



## **2017 Spellebrity Video Contest Official Rules and Terms of Participation**

The Scripps National Spelling Bee, the nation’s largest and longest-running educational promotion, and Kindle, the world’s leading reading device for book lovers everywhere, are joining up for the 2017 Spellebrity Video Contest (the “Contest”). This is a free contest and will be open to all U.S. students who have not passed beyond the eighth grade. Students will participate in the Contest, but for purposes of this Contest the parent/legal guardian submitting the entry on behalf of the team of students will be deemed an entrant (“Entrant”). Each Entrant agrees to be bound by the following rules.

### **Contest Overview**

The Contest will involve individuals or teams of up to four students (each, a “Team”) creating a video based on the theme: Spell out how to kindle a love of reading (the “Video”). The Teams will feature in their Videos three words useful to know for a spelling bee – words that may be learned through reading. The entry period for the Contest begins October 17, 2016, at 10:00 a.m. ET and runs through January 31, 2017, at 11:59 p.m. ET (“Entry Period”).

### **Eligibility**

In order to be eligible to participate in the Contest, each member of a Team (“Team Member”) must be a legal resident of one of the 50 United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, or Guam and must be currently enrolled as a full-time student in grades 1 through 8 (or equivalent) at a public, private, parochial, charter, virtual/online or home school as of the beginning of the Entry Period. Those U.S. citizens currently enrolled as full time students in grades 1 through 8 (or equivalent) at U.S. State Department and Defense Department dependent schools located internationally are also eligible. Any student participating in the national finals of the 2017 Scripps National Spelling Bee program is not eligible to vote for one of the five Finalist teams. Any student who participated in the Finalist competition in last year’s Spellebrity Video Contest is not eligible to participate in any level of the 2017 Spellebrity Video Contest. The Entrant must be 21 or older, the parent or legal guardian of a Team Member, and a legal U.S. resident. Any immediate family members or household members of Scripps National Spelling Bee, Inc. (“Administrator”), The E.W. Scripps Company, and Amazon Services LLC (“Sponsor”) employees, officers, directors, board members, or independent contributors are not eligible to participate as either a Team Member or an Entrant. “Immediate family members” means children, stepchildren or similar. “Household members” means those people who share the same residence at least three months a year.



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### **How to Enter**

During the Entry Period, the parent or legal guardian of each Team Member must accurately complete the entry form on [spellebrity.com](http://spellebrity.com). Upon completing the entry form, the Entrant may upload the Video. When uploading a Video submission, each Entrant must also upload a completed 2017 Spellebrity Video Contest Permission Form (the “Permission Form”). If a non-Team Member appears in the Video submission, the Entrant must upload a completed 2017 Spellebrity Video Contest Permission Form for each Non-Team Member (the “Non-Team Member Permission Form”). If the non-Team Member is a minor in his or her state of residence, the Non-Team Member Permission Form must also be signed by the parent or legal guardian of the non-Team Member. Please note, the Team Members may not submit the entry—it must be submitted by an Entrant. The Entrant must submit his or her email address and must not submit the email address of any Team Member.

Sponsor and Administrator are not responsible for electronic communications that are undeliverable as a result of any form of passive or active filtering of any kind. If an Entrant fails to provide any required information, the Team that Entrant entered may be disqualified without further notification by Administrator. Sponsor and Administrator are not responsible for entries that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. Administrator reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules. Received entries (but not the Videos) become the property of Administrator and will not be returned or acknowledged.

### **Rules for Videos and Video Submission**

- Each Team may include up to four Team Members, though not all those participating on a Team need to appear in the Video. The Team Members may split up the various tasks associated with the project as they like. Subject to securing the appropriate written permissions, additional people not on the Team may appear in the Video, but only up to four Team Members will be recognized for advancement and recognition in the Contest. Team Members do not have to combine with students from their own school, or even students from their hometown or state, but each Team Member must be eligible under the Official Rules of the Contest.
- Only the Team Members may create the Video – parents, legal guardians, and other adults must not participate in the creation of the Video, although parents, legal guardians, and/or other adults are allowed to serve an advisory or instructional role with regard to the Video.



