

**Official Rules**  
**USPTO Video Contest – Consumers Combat Counterfeits**

**Eligibility:** To be eligible for the “USPTO Anti-Counterfeiting Video Contest” (“**Contest**”), entrants must (i) be U.S. citizens physically residing within the fifty (50) States or the District of Columbia, (ii) be at least 10 years old as of the date of contest entry submission; for entrants under 13, submissions must be submitted by parent or legal guardian on the child’s behalf along with a consent of guardian signature on the VIDEO RECORDING AUTHORIZATION AND RELEASE form (“**Release Form**”), and (iii) submit an original entry to <https://www.challenge.gov/challenge/consumers-combat-counterfeits/> within the Contest Period. Entrants under the age of majority in their jurisdiction of residence must submit the Release Form with a consent of guardian signature to enter. In addition, a separate Release Form signed by each individual appearing in the video is required (and by their parents/guardians, if applicable). If under the age of majority in their jurisdiction of residence (18 in most jurisdictions), all relevant documents must be signed by the parent or legal guardian of the individual signing the document(s). There is a limit of one entry per person, including individuals in group submissions.

Employees of the U.S. Patent and Trademark Office (“**USPTO**” or “**Sponsor**”) and their spouses/domestic partners are not eligible to enter or win except in Category 5, as noted below. Children of USPTO employees who satisfy the eligibility requirements of Categories 1 through 4 are eligible to participate in those categories. Winning the prize is contingent upon fulfilling all requirements set forth herein. This Contest is void outside the 50 States and the District of Columbia and where prohibited by law. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest (and if under the age of majority, agreement by the entrant’s parent or legal guardian). This Contest is in no way sponsored, endorsed or administered by, or associated with, YouTube®. The Contest is subject to applicable federal law.

If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto. You further warrant that your actions do not violate your employer or company’s policies and procedures.

**Timing:** The Contest starts on July 27, 2018 at 12:00 am Eastern Time (“**ET**”) and all entries must be received no later than November 16, 2018 at 11:59 pm ET (the “**Contest Period**”). The Sponsor’s computer or that of its designee is the official timekeeper for this Contest.

**Categories:** There are 5 categories for different entrants (collectively, “**Categories**”). The Categories are as follows with age requirements based on applicants’ ages as of the date of submission:

Category 1: Grade School (Ages 10-13; submissions must include applicant’s consent of guardian signature on the Release Form; for entrants under 13, submissions must be submitted by parent or legal guardian on the child’s behalf)

Category 2: High School (Ages 14-18, entrants must be currently enrolled high school students in grades 9-12, submissions must include applicant’s consent of guardian signature on the Release Form for entrants under the age of majority)

Category 3: Undergraduate College Students (No age limitations outside of “Eligibility” requirements; individuals registered full-time at a college or university)

Category 4: General Public (No age limitations outside of “Eligibility” requirements but individuals eligible to participate in Categories 1, 2, and 3 are not eligible to participate in this category; submissions from IP Professional and law students are encouraged)

Category 5: Federal Government Employees (No age limitations outside of “Eligibility” requirements; also open to spouses/domestic partners of federal government employees)

**How to Enter:** During the Contest Period, an eligible person must do the following to enter:

Submit a contest entry through the Challenge.gov website, which includes all required information as well as entrant’s video submission that (i) is posted to YouTube as an unlisted video; and (ii) consists of a video submission of 30-60 seconds in length that addresses an aspect of counterfeiting as a public interest. Applicant’s video submission must remain posted to YouTube throughout the Contest Period. Entrants must also submit the Release Form signed by each individual appearing in the video (and by their parents/guardians for minors). Group submissions are permitted; however, a single representative should be named to accept any awarded prize(s).

Each entry will be deemed to have been submitted by the natural person named in the submission, (or by his or her parent or guardian if applicable). No software-generated, robotic, programmed, script, macro or other automated online entries are permitted.

**Multiple entries by the same individual are not permitted.** All entries discovered to have been submitted by the same individual will be disqualified. Do not post duplicate or multiple submissions. Your entry will not be valid unless it (a) meets the criteria described in these Contest rules, and (b) is posted during the Contest Period along with the required documents. All entries submitted in accordance with these Official Rules shall be collectively hereinafter referred to as “Eligible Entries.”

