

Video Contest Official Rules

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN.

1. **THE SPONSORS** The Lemur Week Video Contest (“Contest”) is sponsored by the Duke Lemur Center, located at 3705 Erwin Road, Durham, North Carolina 27705.

2. **ELIGIBILITY** The Contest is open to any Contestant who is ages 5 years of age or older. A Contestant shall be either (i) the creator of the work (“Creator”) and above the age of majority in the Contestant’s state of residence, or (ii) the parent or guardian of a minor Creator who is at least five years old. In the case of (ii), the person submitting the entry (“Entrant”) shall be understood to be making all statements, agreements, and representations on behalf of both her/himself and the minor Creator. Pronouns and other referents in these rules shall be read so as to make logical sense and apply all requirements to both the Entrant and the Creator, if different. Prizes shall be awarded to the Creator of record. Subject to the limits described in the Official Rules Contestants may submit more than one entry if they have developed more than one video. To be eligible to win a prize under this Contest, an individual— (1) Shall have registered to participate in the competition under these Official Rules for the Contest; (2) Shall have complied with all the requirements of the Official Rules; (3) Shall be a citizen or permanent resident of the United States; and (4) Shall not be an employee of the Duke Lemur Center or living in the same household

3. **HOW TO ENTER** The Contest is open from 12:00 AM Eastern Standard Time (“EST”) on March 29, 2015 through 11:59 p.m. EST on April 4, 2015. Entries must be submitted through the Contest Site at [<http://lemur.duke.edu/lemur-week-video-contest>]. The entry form must be completed, including (i) Entrant’s (and, if not the same person, the Creator’s) first and last name and email address (ii) the web link to the video on YouTube, and (iii) an indication of the category in which the entry is submitted (collectively referred to as “Entry Materials”).

4. VIDEO REQUIREMENTS The purpose of this Contest is to raise awareness of lemurs and their conservation and the role of the Duke Lemur Center in studying and protecting lemurs. Videos should promote that general purpose. In addition, Videos: • Must not be longer than 30 seconds and must be uploaded to the Entrant's (or Creator's) personal YouTube account with the term "#LemurWeek" in the video title; • Must be the Creator's own work product, and may not contain any third party material unless the Entrant has obtained all necessary rights to use that material; • Must not be unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contain explicit or graphic descriptions or accounts of sexual acts, or otherwise contain any other content that Sponsors deem to be objectionable; • Must not victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; • Must not contain an advertisement, solicitation, or other commercial content; • Must meet all terms of these Official Rules; • Must not have been previously entered into any other video contest, regardless of previous contest outcome, or published in any medium.

Categories are based on school grade level and a category for adult submissions: Grade K-5, 6-8 and 9-12 and Adult. EACH CREATOR MAY ENTER ONCE. Any Entries submitted after the first one by any Creator will be disregarded and will not be considered by the Sponsors.

The Duke Lemur Center will provide images and video clips available for download on the contest website that Creators may incorporate into their submissions. The use of this content does not mean a better chance of winning a prize in any category. The Duke Lemur Center grants a non-exclusive license to Creators who submit videos to the contest to use its copyrighted images, videos and brand logos ONLY in videos submitted through the contest website and nowhere else.

5. JUDGING Judging will be conducted by Duke Lemur Center faculty and staff. Phase 1: Entry and Initial Review. All entries will be screened for compliance with these requirements before they are approved for entry into the Contest. The determination whether a Video is within the spirit of the Contest and consistent

with its purpose is in the Sponsors' sole discretion. Sponsors will notify any Entrant via email when the Video is accepted to be posted on the Contest Site, or alternatively tell Entrant that the Video was rejected for a failure to meet the Video Requirements. It may take several days for the Sponsors to provide this notice. Sponsors reserve the right to remove a Video from the Contest at any time if in their sole discretion they determine that the Video does not conform to the Contest requirements. Phase 2: Finalist Selection. After the close of the Contest entry period, all accepted Videos will be posted on the Contest Site for public viewing. Phase 3: Grand Prize Winner Selection. After Finalists are announced, the judges will select first, second and third place winners in each category.

6. PRIZES There will be three types of prizes awarded in the Contest: (1) Classroom - local, (2) Classroom - distance, (3) Individuals . The odds of winning will depend on the number of entries received. (1) Classroom – local Prize The Classroom – local Prize is for school classrooms that submit winning videos selected by the judges. The Prize is a Lemurs Live tour of the Duke Lemur Center for up to 30 participants. Approximate Retail Value is \$258. Sponsors reserve the right to substitute different items of equal or greater value. (2) Classroom – distance Prize The Classroom – distance Prize is for classroom submissions without the ability to visit the Duke Lemur Center on-site. The winning classroom – distance video will receive an Adopt-a-Lemur package for the class and a Virtual Tour of the Duke Lemur Center via web video chat. Approximate Retail Value is \$175. (3) The Individual Prizes The first place Individual Prize in each category is a Walking with Lemurs tour for 2 participants (aged 10 and up). Second place prizes will be an Adopt-a-Lemur package and third place prizes are a lemur swag bag. Approximate retail value of the Walking with Lemurs tour for 2 is \$190. Approximate retail value of the Adopt-a-Lemur package is \$100. Approximate retail value of the lemur swag bag is \$40. First place winners under the age of 10 (who cannot participate in the Walking with Lemurs tour) will receive Lemurs Live tour for up to 6 participants (approximate retail value of \$78.)

