

SmartyPig's "Dream Big" Video Contest

OFFICIAL RULES



COMMON TERMS USED IN THESE RULES:

- These are the official rules that govern how the SmartyPig "**Dream Big**" Contest promotion will operate ("Contest").
- In these rules, "we," "our," and "us" refer to SmartyPig, the sponsor of this Contest. "You" refers to an eligible Contest entrant.

CONTEST DESCRIPTION:

This is a skill-based Contest. The object of this Contest is to videotape yourself telling us about the dreams you're saving for with SmartyPig. For purposes of this Contest, each video you create and submit in the Contest will be called an "entry." All eligible entries received will be judged using the criteria described below to determine the winners of the prizes described below.

WHAT ARE THE START AND END DATES?

This Contest consists of two periods, an Entry Period and a Voting Period.

- The **Entry Period** starts at 9:00 a.m. Central Time (CT) on September 24, 2009, and ends at 9:00 a.m. CT on October 5, 2009.
- The **Voting Period** starts at 9:00 a.m. Central Time (CT) on September 24, 2009, and ends at 9:00 a.m. CT on October 12, 2009.

Entries must be received during the Entry Period to be considered eligible.

CAN I ENTER?

You are eligible to enter this Contest if you meet the following requirements at time entry:

- **You are** 18 years of age or older at the time of entry.
- **You are NOT** a resident of the province of Quebec; **and**
- **You are NOT** a resident of any of the following countries: Cuba, Iran, North Korea, Sudan, and Syria.
- **You are NOT** an employee of SmartyPig or an employee of a SmartyPig subsidiary; **and**
- **You are NOT** involved in any part of the administration and execution of this Contest; **and**
- **You are NOT** an immediate family (parent, sibling, spouse, child) or household member of a SmartyPig employee, an employee of a SmartyPig subsidiary, or a person involved in any part of the administration and execution of this Contest.
- This Contest is void within the geographic area described above and wherever else prohibited by law.

WHAT CONSTITUTES AN ELIGIBLE ENTRY?

To be eligible for judging an entry must meet the following content / technical requirements:

- The video cannot exceed 90 seconds in length
- The video must be in compliance with YouTube.com terms of service

In addition:

- your entry must be your own original work; and
- your entry cannot have been selected as a winner in any other Contest; and
- you must have obtained any and all consents, approvals or licenses required for you to submit your entry; and

- your entry must not otherwise violate the rights of any other person by using their names, likeness or images without their express written consent.

Entries may **NOT** contain, as determined by us, in our sole and absolute discretion, any content that:

- is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda;
- is obscene or offensive;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, (other than the member of your family or community for which you have received consent) including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or violates any law;

We reserve the right to reject any entry, in our sole and absolute discretion, that we determine does not meet the above criteria.

HOW WILL MY ENTRY BE POTENTIALLY USED?

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you:

- are granting us an irrevocable, royalty-free, worldwide right and exclusive sub-license to: (i) use, review, assess, test and otherwise analyze your entry and all its content in connection with this Contest; (ii) feature your entry and all into content in connection with the promotion of this Contest in all media (now known or later developed); and (iii) utilize and sub-license your entry in whatever manor deemed appropriate by us, in the sole discretion of SmartyPig.
- agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
- understand and acknowledge that the Promotion Parties may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry;
- understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By entering this Contest, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;
- understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules

Please note that following the end of this Contest your entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website. While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

If you do not want to grant us these rights to your entry, please do not enter this Contest.

HOW DO I ENTER?

To enter, go to the Contest web site at: <http://www.youtube.com/smartypigdreams>, sign into your YouTube account, and upload your entry as instructed as a video response to the original contest announcement video.

We will only accept ten (10) entries per person; however, each entry must be substantially unique to be eligible.

We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason.

We will automatically disqualify:

- Any incomplete or illegible entry; **and**
- Any entries that we receive from you that are in excess of the entry limit described above.

WINNER DETERMINATION AND PRIZES

During the Voting Period, visitors will be invited to view and rate entries. On or around afternoon of October 13, 2009 the winner will be determined based on the following criteria:

- 33.3% - Total number of views
- 33.3% - User five star ratings
- 33.3% - SmartyPig judging panel (50% creativity / 50% originality)

The decisions of the judges are final and binding. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer winners than described above. In the event of a tie, a SmartyPig representative will break the tie based on creativity (50%) and originality (50%). The decision of the judge is final and binding. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer winners than the number of Contest Prizes described below.

Contest Prize

One (1) Grand Prize. A US \$2,500 SmartyPig gift card.

If you are a potential winner, we will notify you by sending a message to your YouTube user account provided at time of entry within seven (7) days following completion of judging. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award to a runner-up.

Five (5) Runners-up Prizes. A US \$500 SmartyPig gift card.

If you are a potential runner-up winner, we will notify you by sending a message to your YouTube user account provided at time of entry within seven (7) days following completion of judging. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award to a runner-up.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Contest. If you are a potential winner, we may require you to sign an Affidavit of Eligibility, Liability/Publicity Release and a W-9 tax form or W-8 BEN tax form within 10 days of notification. If you are a potential winner and you are considered a minor in your place of legal residence, we may require your parent or legal guardian to sign all required forms on your behalf. If you do not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, we may disqualify you and select a runner-up.

If you are confirmed as a winner of this Contest:

- You may not exchange your prize for cash or any other merchandise or services. However, if for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value; **and**
- You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we may award it to a runner up; **and**
- If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize; **and**
- If you are otherwise eligible for this Contest, but are considered a minor in your place of residence, we may award the prize to your parent/legal guardian on your behalf; **and**
- Unless otherwise noted, all prizes are subject to their manufacturer's warranty and / or terms and conditions.

WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING?

By entering this Contest you agree:

- To abide by these Official Rules; **and**
- To release and hold harmless SmartyPig and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest, or any prize won; **and**
- That SmartyPig's decisions will be final and binding on all matters related to this Contest; **and**
- That, by accepting a prize, SmartyPig may use your proper name and state of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law.

WHAT LAWS GOVERN THE WAY THIS CONTEST IS EXECUTED AND ADMINSTRATED?

This Contest will be governed by the laws of the State of Iowa, and you consent to the exclusive jurisdiction and venue of the courts of the State of Iowa for any disputes arising out of this Contest.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE CONTEST CAN'T RUN AS PLANNED?

If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Contest, we reserve the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Contest.

If you attempt to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Contest, so please play fairly.

HOW CAN I FIND OUT WHO WON?

We will post the name of the winners online at www.youtube.com/smartypigdreams and <http://blog.smartypig.com>. This list will remain posted until October 31, 2009.

WHO IS SPONSORING THIS CONTEST?

SmartyPig, LLC
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