

State Fire Marshal's Office Fire Prevention Video Contest

OFFICIAL CONTEST RULES

IMPORTANT DATES:

- 1) Submission deadline: September 30, 2016
- 2) Judging: October 3-7, 2016
- 3) Winners announced: October 10, 2016

VIDEOS WILL BE JUDGED ON THE FOLLOWING CRITERIA:

- 1) Effectiveness in highlighting and accurately presenting safety tips
- 2) Creativity and originality of content selection and presentation
- 3) Potential of public appeal and interest

PRIZES WILL BE AWARDED BY KIDDE:

- 1) Grand Prize Winner will receive a \$500 check
- 2) Second Place Winner will receive a Kidde RemoteLync Home Monitoring Device (\$99 estimated value) and a Kidde RemoteLync Wifi Camera (\$199 estimated value).

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. THIS CONTEST IS SUBJECT TO ALL RULES SET FORTH BELOW AND APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. VOID WHERE PROHIBITED.

HOW TO ENTER THE CONTEST:

- 1) Visit the Contest webpage at www.tn.gov/firecontest.
- 2) Download one or both of the two approved safety jingles available on the website.
- 3) Create an original fire safety video that features one or both of the jingles and upload it to YouTube. The video should pertain to the fire safety topic described in the lyrics of the jingle(s) that you choose. Videos may be in color or black-and-white, and can be live action or animated, serious or funny. The video can be no more than one (1) minute in length and should portray accurate fire safety information such as that found on the [Tennessee State Fire Marshal's Office website](http://www.tn.gov/firecontest) or the [National Fire Protection Association's website](http://www.nfpa.org). Please note that videos featuring the use of consumer fireworks or the irresponsible and unsafe use of real fire will be disqualified.
- 4) Complete and submit via [email](mailto:firecontest@tn.gov) to the State Fire Marshal's Office a contest entry form that includes a working link to your video. If anyone other than yourself appears in the video, you will need to submit their name and signature on page 3 of the entry form.

The contest is open to both individuals and groups. Groups, however, must select just one person to be designated and listed as the participant on the entry form. By submitting an entry, the Entrant expressly acknowledges compliance with these Official Contest Rules, including all eligibility requirements listed below.

LIMIT ONE (1) ENTRY PER PERSON FOR THE DURATION OF THE CONTEST. SUBSEQUENT ENTRIES SUBMITTED ARE VOID.

Eligibility: Except where regulated or restricted by law, the State Fire Marshal's Fire Prevention Video Contest ("**Contest**") is open to all legal residents of Tennessee.

Employees of the Tennessee Department of Commerce & Insurance and the State Fire Marshal's Office ("**Department**") and their immediate families and household members, are eligible to enter the Contest, but are not eligible to win.

A minor (for these purposes, a person under 18 years of age) submitting an entry must receive his/her parent/legal guardian's permission and include his/her parent's/guardian's signature, name, and a daytime telephone number on the Entry Form.

Submission deadline: Contest ends at 11:59 p.m. on September 30, 2016 ("**Submission deadline**"). Videos must be received by the Submission Deadline in order to be eligible for the Contest. Any entry received prior to or after the Submission Deadline will be void.

Conditions of Submission: Videos submitted as part of this Contest must be created by the Entrant and must feature and convey an accurate safety message related to either one or both of the two approved State Fire Marshal's Office jingles. Videos may be in color or black-and-white. Videos can be live action or animated, serious or funny. Videos featuring the use of consumer fireworks or the irresponsible and unsafe use of real fire will be disqualified. Videos must not have been previously submitted, distributed, aired or have won any other award in any other competition. Any video which the Department, in its sole opinion, deems to be inappropriate for publication will not be considered, and the corresponding Entrant will be disqualified from the Contest. By submitting an entry, each Entrant represents and warrants that: (i) his/her video is the sole and original creation of the Entrant and has not been copied in whole or in part from any other work; (ii) the entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy) or entity; (iii) the entry is the sole and exclusive property of the Entrant; and (iv) the subject(s) and/or persons depicted in the video have given consent to its submission into the Contest and its use as contemplated by these Official Contest Rules. **Please do not submit videos that contain depictions of other third party artistic works, copyrights, trademarks/tradenames, logos, or similar brand identifying marks. For example, any clothing worn by persons appearing in your video must not contain any visible logos, trademarks, or other third party materials, unless the necessary permissions/licenses have been obtained or such material has been blurred out.** All such entries will be disqualified. By entering, each Entrant warrants and represents that the entry is his/her own original work, has not been previously licensed, transferred, or published, that Entrant owns or otherwise controls all of the rights to entry materials, and each Entrant unconditionally assigns and transfers to Department all worldwide rights, title, interest and claim, which he or she now has or may in the future have to their entry or any element(s) thereof, including but not limited to all intellectual property rights and each Entrant hereby waives all rights he or she has or may have in their entry or any element(s) thereof. All entries become the property of Department and will not be returned. By entering, each Entrant further warrants and represents that he/she has received all rights which may be necessary from any person or entity depicted in the video to grant this assignment and transfer of rights. All submissions must be in English or have English subtitles.