Technical Requirements:

- Submitted videos must be submitted to YouTube as an “unlisted” video;
- Entrants must save a master copy of their video in .wmv, .avi, .mov, .mp4, or .mpg file format;
- Videos should be a minimum of 720p resolution and 30 frames per second; and Videos cannot use intellectual property owned by third parties (e.g., music, video, images, third-party trademarks). Entrants may use material in the public domain, or their own original works.

**Disqualification:** Entries that do not meet the following requirements are subject to disqualification, at Sponsor’s sole and absolute discretion. To be eligible, an entry must:

- be in keeping with the spirit of the Contest and in compliance with these Official Rules, including the Warranty and License sections below;
- be relevant to the Contest and not be an attempt to use the Contest to advertise for entrant or a third-party;
- not be obscene, indecent, or otherwise offensive (as determined by Sponsor in its sole discretion);
- not incorporate the image of any individual other than the entrant without such individual’s

- permission or parent/guardian's permission for images of minors;
- not defame or invade the publicity or privacy rights of any person, living or deceased;
- not infringe, violate, or misappropriate any person's or entity's personal or proprietary rights (including copyrights, trademarks, or other intellectual property rights);
- not have been submitted previously in any contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends, family, or followers/friends on social media) through any means previously;
- not contain (i) any words, statements, or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sex, sexual orientation, or other protected class, or who are disabled, (ii) any content that may be viewed as threatening, abusive, harassing, defamatory, libelous, hateful, embarrassing to any person, place, business, group, or entity, (iii) materials that promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on age, race, ethnicity, national origin, religion, sex, sexual orientation or other protected class, or disability, (iv) any materials that depict or encourage illegal acts, or are sexually explicit, libelous, slanderous, obscene, violent, or hateful, (v) content not in keeping with Sponsor's reputation and image;
- not be owned by a third-party and/or be subject of or to any restriction or right that would in any way limit Sponsor's right to use the entry as permitted under these Official Rules; and
- otherwise be in violation of any applicable local, state or federal law.

Any entries by individuals involved in the planning or judging of this Contest shall be disqualified.

**Judging:** Judging Criteria consist of the following:

- a) Video topic's relevance to counterfeiting dangers and solutions;
- b) Accuracy and persuasiveness of the information conveyed in the video;
- c) Creativity and originality; and
- d) Production quality (technique-based; not equipment-based).

Three finalists will be selected in each category by a panel of USPTO employees at the end of the Contest Period. A final panel of judges will then select the winners from the finalists in each category. In the event of a tie, the entry with the highest score in category (c) above will be selected as the potential winner(s). The winners and/or finalists may be announced on Sponsor's webpage. Decisions of Sponsor are final and binding in all matters.

**Winner Notification:** One potential winner in each category, judged using the criteria set forth above, will be selected by USPTO from among the three finalists in each category. USPTO will announce the potential winner(s) via its website on or about December 15, 2018, and will contact the potential winner(s) via e-mail or telephone. Failure to respond to the USPTO within the specified time provided in the notification, failure to complete any requested documents, or failure to accept the prize may result in the selection of an alternate potential winner based upon the entry receiving the next highest score from the judges. In addition, the potential winner(s) may be required to complete an affidavit of eligibility, a liability release, a publicity release, and a consent to USPTO having an unlimited royalty-free right to the submitted video, which must also be returned within the time period specified by the Sponsor in the notification. If documents are not returned timely, or if any notification or prize is returned as non-deliverable, or if a potential

winner is found to be ineligible or not in compliance with these Official Rules, the prize may be forfeited and an alternate potential winner may be selected.

Unless otherwise stated in the prize notification, prizes will be fulfilled within twelve months following the end of the Contest Period. The odds of winning the Contest depend on the number of Eligible Entries received and the skill of the entrants.