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- Videos submitted must be no more than 5 minutes in length. Furthermore, Videos must be in English or subtitled in English.
- Content in the Videos, including music, audio, speech/voiceovers, stills, video supers or other audiovisual materials must be: 1) entirely original, created and performed by the Team Members and, if applicable, non-Team Members who have submitted a Non-Team Member Permission Form; 2) original creations of works in the public domain and/or 3) content that allows royalty-free use of the material with no restrictions on use by the Team or Administrator and Sponsor. Videos cannot contain copyrighted content owned by third parties except as noted. For more information on copyright please visit [www.copyright.gov](http://www.copyright.gov), but please note that neither Sponsor nor Administrator is providing any legal advice to any Team or Entrant.
- Other than the Team Members, no one else may appear in or provide voiceover for the Videos unless the Team has obtained written permission in the form of a completed Non-Team Member Permission Form from those persons whose name, image, likeness, or voice is included in the Video.
- Video content must not defame or disparage any individuals, companies, organizations or institutions, and Videos must not infringe any third party's rights. Furthermore, the Videos must not contain nudity, lewd or vulgar behavior, hazardous behavior or activities, or offensive language and/or gestures, or other inappropriate content as determined in the sole discretion of Administrator.
- Videos must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- Videos must not include personally identifiable information, such as an individual's name, address, phone number, or email address.
- Students may participate on more than one Team.
- Each Team may submit more than one Video. However, only one Video submission per Team may advance to the Finalist (as defined below) competition.
- Sponsor and Administrator reserve the right to disqualify any Video at any time, including removing the Video from the public voting portion of the Contest or the Finalist competition, based on noncompliance with these Official Rules.

### **Selection and Notification of Semifinalists**

A panel of judges designated by Administrator will select the top 10 Videos (provided a sufficient number of eligible entries are received) based on inspirational quality (inspiring a love of reading), relevance to the



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theme, creativity, and inclusion of at least three words that would be great to know for a spelling bee, and the Teams that submitted those Videos will be named “Semifinalists.”

On or around March 1, 2017, Administrator will announce the 10 Semifinalist Videos advancing to the public round of voting.

### **Selection and Notification of Finalists**

The 10 Semifinalist Videos will be posted for public viewing and voting on [spellebrity.com](http://spellebrity.com) from March 1, 2017 at 10:00 a.m. ET to March 24, 2017, at 12 noon ET (the “Voting Period”), and members of the public will have an opportunity to vote on their favorite Videos.

Each voter is limited to one vote. Votes in excess of this limit will be disqualified. Voters must be located in the United States when they cast their vote, and voters must be 13 or older. The use of automated devices for voting is not permitted and will result in the disqualification of all votes received through that method and/or from that voter. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar entry methods or agents, vote exchange websites, vote “farming” or other method to vote or unfairly increase votes, as determined by Administrator in its sole discretion, is prohibited and will result in the disqualification of all votes received through that method and/or from that voter. Moreover, if Administrator concludes, in its sole discretion, that any Semifinalist Team has colluded with any voter in such activity or has participated in or actively encouraged such activity, whether directly or indirectly, Administrator may disqualify that Semifinalist Team from further participation in the Contest and or eligibility for any prize. Administrator reserves the right in its sole discretion to disqualify any vote at any time that in its opinion does not comply with these Official Rules. Administrator is not responsible for votes that are lost, stolen, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect, or late for any reason, and all such votes are void.

The five leading vote recipients will be named “Finalists.” If there is a tie for fifth, voting will be extended for consecutive one-hour periods for the tied entries until the tie is broken. Administrator will announce the start time for tiebreaker voting via email to all effected Entrants.

