competition Producer reserves the right to extend the Submission Deadline at its sole and absolute discretion. Each person that submits a short film before the applicable Submission Deadline(s) and complies with the other requirements for valid entry into the Competition is referred to herein as a “Contestant.”

2. FILM REQUIREMENTS:

Each film must be no longer than three (3) minutes in length. Any Contestant that submits a film that does not meet all of the requirements identified on the Online Entry Form is ineligible for the Competition. Each Contestant is solely responsible to secure properly executed and valid releases, including talent release forms for any person(s) whose image appears or voice is heard in any film submitted by the Contestant at any point during the Competition, and the Competition Producer may, in its sole and absolute discretion, require any Contestant to provide copies of all relevant releases. All Submitted films must be free from any third-party obligations, including, without limitation, obligations (including, without limitation, any residual, royalty, participation or contingent compensation of any kind or nature, however determined, re-use, pension, health and welfare fund and payroll tax payments, etc.) to unions, guilds, actors, directors, producers, craftsmen, musicians, composers, performers or other persons or entities for services rendered in connection with such Submitted films. In addition, a Contestant will be disqualified if any film submitted by such Contestant (a) includes (or the Competition Producer believes that it includes) any endorsements or so-called "commercial tie-ins", (b) infringes (or the Competition Producer believes that it may infringe) the intellectual property rights of a third party, (c) contains any material which the Competition Producer in its sole and absolute discretion deems inappropriate or offensive, (d) contains any material that the Competition

Producer in its sole and absolute discretion believes is unlikely to fall within the guidelines of a G rating under the Motion Picture Association of America Rating System, (e) contains any content that the Competition Producer in its sole and absolute discretion believes might (i) subject the Competition Producer or any other person or entity to unfavorable regulatory action, (ii) violate any law, statute, rule, regulation or ordinance, (iii) infringe the rights of any person or entity, or (iv) subject the Competition Producer or any other person or entity to liability for any reason. Notwithstanding anything in the Rules to the contrary, the Competition Producer reserves the right in its sole and absolute discretion to remove a film from the Competition for any or no reason. If the Competition Producer removes a film from the Competition, the Competition Producer has no obligation to, but may at its discretion allow the Contestant that submitted that film to submit another film in its place or remain in the Competition.

3. PRIZES:

The Grand Prize winner in the Competition will receive a lump sum cash award of \$1000. The Winners in each of the following categories will be awarded \$500: Most Creative, Most Educational, Most Humorous, Most Inspirational, and Best Group Submission. Winners will be posted in a prominent section of <http://www.bemonneysmart.org> for approximately six (6) months following the conclusion of the competition, however, the Competition

Producer reserves the right in its sole and absolute discretion to increase or decrease the time period during which such winning films will appear www.bemoneysmart.org. All monetary prize values are expressed in U.S. Dollars and will be awarded in US dollars within 65 days from the time of winning. The Competition Producer reserves the right, but shall not have any obligation, to award additional prizes at its sole and absolute discretion. The winner(s) of each prize (monetary or otherwise) shall be solely responsible for all taxes of any kind imposed by any federal, state, local or other taxing authority. If any winning film is submitted as a collaborative effort by more than one (1) individual, the prize for that film will be awarded to the Contestant named in the user application which submitted such film.

4. SELECTION OF WINNERS:

The overall winner and category winners will be determined by (1) popular rating and (2) Competition Producer Judging.

(1) Popular Rating: All films approved by the Competition Producer, at its sole discretion, that were properly and timely submitted and received by Competition Producer will be available for viewing on <http://www.bemoneysmart.org> beginning **April 1, 2010**. Visitors to the web site (herein referred to as the "Competition Audience") **are then invited to rate each film on a scale of 1 to 5**

(5 being the best). Each visitor to the web site will be allowed to rate each film one (1) time. Competition audience rating will conclude on April 30, 2010.

(2) Competition Producer Judging: The films as of the April 30, 2010, rating deadline will then be reviewed by the Competition Producer judges for final selection of winners.

