

Contest Rules

SPONSOR: This Contest is sponsored by Planned Parenthood of the Heartland, Inc., 1171 7th Street, Des Moines, IA 50314

SUBMISSION PERIOD: The Contest begins on November 1, 2009. Entries will be accepted until 11:59 p.m. Central Time on November 30, 2009.

HOW TO ENTER: Send your poem/song lyrics/music video to banana@ppheartland.org. Your entry should be accompanied by the following information about you:

- First and last name,
- E-mail address,
- Phone number,
- Mailing address,
- City of residence (if different from mailing address),
- Name of school (if applicable)
- How you heard about the contest

AGE AND OTHER ELIGIBILITY: Up to three (3) people may work as a team to create the entry. Contest is open to legal residents of the fifty (50) United States or the District of Columbia, 18 years or older, at the time of entry.

Officers, Directors and Employees of Planned Parenthood of the Heartland, and their parents, children and siblings are not eligible to enter.

PRIZE(S): The Contest Winner will receive one (1) iPod nano with video, and will be credited as the producer of the entry. If the winning entry was created by more than one person (with a maximum of three people), up to three (3) iPod nanos with video will be awarded so each participating member of the winning entry's team receives one.

CONTENT GUIDELINES:

- All entries must be original work of the participant. Any entry that is not the original work of the participant will be disqualified. Any contestant that violates copyright protections in entering this contest will be disqualified.
- You are free to use any reasonable media to convey your poem/song lyrics/music video, including poetry or music lyrics submitted in the body of the e-mail, Word or pdf formats; and videos in H.264, MPEG-2 or MPEG-4 formats no larger than 2GB and no longer than 10 minutes.
- Your message should focus on encouraging people to get tested for sexually transmitted infections (STIs) if they are sexually active. Additional messages about safer sex, condom use, healthy relationships and general health are encouraged.
- Any medical information presented must be scientifically accurate.
- Your entry can advocate government action, such as increasing the amount of funding for STI testing, but may not ask viewers to contact government officials in support of specific or proposed legislation.
- Entries that are lewd, obscene, pornographic, disparaging of Sponsor or affiliated entities or otherwise contain objectionable material may be disqualified and removed from the campaign.
- No entries will be placed on the Web site of the Sponsor until it has received Sponsor approval.

JUDGING: All entries will be judged by the Marketing Department of Planned Parenthood of the Heartland. Each entry will be scored, with 50% of the score based on theme and accuracy of the message, and 50% based on creativity. Final judging may be made public on Planned Parenthood of the Heartland's Facebook page or YouTube channel.

SELECTION OF THE WINNER: The Winner will be selected by December 15, 2009, and notified using the contact information provided in the entry.

Please read the following carefully. By entering this contest you represent that you agree to these rules and agree to be bound by this contract between you and Planned Parenthood of the Heartland.

Planned Parenthood of the Heartland Get Tested Poetry/Song/Music Video Contest Agreement

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. WHO MAY ENTER:

All entrants must meet the following qualifications:

- Be at least 18 years of age at the time of entry.
- Be a citizen or legal resident of the United States.
- Not be employed by Planned Parenthood of the Heartland.
- Not be the child, parent, or sibling of an employee, director, or officer of Planned Parenthood of the Heartland.
- Not be a member of the same household as an employee, director or officer of Planned Parenthood of the Heartland.

By participating in the Campaign, each participant represents and warrants that he or she meets the eligibility requirements and acknowledges that failure to meet all eligibility requirements will disqualify participant from the Contest.

2. HOW TO ENTER

Submit an original poem/song lyrics/music video via e-mail to banana@ppheartland.org between 12:00 a.m. Central Time, November 1, 2009, and 11:59 p.m. Central Time, November 30, 2009. The entry must be in a file attached to the e-mail. The entry or the e-mail it is attached to must contain the entrant's First and Last Name, Mailing Address, E-mail Address, Phone Number, City of Residence (if different from mailing address), Name of School (if applicable) and how the contestant heard about the contest.

All Submissions are final, and a submission may not be withdrawn except as specified in this agreement.