Submission of an entry is not an indication that the entry has won a prize or is otherwise eligible for a prize. Submission of an entry grants Department the right to use, publish, adapt, edit, and/or modify such entry in any way, in whole or in part, and to use such entry alone or in combination with other works, as solely determined by

Department, in commerce and trade and in any and all media now known or hereafter discovered, worldwide, including but not limited to the www.tn.gov web site, or any of the Tennessee Department of Commerce & Insurance's social media sites (including, but not limited to Facebook, Instagram, Flickr, and Twitter), without limitation or compensation to the Entrant and without right of notice, review or approval of any such use of the entry. Submission of an entry further constitutes the Entrant's consent to irrevocably assign and transfer to the Department any and all worldwide rights, title and interest in and to the entry, including but not limited to all intellectual property rights. Prior to awarding any prize, the Entrant must agree to the terms of these Official Contest Rules and to sign and return any Affidavit, Liability, and Publicity Releases as may be required by the Department.

Void Submissions: Submissions that are deemed by the judges, in their sole discretion, to be offensive, immoral, obscene, profane, defamatory, not in keeping with the image of the Department, or in violation of these Official Contest Rules will be void. Further, all submissions that contain copyrighted or other proprietary materials for which the Entrant has not obtained appropriate assignment of rights, as well as any content which disparages or portrays the Department in a negative light, or otherwise violates these Official Contest Rules will be void. Furthermore, Department is not responsible for lost, incomplete, stolen, damaged, garbled, corrupt, illegible, late, or unintelligible entries, or for printing or other errors appearing in these rules or other Contest materials, misprints or errors in other Contest-related information, garbled communications, technical or mechanical malfunctions, or other malfunctions, problems or errors, whether caused by equipment, programming used in this Contest, processing errors, human errors or otherwise. Department reserves the right, at its sole discretion, to void any entries from Entrants whom Department believes have attempted to tamper or have tampered with the administration, security, or fairness of this Contest.

JUDGING

The Department's judges will choose the winning videos based on the following criteria:

1. Effectiveness in highlighting and accurately presenting safety tips
2. Creativity and originality of content selection and presentation
3. Potential of public appeal and interest

Limit one prize package per Entrant. The Grand Prize Winner will be the video that achieves the highest overall score from all judges' scores and the Second Place Winner will be the video that achieves the second highest overall scores from all judges' scores. In the event of a tie, the entries involved will be re-judged by an additional judge who will serve as a tiebreaker and who will evaluate entries according to criteria listed above. The judges' decisions will be based upon the criteria described in these Official Contest Rules and in the exercise of their own judgment. All decisions by the judges will be final.

Prizes: The following prize package will be awarded by Kidde to the winning entrants: Grand Prize Winner will receive a \$500 check; Second Place Winner will receive a Kidde RemoteLync Home Monitoring Device (\$99 estimated value) and a Kidde RemoteLync Wifi Camera (\$199 estimated value). Limit one prize package per Entrant.

Odds: The odds of winning depend on the number of eligible entries received during the Entry Period and the quality of the entry.

Prize Delivery: Arrangements for prizes to be distributed will be made once a winner has been verified. If any prize is unclaimed, if any prize correspondence or prize is returned as undeliverable, or if a winner is found ineligible or not in compliance with these Official Contest Rules, the prize will be forfeited and an alternate winner may be selected, at Department's option and sole discretion. All federal, state, and local taxes, and all other costs associated with

acceptance or use of the prizes are the sole responsibility of the winners. Winners may waive their right to receive a prize. All Contest prizes are non-transferrable, non-exchangeable, and nonrefundable, and must be accepted by the winner as awarded. Winners agree that the Department shall not be liable for injury, loss, or damage of any kind resulting from participation in this Contest or from the acceptance or use of the prizes awarded.