Winners will be notified by phone and their names will be posted www.bemoneysmart.org

5. ELIGIBILITY:

The Competition is open only to legal residents of the 50 United States and the District of Columbia who are eighteen (18) years old or younger. The Competition Producer reserves the right to deny entry and/or remove an entry from the competition if the Competition Producer comes to believe or suspect that a Contestant resides in a state that prohibits or discourages participating in a contest of this nature. Employees of any companies that sponsor the Competition are not eligible to enter the contest. Employees, officers and representatives (and members of their immediate families and those living in the same household of each) of the Competition Producer, its parents, subsidiaries and affiliated companies, or any advertising and promotion agencies and any company involved in the design, execution or production of this Competition ("Competition Entities") are ineligible.

6. GENERAL:

If, for reasons beyond the Competition Producer's control (including, without limitation, tampering or computer virus infection, insufficient video submission, acts of God, etc.), the Competition is not capable of running as originally planned, the Competition Producer, at its sole and absolute discretion, reserves the right to cancel or modify the Competition, without liability, and, to the extent feasible, will either (a) return the Submitted Films, or (b) conduct a modified Competition allowing Contestants the option of participation.

The Competition Producer will not be responsible for Films that are lost, late, misdirected, corrupted, damaged or otherwise technically unsuitable for viewing, or for Internet, computer hardware and software, phone and other technical errors, malfunctions, and delays. Entries are void if they contain typographical or other errors. Entries that are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with the Rules or the Online Entry Form are also void. Potential winners may be required to complete an Affidavit of Eligibility and a Liability/Publicity Release (unless prohibited by law). The Affidavit and Liability/Publicity Release must be returned within five (5) days of receipt of these documents. Potential winners will also be required to send a copy of their passport, driver's license, birth certificate or

other appropriate documentation (acceptable to Competition Producer) as proof of age. Potential winners will be required to provide copies of properly executed and valid talent release forms for all individuals appearing in their Submitted Films. Non-compliance with any of these requirements may result in disqualification, in which case an alternate winner may be chosen. Return of prize notification or Affidavit/Release as undeliverable will result in disqualification and an alternate winner may be selected. All Contestants agree to comply fully with each provision in these Rules and the Entry Form. In the event that a Contestant is identified as an eligible winner, but refuses to sign any and all documents, releases, waivers, and permissions presented by the Competition Producer prior to the eligible winner receiving the available prize, the Competition Producer shall have the unlimited right to either 1) select a different winner and award the available prize to the newly selected winner or 2) award the available prize to no Contestant.

Any person attempting to defraud or in any way tamper with this Competition or manipulate the voting, and any person who does not comply with the Rules or the Online Entry Form will be ineligible for any prize(s) and may be prosecuted to the full extent of the law.

EACH CONTESTANT ACKNOWLEDGES AND AGREES THAT THE COMPETITION PRODUCER MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH OR IN ANY WAY RELATED

TO THE COMPETITION. EACH CONTESTANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THERE IS NO GUARANTEE OF ANY PRIZE TO EACH CONTESTANT AND THAT THE COMPETITION PRODUCER IS NOT OBLIGATED TO AWARD ANY PRIZES EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE COMPETITION PRODUCER HEREBY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW (A) ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND AVAILABILITY OF THE CONTEST; AND (B) ANY DUTIES OF REASONABLE CARE, WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE IN CONNECTION WITH THE COMPETITION, ANY SUBMISSION PACKAGES, OR RELATED ITEMS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, THE COMPETITION PRODUCER DISCLAIMS ANY WARRANTIES OF ON-INFRINGEMENT, TITLE OR QUIET ENJOYMENT IN CONNECTION WITH THE COMPETITION.

7. RIGHT TO USE YOUR WORK AND INFORMATION ABOUT YOU:

Entries and all other submitted material become the property of the Competition Producer and will not be acknowl-

edged or returned except as expressly provided herein.