3. CONTENT GUIDELINES

Submissions must not include material that (a) is sexually explicit, indecent, obscene, unnecessarily violent, hateful, tortious, defamatory, slanderous or libelous, (b) is derogatory, designed to harass or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) infringes on copyright, trademark, or any other intellectual property rights of any third party, (f) is, either in whole or in part, the work of any person other than the Entrant, and/or (g) is disparaging to Planned Parenthood or to any Planned Parenthood affiliate.

By making a Submission, each entrant warrants and represents that they have all rights to the Submission, and that neither Entrant's nor Planned Parenthood of the Heartland's use of the submission is in violation of any copyright, trademark, or other intellectual property rights held by any third party. Each Entrant further warrants that all of his/her Submissions comply with the content guidelines outlined in this section.

Parent's permission is required to post pictures of children on the Internet.

4. USE OF SUBMISSIONS:

By entering this contest, Entrant agrees to grant Planned Parenthood of the Heartland unlimited, unrestricted, irrevocable license to use the Submission in perpetuity. Planned Parenthood of the Heartland agrees to credit the Entrant as the creator of the work where applicable.

By entering the contest, the Contest Winner agrees to transfer to Planned Parenthood of the Heartland full ownership of the Submission and any copyright associated therewith.

5. **YOUR USE OF YOUR SUBMISSIONS:**

Participants may post and distribute Submissions as they choose (e.g., on your Web sites, profile pages or portfolios); provided, however, that if Submission includes any content for which Planned Parenthood or any Planned Parenthood Affiliate holds intellectual property rights, any required copyright notices must be included and the license to use the content is subject to your strict compliance with the Official Contest Rules.

Planned Parenthood of the Heartland agrees to grant the Contest Winner license to use the winning Submission in accordance with the provisions of this section.

6. **SELECTION OF WINNER:**

The Contest Winner will be selected on or before December 15, 2009. The Winner will be notified by mail, e-mail or telephone, using the contact information provided by the Winner at the time that the Winner entered the winning Submission.

The Winner will be selected by the Marketing Department of Planned Parenthood of the Heartland. All Submissions will be scored, 50% of the score will be based on the theme and accuracy of the message conveyed by the Submission, 50% of the score will be based on the creativity of the Submission. Final judging may be made public on Planned Parenthood of the Heartland's Facebook page or YouTube channel.

7. **PRIZES:**

The Contest Winner will receive one (1) iPod nano with video, and will be credited as the producer of the entry. If the winning entry was created by more than one person (with a maximum of three people), up to three (3) iPod nanos with video will be awarded so each participating member of the winning entry's team receives one.

Planned Parenthood of the Heartland will not replace any lost or stolen Prizes. Prizes cannot be redeemed for cash, equivalents or substitutions. All Prizes are awarded "AS IS" and without warranty of any kind, express or implied, (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prizes will only be shipped to the 50 United States and the District of Columbia.

Contest Winner acknowledges that the winning Submission will be publicly displayed, broadcast, duplicated, manufactured, provided for sale, etc., and that ownership of the winning Submission and any copyright associated therewith will immediately transfer to Planned Parenthood of the Heartland upon any attempt by Planned Parenthood of the Heartland to notify the Contest Winner that his or her Submission is the winning Submission. The Prize will be the sole payment for this transfer of ownership, and the Contest Winner will have no other claim for payment based on the transfer of ownership of the winning Submission.

Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive.

8. **WINNER NOTIFICATION, ELIGIBILITY AND PRIZE CLAIMING:**

Each Winner will be notified within one month of the Contest judging. To the extent permitted under applicable law, in order to claim the Prizes the Contest Winner may be required to sign and return an Affidavit of Eligibility, a Liability Release, a Publicity Release and other documentation that Planned Parenthood of the Heartland may require.

As a condition to claiming the prize, when a Winner is contacted he/she will have fourteen (14) days within which to respond to the notification. If the participant fails to return the notification within fourteen (14) days he/she will be disqualified, his/her prize will be forfeited, and an alternate potential Winner will be selected. If a potential Winner cannot be reached after fourteen (14) days, he/she is found to be ineligible, he/she cannot or does not comply with these Official Contest Rules, or if a Prize or Prize notification is returned as undeliverable, such potential Winner will be disqualified, and an alternate Contest Winner will be selected using the same criteria used to select the original

Winner. Upon selection of an alternate Contest Winner, the original Contest Winner will no longer be eligible to receive any Prizes. Planned Parenthood of the Heartland will not have liability for any Winner notification that is lost, damaged, intercepted or not timely received or returned by the potential Winner for any reason.