7. PRIZE WINNER NOTIFICATION/QUALIFICATIONS Finalists and prize winners will be notified by email. Winners will be sent and must execute and return, within three days of receipt of receipt, an affidavit of eligibility (including a warranty that the Video conforms with all Contest requirements), assignment of rights, liability waiver and publicity release ("Prize Documents"), which will include a grant of permission for their names, likenesses, and Videos to be displayed by the Sponsors in promotion of the Contest and for any other purpose. Winners must provide the Prize Documents to the Sponsors electronically, via the mechanism described by the Sponsors in the prize notification. The Prize Documents will also confirm the acceptance of the prize(s). Any prize may be forfeited or a potential winner disqualified if notification is returned as nondeliverable, or if a the winner is found to be ineligible or not in compliance with these Official Rules, does not respond within the time period specified, or cannot or is unwilling to execute all Prize Documents. In such event, an alternate winner will be selected. For the second and third place prizes, the alternate will be selected by the Judges from among eligible entries. For the first place Finalists, the alternate will be the entry receiving the second highest number of votes.

8. WARRANTY, INDEMNIFICATION, AND LIMITATIONS OF LIABILITY By participating in this Contest, to the extent permitted by law, Contestants agree to assume any and all risks and waive claims against Duke University and the Duke Lemur Center, contest sponsor and related entities. By participating in this Contest, Contestants agree to indemnify the University and Lemur Center and its sponsors against third party claims for damages arising from or related to Contest activities. By entering the Contest, Entrant warrants and represents that the Video submitted by Entrant is the original work of the Entrant (or Creator, if different), has not been previously published, and has not been submitted to any other contest whether or not it won a previous prize or award; that Entrant owns or otherwise has the legal right to use the Entry Materials and the Video submitted by Entrant (including the rights in any photographs, music or video clips included in the Video); that Entrant

has obtained permission from any person whose name or likeness is used in the Video; and that the Video including its publication by Sponsors on the internet or in any other medium will not violate any law, regulation or any right of any third party, including but not limited to rights of copyright, trademark, publicity and/or privacy. Further, each Entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsors, and/or the Judges which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsors and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including invasion of privacy, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entrant's Video, creation of a Video or submission of a Video, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of Video; and (c) indemnify, defend and hold harmless the Released parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an Entrant's participation in the Contest, the Video and/or entrant's acceptance, use or misuse of prize. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or used in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or 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; or (5) 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. If for any reason an Entrants submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another submission in the Contest. No more than the stated number of prizes will be awarded.

9. LICENSE/PUBLICITY By submitting an entry, Entrant agrees to Sponsors' and their agents' use of Entrant's (and Creator's, if different) Video, name, likeness, photograph, voice, opinions and/or hometown and state in any media, worldwide, without further payment, notice, or consideration, for any purpose. Entrant waives any right to royalties or other compensation related to use of the entrant's submission.

10. PERSONAL INFORMATION The Sponsors will be collecting personal information about Entrant when Entrant submits an entry into the Contest. The Sponsors will use and share this personal information in order to fulfill the requirements of the Contest in accordance with the Contest privacy policy and applicable law. For example, the Sponsors may share this personal information with the Judges, and will use it to contact Entrants and winners. Entrants' names and the title of their Video will be displayed on the Contest web site. Winners names may be provided to the public pursuant to paragraph 14 of these Official Rules. Entrant hereby consents to the Sponsors using the personal information of Entrant (and Creator, if different) in this manner.

11. PRIZE TERMS No prize transfer, assignment or substitution is permitted. All federal, state and local taxes, fees and surcharges on the prizes are the sole responsibility of the winners. If any prize is returned as undeliverable, the prize shall be forfeited and the Sponsors may select an alternate winner from all remaining eligible entries. The Sponsors and each of their respective affiliates, subsidiaries, employees, agents, officers and directors, advertising and promotion agencies, and their respective officers, directors, employees and their respective agents will not be liable for unsuccessful efforts to notify any potential winner.

12. ABILITY TO TERMINATE The Sponsors reserve the right to cancel, suspend, and/or modify the Contest, or any part of it, for any reason, at the sponsors' sole discretion. The Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules 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, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision

13. DISPUTES Entrant agrees that, to the extent permitted by law: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the local and federal courts at the discretion of Duke University's legal counsel; (iii) Sponsors' total liability arising out of this Agreement shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event shall Sponsors be liable for any participants' attorneys' fees; and (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. To the extent permitted by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance

with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of North Carolina. Any disputes with the United States shall be handled in accordance with federal law.

14. WINNERS LIST To obtain the names of winners, send an email to primate@duke.edu with "WINNERS" as the subject line. Winners lists will be sent after winners have been verified. DO NOT SEND ANY SUBMISSIONS TO THIS EMAIL ADDRESS.