**Prizes:** Prize(s) in each category will be awarded as noted below. The prize(s) for each category are as follows:

For Categories 1-2:

- \$500 cash prize;
- Use of the winning entry as part of a public awareness campaign;
- Transportation to and lodging in Alexandria, VA for the winner and one parent/guardian/guest to attend the awards ceremony (transportation will only be provided to Alexandria, VA from locations within the fifty States and District of Columbia); and
- Invitation to join a special tour in the Washington D.C. metro area.

For Categories 3:

- \$1000 cash prize;
- Use of the winning entry as part of a public awareness campaign;
- Transportation to and lodging in Alexandria, VA for the winner and one parent/guardian/guest to attend the awards ceremony (transportation will only be provided to Alexandria, VA from locations within the fifty States and District of Columbia); and
- Invitation to join a special tour in the Washington D.C. metro area.

For Category 4-5:

- An “on-the-spot” award of \$2500.00;
- Use of the winning entry as part of a public awareness campaign;
- Transportation to and lodging in Alexandria, VA for the winner and one parent/guardian/guest to attend the awards ceremony (transportation will only be provided to Alexandria, VA from locations within the fifty States and District of Columbia); and
- Invitation to join a special tour in the Washington D.C. metro area.

Actual retail value (“ARV”) may vary and Sponsor will not award the difference between the ARV and actual value. Non-cash prizes are not transferable and are not redeemable for cash. No prize substitutions allowed, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prize become unavailable.

Sponsor reserves the right to not seek an alternate potential prize winner(s) in each category in the event that the individual(s) originally selected do not respond to the prize notification within the specified time limit, are disqualified, or are unable to accept the prize, at Sponsor’s sole discretion. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a prize, the winner acknowledges compliance with these Official Rules. All federal, state, or other tax liabilities arising from this Contest are the sole responsibility of the prize winner.

Winners may also be required to participate in the awards dinner, where their videos could be shown. If a winner is under the legal age of eighteen, the winner must be accompanied by his/her parent or legal guardian, and travel will also be provided for the parent or legal guardian. All travelers must complete and sign a Liability Release prior to issuance of travel documents. Should the aforementioned trips not be awarded, winners shall not be entitled to any cash or other compensation in lieu thereof. Winners and guests receiving a trip to Alexandria, Virginia, must travel on dates and times approved by USPTO.

**Sponsor:** U.S. Patent and Trademark Office, 600 Dulany St., Alexandria, VA 22314.

**General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, select winner(s) from all non-suspect Eligible Entries received prior to such event. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All interpretations of these Official Rules and decisions by Sponsor and judges are final and binding in all matters related to the Contest. All dates are subject to change.

**Release:** By entering this Contest, all entrants agree to release and hold harmless the United States, its officers, and employees ("Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, intellectual property infringement claims, misappropriation of likeness, rights to publicity, rights to privacy, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. Entries will not be acknowledged or returned. Entries may be posted on USPTO's webpage, USPTO's YouTube® profile, and/or its social media pages, among other locations, at the sole discretion of USPTO.

Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor and its designees may use the winner's name, city and state of residence, likeness, photo, entry and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**Warranty:** By entering the Contest, each entrant warrants and represents that the entry video submitted is his/her own original work created by the entrant, that entrant owns or otherwise controls all of the rights to the entry submitted and that the entry does 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.

**License:** By submitting an entry into the Contest, each entrant grants to the Sponsor the right, without limitation, to display the entry video online and in any media now known or hereinafter developed. Further, each entrant agrees to grant to the Sponsor a world-wide, royalty free, non-exclusive, perpetual, irrevocable license to reproduce and use the entry video for any purpose whatsoever without compensation or further permission, including but not limited to an irrevocable

and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, sub-license, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, copyright, create derivative works or otherwise exploit the entry video for commercial or non-commercial use, and without compensation to the entrant.

**Limitations of Liability:** Released Parties are not responsible or liable for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized 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) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the announcement of the prize or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen entries; or (6) 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 (including any activity related thereto). Released Parties are not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof.

**Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy, available at <https://www.uspto.gov/privacy-policy>.

**Disputes:** The Sponsor has the sole authority to interpret and enforce these Official Rules and to determine the rights and obligations of the entrant and Sponsor in connection with the Contest.