By submitting an entry:

(a) you represent and warrant that the Film you submit is wholly original, not previously published or viewed online and does not incorporate or include anything that is owned by any third party or would require the consent of any third party, and each Film you submit (and the use of the Film in the Competition and as otherwise contemplated herein) does not violate any copyright, literary, musical, dramatic, artistic, trademark, contract, privacy or publicity right or any other right (including, without limitation, droit moral or any comparable rights) of any third party; (b) you agree that each film you submit shall be a “work made for hire”, and grant the Contest Producer all right, title and interest by way of Exclusive License to use the film or any portion of the film in any way that the Contest Producer sees fit, which unlimited license shall include the right to screen, stream, sell, promote, distribute, sublicense, use and advertise in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world. The rights granted under this paragraph shall extend to the Competition Producer, its members, its customers and its affiliated companies with respect to all entries and all other submitted materials related to the Competition, including those submitted by non-winners and winners. By submitting any film, you grant to the Contest Producer and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, image,

address (city and state), e-mail address, voice, biographical information, all Submitted films you submit and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Competition Producer and its affiliated companies and their respective products or 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 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 the Competition Producer and its affiliated companies with respect to all Contestants, including non-winners and winners. The Competition Producer and its affiliated companies, however, do not have any obligation to use the winning films for any purpose other than those stated herein, but may at their discretion, publish, distribute or sell the winning film.

8. RELEASE OF LIABILITY AND ISSUES OF LAW:

By filling out the Online Entry Form (or part thereof) or establishing an account on the competition web site, you release the Competition Producer, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this promotion from any and all liability with respect to,

and in any way arising from, participation in this Competition and acceptance or use of prizes. You also agree that the Competition Producer, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this Competition are not responsible or liable for any injury or damage to you or a third person's computer related to or resulting from the Competition, the films and/or any prizes. The Competition Entities 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 a person's participation in the Competition or downloading of information in connection with the Competition. The Competition Producer reserves the right to modify or cancel the Competition in the event that any portion of any web site used to administer any aspect of the Competition becomes technically corrupted. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER THE COMPETITION PRODUCER NOR ANY OF THE COMPETITION PRODUCER'S affiliates, partners, subsidiaries, officers, directors, agents, employees or any entities associated with the development and execution of this Competition WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF PRIVACY OR FOR FAILURE TO MEET ANY DUTY, INCLUDING, WITHOUT LIMITATION, ANY DUTY OF GOOD FAITH, LACK OF NEGLIGENCE OR OF WORKMANLIKE EF-

FORT) OR ANY OTHER INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO THE CONTEST, OR TO ANY BREACH OF THE RULES, EVEN IF THE CONTEST PRODUCER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. By submitting the Entry Form (or part thereof), you agree to indemnify and hold the Competition Producer, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this Competition harmless from any loss, liability, damage, obligation, claim, demand, fees, expenses or costs, including, without limitation, reasonable attorneys fees, arising out of or related to (a) any material included in any film submitted by you, (b) any violation by you of any of the Rules, (c) any violation of the rights (including, without limitation, any intellectual property or other rights) of any third party caused by or related to any film submitted by you. All federal, state and local laws and regulations are applicable. ANY AND ALL DISPUTES RELATED TO THE COMPETITION SHALL BE RESOLVED BY BINDING ARBITRATION IN PROVO OR SALT LAKE CITY, UTAH. ALL SUCH DISPUTES SHALL BE RESOLVED IN ACCORDANCE WITH THE COMMERCIAL RULES AND PROCEDURES OF THE

AMERICAN ARBITRATION ASSOCIATION. THE LAWS OF THE STATE OF UTAH (EXCLUSIVE OF ITS CONFLICT OR CHOICE OF LAWS PROVISIONS) SHALL GOVERN THE CONTEST. The Competition is void where restricted or prohibited by law.

9. WINNERS:

Competition winners' names will be available at <http://www.bemoneysmart.org> **on or before May 19, 2010.**

10. COMPETITION PRODUCER:

Utah Community Credit Union
188 West River Park Drive
Provo, Utah 84604

Contact: **Kevin Banks**
801 223 7745
bemoneysmart@uccu.com

Good luck & happy filming!