Conditions: Winners will be announced by the State Fire Marshal's Office in October 2016 (date subject to change). Contest winners and their winning videos will be posted online at www.tn.gov/fire within 15 days after the conclusion of the Contest. Winners will also be notified by phone, mail, or email within 15 days after the end of the Contest. Except where prohibited, the winner may be required, at Department's election, to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release"). The winner will have seven business days from the date of receipt to complete, sign, and return to Department the Affidavit/Release. If the Affidavit/Release is not returned within seven days or if the winner is found to be ineligible or not in compliance with these Official Contest Rules, at the election of the Department, the winner will forfeit the prize awarded and an alternate winner may be selected.

Applicable Law: This Contest is governed by the laws of the state of Tennessee without regard to any choice of law provisions. By entering, Entrants consent to the jurisdiction and venue of the federal, state, and local courts of Tennessee.

Privacy: Entrants understand that the Tennessee Department of Commerce & Insurance is a governmental entity and as such is governed by the Tennessee Public Records Act. Any submission may be a public record subject to inspection or copy by any Tennessee citizen. Additionally, winning Entrants' names will be disclosed on the State Fire Marshal's Office website and to the public in general.

Release: Except where prohibited, by accepting prize, the winner grants permission for Department and its agents to use his/her name, video, voice and/or likeness, for advertising, promotion and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

Limitation of Liability and Remedies: THE DEPARTMENT SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CONTEST, ANY SUBMISSION OR USE OF THE SUBMISSION, OR ANY CONTENT EMBODIED THEREIN, INCLUDING WITHOUT LIMITATION ANY LIABILITY, LOSS, INJURY OR DAMAGE TO ENTRANT OR ANY OTHER PERSON OR ENTITY, INCLUDING PERSONAL INJURY OR DEATH, OR DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF ENTRANT'S ENTRY IN THIS CONTEST, THE USE OF ANY SUBMISSION, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE.

Department assumes no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged, or incomplete entries or submissions, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures or malfunctions of any kind.

Safety Considerations: Your own personal safety and the safety of your cast, crew, and others involved with the production of an original video must be maintained. Do not endanger anyone during the production of your video. The use of consumer fireworks or the unsafe use of real fire should not be featured in the video. Avoid submitting video that contains personal identification such as license plate numbers, personal names, email addresses or street addresses. If you are shooting your video in a public place, seek permission, take all appropriate health and safety precautions, and follow all applicable health and safety rules and regulations. Failure to maintain proper safety measures and safety rules may, in Department's sole discretion, result in the disqualification of the Entrant's video.

Indemnification: By entering this Contest, each Entrant agrees to release, discharge, and hold harmless the Department, its officers, directors, employees, agents, and representatives from any claim or liability arising from or related to the submission of a video and/or the use of the video, and, if a winner, any prizes awarded by Department in connection with this Contest (including, without limitation, the receipt and/or use of said prizes).

Official Contest Rules: The Contest will be run in accordance with the Official Contest Rules, subject to amendment by Department. Entrants must comply with the Official Contest Rules and will be deemed to have received and understood the Official Contest Rules by participating in the Contest. The terms of the Contest, as set out in the Official Contest Rules, are not subject to amendment or counter-offer, except as set out herein. Department's decisions with respect to the Contest are final and binding. If any provisions of the Official Contest Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Department reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Department's failure to enforce any terms of these Official Contest Rules will not constitute a waiver of that provision. Neither Department nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Contest, except as expressly set forth in these Official Contest Rules. Department reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the web site, and/or the legitimate operation of the Contest; to violate the Official Contest Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, including tampering, fraud, or any other causes beyond the control of Department, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Contest, Department may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Contest (or any portion thereof); (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Contest Rules; or (c) award the prize from among the eligible, non-suspect entries received up to the time of the impairment.

Winner Announcement: For the name of prize winners, please visit www.tn.gov/fire after October 15, 2016, or mail a self-addressed, stamped #10 envelope to be received after October 15, 2016 to: Winners' List Request, State Fire Marshal's Office Fire Prevention Video Contest, 500 James Robertson Parkway, Nashville, TN 37243.

Department: The Contest is sponsored by the State Fire Marshal's Office, a division of the Tennessee Department of Commerce & Insurance, 500 James Robertson Parkway, Nashville, TN 37243. Note: All Entrants are required to agree to a release that, among other things, transfers all right, title, and interest in the submitted videos to Department.