Contest Winner may be subject to a background check. Planned Parenthood of the Heartland may disqualify any Contest Winner if a background check reveals activities that are inconsistent with Planned Parenthood's mission, image, or accumulated goodwill.

9. PUBLICITY RELEASE:

Subject to applicable law, the Contest Winner irrevocably grants Planned Parenthood of the Heartland the right to use his/her name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in all forms of media (now and hereafter known), worldwide in perpetuity, without any obligation or consideration except for the awarding of the Prize to the Winner. Participants agree not to issue any publicity concerning Planned Parenthood of the Heartland.

10. TAMPERING WITH CONTEST:

Planned Parenthood of the Heartland is not responsible for the actions of participants in connection with the Contest, including participants' attempts to circumvent the Official Contest Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Any attempt to cheat the Contest, as found by Planned Parenthood of the Heartland, may result in immediate disqualification of the Entrant, as well as other possible consequences, including disqualification from any and all existing and future contests. Any attempt by a person to damage any Web site or to undermine or interfere with this contest may be a violation of civil and criminal laws. In the event of such damage, interference, or other non-compliance with this agreement, Planned Parenthood of the Heartland reserves the right to pursue all legal and equitable remedies to the fullest extent permitted by law. Planned Parenthood of the Heartland reserves the right to disqualify any individual who is found to be, or reasonably suspected of, acting in violation of these Official Contest Rules, or to be acting in an un-sportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

11. INDEMNITY:

The Entrant and Planned Parenthood of the Heartland agree to indemnify, defend, and hold each other, their officers, directors, employees, agents, heirs, successors, and assigns harmless from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs or expenses which arise out of, or are associated with fulfilling this Agreement, or the inaccuracy or breach of any of the covenants, representations or warranties made in this Agreement, except to the extent such claims, demands, causes of action, liabilities, losses, damages, costs or expenses are due to the negligence, willful misconduct, or omissions of the Entrant or Planned Parenthood of the Heartland, its agents or employees regarding the duties and obligations of the Entrant or Planned Parenthood of the Heartland under the Agreement.

12. SUSPENSION / MODIFICATION / TERMINATION:

In the event Planned Parenthood of the Heartland is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within their control (each a "Force Majeure" event or occurrence), Planned Parenthood of the Heartland shall have the right to modify or terminate the Contest. Planned Parenthood of the Heartland reserves the right to terminate the Contest at any time prior to notifying the Contest Winner of his/her selection as Winner. If the Contest is terminated, Planned Parenthood of the Heartland shall post a notification of such termination on its Web site for a period of not less than thirty (30) days.

Planned Parenthood of the Heartland reserves the right to alter the Contest Rules, without limitation, with alterations effective immediately upon posting to the Planned Parenthood of the Heartland Web

site. Any Entrant shall have the right to withdraw his/her Submission within seven (7) days after posting of any such alterations. Failure to withdraw a Submission within seven (7) days of any such alterations shall be deemed to be acceptance of the alterations by the Entrant.

13. GOVERNING LAW

The laws of the state of Iowa shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

14. DISPUTES /REMEDIES

In the event that this agreement is breached by either party, the other party shall give notice of the breach to the breaching party. Each party agrees that the breaching party shall have thirty (30) days to cure any breach before the breach becomes actionable and/or subject to any legal or equitable remedy.

The Entrants acknowledge that Submissions provided under this Agreement and the rights and privileges granted to Planned Parenthood of the Heartland under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law. The Entrant expressly agrees that Planned Parenthood of the Heartland shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement.

15. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

16. WAIVER

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

17. HEADINGS

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

18. ENTIRE AGREEMENT

This document constitutes the entire understanding and agreement of the parties, and its terms shall be controlling if contradicted by the terms of any prior agreement between the parties.