Administrator will attempt to contact the Entrant who submitted each Finalist Team’s Video by phone, letter, and/or email by April 7, 2017. Each Entrant who submitted a Finalist Team’s Video must respond to initial notification attempt within 24 hours and may be required to present to Administrator valid photo identification, proof of age, residency, signed affidavit or declaration of eligibility, liability release, publicity



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release, tax forms and/or other legal documents signed by a parent or legal guardian of each Finalist Team Member and also signed by each Team Member on a Finalist Team. If so, any required identification and signed documents must be presented to Administrator no later than five days after Administrator sends such documents to the Entrant who submitted the Finalist Video. That Entrant will be responsible for distributing the documents to the parents or legal guardians of the other Team Members on the Finalist Team and for returning required documents and information to Administrator. Administrator may in its sole discretion allow transmission of verification documents via fax or email. If (a) an Entrant who submitted a potential Finalist Video cannot be contacted directly by, or does not respond to Administrator within 24 hours of initial attempted notification, (b) any Finalist Team Member fails to satisfy any eligibility or verification requirement herein, (c) Finalist Team declines to accept the prize or have at least one Team Member attend the National Spelling Bee, (d) Entrant fails to provide required documents or identification by the deadline established by Administrator, or (e) any Finalist Team Member is otherwise determined to be ineligible, Sponsor and Administrator in their discretion may disqualify that Team and the next leading vote recipient may be designated as an alternate Finalist. Any alternate Finalists are subject to all eligibility requirements and restrictions of these Official Rules. Announcement of the five Finalists will be made on or around March 31, 2017. The Semifinalists and Finalists and titles of their Videos will be posted on [spellebrity.com](http://spellebrity.com).

### **Selection of Winner**

Each Finalist Team Member along with one parent or legal guardian per Finalist Team Member will receive a trip (which will be awarded to the Team Member's parent or legal guardian) to the 2017 Scripps National Spelling Bee. At least one Team Member from each Team must appear at the National Spelling Bee in order for that Team's Video to be considered for the grand prize. Finalists will present their Videos at the 2017 Scripps National Spelling Bee from May 28, 2017, to May 31, 2017, and the contestants in the 2017 Scripps National Spelling Bee may vote for their favorite Videos by noon ET on June 1, 2017. Each Spelling Bee finalist may vote only once. Votes in excess of this limit will be disqualified. The Team whose Video earns the most eligible votes will be announced as the winner on Thursday, June 1, 2017. If there is a tie for first, each member of the tied Teams will receive the grand prize. Once the winner has been decided and the Contest has concluded, the website containing the archive of Videos will remain available for public use at no charge.



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### **Prizes**

- 10 Semifinalist Teams
  - Each Semifinalist Team Member receives a Kindle Paperwhite. Approximate retail value (“ARV”) of each prize: \$119.99. Total ARV of Semifinalist prizes is \$4,799.60 (assuming four Team Members per Team).
- Five Finalist Teams
  - Each Team Member will receive a trip for two to the 2017 Scripps National Spelling Bee near Washington, DC from May 28, 2017 to June 3, 2017. Trip consists of: economy-class roundtrip airfare or train fare for each Team Member and parent/legal guardian from the major airport nearest Team Member’s home; one standard hotel room for two at the Gaylord National in National Harbor, MD, room and tax only; \$400 bank card gift card per Team Member and parent/legal guardian pair to defray travel and meal expenses; complimentary tickets for each Team Member and parent/guardian pair for an Administrator-organized group event on Memorial Day, an Administrator-organized tour of D.C.-area attractions, and two tickets to the Awards Banquet on June 2, 2017, at the Gaylord National. ARV of each Team Member’s prize: \$3,736.16. Each Team Member must travel with parent or legal guardian and must be accompanied at all times by parent or legal guardian. Total ARV of Finalist prizes is \$74,723.20 (assuming four Team Members per Team).
- Champion
  - Each Team Member of the winning Team will receive \$1,000 and a trophy. Prize will be awarded in the form of a check.

Total ARV of all prizes is \$83,522.80 (assuming four Team Members per Team). All prizes set forth above will be awarded to the applicable Team Member’s parent or legal guardian on behalf of the Team Member. If applicable, parents/legal guardians of all prize recipients are responsible for any and all federal, state and/or local taxes resulting from acceptance of the prize. Prizes are nontransferable and not assignable. No substitutions or cash redemptions, except at the sole discretion of the Administrator. If a prize cannot be awarded due to circumstances beyond the Administrator’s control, a substitute prize of equal or greater retail value will be awarded; provided, however, that if prizes are awarded but unclaimed/forfeited by recipient, the prize will be deemed forfeited and void and will not be awarded, except in the Administrator’s sole discretion.

Team Member and legal guardian will receive train fare instead of airfare if Team Member lives within 200 miles of National Harbor, Maryland. Actual value of trip prizes may vary based on airfare fluctuations and distance between departure and destination. If actual ARV is less than stated ARV, difference in prize value will not be awarded. All travel must be completed on the days designated by the Administrator. If Finalist is unable to travel on designated dates, that portion of prize will not be awarded. Flights and accommodations subject to availability. If airfare or train fare (or any other portion of any prize) is not used, no alternate



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prize will be awarded. Certain restrictions, blackout dates and holiday exclusions may apply other than stated herein. Finalist Team Members and parents/legal guardians are solely responsible for obtaining valid U.S. passports (if required) and any other required travel documents, including, but not limited to, acceptable photo identification. Any costs or expenses not specified above as part of prize description, including without limitation, additional air transportation and accommodations, additional ground transportation, meals, tips, gratuities, beverages, sightseeing, souvenirs, excursions, additional baggage fees, incidentals and personal items are not included. Finalist Team Members and parents/legal guardians are solely responsible for obtaining any travel insurance (and all other forms of insurance, including, but not limited to, collision and liability automobile insurance) at their option and hereby acknowledge that Sponsor and Administrator have not and will not obtain or provide travel insurance or any other form of insurance. Once the parent/legal guardian name is communicated to Administrator, that parent/legal guardian may not be changed or substituted, except in Administrator's sole discretion. Finalist Team Member and their parent/legal guardian must travel together on the same itinerary. Parent/legal guardian may be required to execute Travel Companion/Publicity Releases and/or Liability Waivers prior to and as a condition of accompanying Finalist Team Member on prize trip.

### **General Terms and Conditions**

- Teams do not need an official coach or teacher in charge of their Video project; however, the parents/legal guardians of all students collaborating to make a Video must give permission for their child to participate in the Contest.
- By entering the Contest, each Entrant accepts and agrees to be bound by these Official Rules.
- Sponsor and Administrator assume no responsibility for lost, incomplete, misdirected, illegible, late, malfunctioning or non-functioning entries, or for failed computer transmissions or any other technical failures.
- If for any reason the Internet portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Administrator reserves the right at its sole discretion, to disqualify any individual who tampers with the Contest, and to cancel, terminate, modify or suspend the Internet portion of the Contest. If Administrator terminates the Internet portion of the Contest during the Entry Period, Administrator will select Semifinalists as set forth above (assuming a sufficient number of eligible entries is received) and resume the Contest for the Voting Period as set forth above. If Administrator terminates the Internet portion of the Contest during the Voting Period, Administrator will



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select Finalists based on valid, non-suspect votes received prior to the termination and resume the Contest for the selection of the grand prize winner as set forth above.

- By submitting a Video, each Team Member (and the parent/legal guardian of such Team Member) grants to the Sponsor and Administrator a world-wide, perpetual, non-revocable, fully sub-licensable, royalty-free license to publish his/her Video as well as derivative works based thereon, through all media, now known or hereafter devised, in any manner related to the Contest, without prior notice, approval or compensation. Team Members otherwise will retain all rights to their respective Videos.
- Each Team Member (and the parent/legal guardian of such Team Member) gives and grants to Sponsor, Administrator, their agents and their respective licensees, successors and assigns the irrevocable right to use, publish and copyright, Team Member's name, voice, photograph, video images, likeness, and biographical data as set forth in the entry, in whole or in part, in any and all media now known or hereafter developed throughout the world in perpetuity in connection with the Contest.
- Each Team Member (and the parent/legal guardian of such Team Member) acknowledges that Sponsor and Administrator may make recordings, pictures, videos or images of each Team Member separate from the entry, for example, in publicity releases announcing Contest Semifinalists, Finalists, or the winner. Each Team Member acknowledges and agrees that all rights, title, and interest, including the copyright and publications rights in and to any recordings, pictures, videos or images taken of Team Member by the Sponsor or Administrator or any derivatives thereof, are solely owned by the Sponsor and Administrator.
- Entrant warrants and represents that this license does not in any way conflict with any existing commitment on Team Member's part and that the Team has received all permissions from individuals appearing in the Videos or involved in the production of the Videos to grant the rights provided for herein. Entrant further warrants and represents that the Video has not been previously published, that the Video has not previously won any awards, and that the Video complies with the submission requirements set forth above.
- Entrant warrants and represents that the Video is original with Team and that the use of the Video by the Sponsor, Administrator, their agents, and their respective licensees, successors or assigns as provided for herein will not violate the rights of any third parties. If there is any claim that the Video does violate the rights of any third party, Entrant hereby agrees to indemnify and hold harmless the Sponsor, Administrator, their officers, directors,





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employees, agents and their respective licensees, successors and assigns, from any and all such claims, demands, actions, damages, costs and expenses (including attorney's fees).

- Upon entry into the Contest, each Team Member (and the parent/legal guardian of such Team Member) releases the Sponsor, Administrator, their agents, and their respective licensees, successors or assigns and all of their officers, directors, and employees from any and all liability with respect to or in any way arising from this Contest and/or acceptance or use/misuse of the prizes, including but not limited to liability for personal injury, bodily injury including wrongful death or disability, damage to property, and damage or loss of any other kind.
- Administrator reserves the right to disqualify any individual from further participation in the Contest and disqualify that individual's votes, entries, or Teams if Administrator concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process, voting process, or other operation of the Contest, (b) has disregarded or has attempted to circumvent these Official Rules, or (c) has acted toward Sponsor, Administrator, or any other Entrant, Team Member, or voter in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Any failure by Sponsor or Administrator to enforce any of these Official Rules will not constitute a waiver of such Official Rules. The Sponsor and Administrator will not be responsible for cheating or fraud by any of the Entrants, Team Members, or voters.
- All decisions by Sponsor and/or Administrator with regard to this Contest are final. If there is any dispute regarding compliance with any aspect of these Official Rules, Administrator may consider in its sole discretion data and technology reasonably available through its own systems to investigate such dispute, but will not be obligated to review any information submitted by third parties. Any and all disputes that cannot be resolved with the Administrator, and causes of action arising out of or connected with this Contest, must be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Ohio, which court will apply the laws of the state of Ohio without regard for rules of conflicts of law. IN ANY SUCH DISPUTE, ENTRANTS WILL NOT BE ENTITLED TO ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, OR ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES (IF ANY) ASSOCIATED WITH PARTICIPATING IN THE CONTEST. ENTRANTS HEREBY WAIVE ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED. Some



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jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.

- If there is any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Contest-related materials, including but not limited to the Promotion entry forms, or the point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules govern.

### **Sponsor and Administrator**

The Contest Sponsor is Amazon Services LLC, 410 Terry Avenue North, Seattle, WA 98109, and the Administrator is the Scripps National Spelling Bee, Inc., 312 Walnut St., 28<sup>th</sup> Floor, Cincinnati, OH 45202.