

STORYTELLING VIDEO CONTEST OFFICIAL RULES

1. PURPOSE OF CONTEST. The Contest is designed to give 14 to 25 year old Asian Americans an opportunity to tell the world their story of what it means to live in the United States as an Asian American and to share their ideas for effectuating positive change for the Asian American community and their proposed call to action in our community to stop the Asian Hate.

2. ELIGIBILITY. The "Storytelling Video Contest" ("Contest") is open and offered only to current Asian American residents of the United States of America who are 14 to 25 years of age (guardian/parental consent is required for entrants 14-17 years of age at time of entry). Entry to the Contest may be as an individual or as a group. Entries with one or more individuals who do not meet the age or residency requirements will be disqualified, and their submissions will be void. The Contest is open to two categories of entrants: (a) High School (individuals or all group members who are under 18 years of age or enrolled in high school during the 2020-21 school year) and (b) College and Beyond (18 to 25 year olds who are not in category 1).

3. SPONSOR/ADMINISTRATOR. The Contest is sponsored and administered by Talk and Mend, 13535 Vermarion, Houston, TX 77070, (the "Sponsor"). Funding for the Contest is provided by Talk and Mend and West Houston Chinese Church through the Project Rise & Shine Collaborative with grant funding from the Hogg Foundation for Mental Health at the University of Texas at Austin.

4. PRIZES. The prizes for **each** entrant category include: One (1) Grand Prize consisting of a US\$1,000 gift card; One (1) Runner-Up Prize consisting of a US\$500 gift card; and One (1) Third Place Prize consisting of a US\$300 gift card.

5. HOW TO ENTER. The Contest begins on May 1, 2021 and ends at 11:59 p.m. (CST) on June 21, 2021 ("Contest Period"). Review these Official Rules, upload your video to YouTube (note: all uploaded videos must be set to public or unlisted), then submit the entry form at http://tiny.cc/Storytelling_Video to complete your entry. Only one entry per person or team will be counted.

Entries will be considered ineligible if, at the sole discretion of the Sponsor, they do not follow the directions described in these Official Rules, or if they contain language or images that are in any way threatening, abusive, offensive, defamatory, invasive of another's privacy, in breach of confidence, embarrassing to any person or likely to deceive any person, hateful, blasphemous, pornographic, or racially, ethnically or otherwise objectionable or which constitutes or encourages conduct that would be considered a criminal offense or otherwise contrary to any law or appear contrary to the spirit of the Contest.

By submitting an entry, each Entrant warrants and represents that he or she consents to the submission and use of the entry in the Contest, and to the Sponsor possibly posting information of the entry on its internet sites in connection with the Contest.

6. SUBMITTING YOUR VIDEO. Videos should be posted on YouTube. All uploaded videos must be viewable under the public or unlisted settings. You will need to have a YouTube account in order to do this. Here's how:

(a) If you don't have one already, create a free YouTube account via Google by:

Visiting www.youtube.com

Click "Sign In" in the top right of the screen

Then clicking "Create Account," and

Follow the prompts.

(b) Once you have an account, your video should follow the preferred video guidelines listed here: <https://support.google.com/youtube/answer/1722171> and must be viewable under the public or unlisted settings.

(c) The Sponsor is not responsible for technical problems on the host site (YouTube/Google).

(d) Entrants must comply with the technical and all other requirements of YouTube. Go to the YouTube Help page for more information at: www.google.com/support/youtube.

(e) By uploading your video onto the YouTube Website, you attest that you have read and agree to comply with these Official Rules.

(f) NOTE: Save your video in the original format after uploading it to YouTube. If your submission is selected to be featured in the Sponsor's compilation video, you may be asked to provide us with your submission in its original format.

7. SUBMISSION REQUIREMENTS. Entrants are encouraged to be as creative as possible while adhering to public health restrictions due to COVID-19. (Any video that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified):

(a) the video must be no shorter than two (2) minutes and no longer than three (3) minutes in length;

(b) the video must include: (i) 60-90 seconds of material on the subject of your lived experience of being an Asian American living in the United States of America; and (ii) 60-90 seconds of material on ideas for positive change (e.g., public policy needed to effectuate positive changes at a national level, your call to action in your community to stop the Asian hate, changes that are immediately accessible for the Asian community, etc.);

(c) the video must be an original, previously unpublished work of the entrant(s) and must not infringe a third party's copyright or trademarks, privacy, or other intellectual property rights;

(d) the video must be uploaded in one of the following file formats: .mov, .mp4, or .wmv; and

(e) the video must be filmed in the widescreen or horizontal screen orientation.

The Sponsor reserves the right to disqualify, in its sole and absolute discretion, any Submission deemed inappropriate or that does not comply with the Website's Terms of Use or these Official Rules. All requested information on the Contest page must be completed to enter and to be eligible to win. Submissions become the exclusive property of the Sponsor and will not be returned or acknowledged. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor.

8. FINALIST SELECTION. Sponsor will form a committee of judges to review eligible submissions posted on YouTube and will select the videos that will become finalists based on the following factors:

- (a) Message and appropriateness to the purpose of the contest (see #1 above);
- (b) Creativity and originality; and
- (c) Overall presentation.

The Sponsor will rank eligible submissions based on the factors above and select finalists based on those rankings.

9. PUBLIC VIEWING PERIOD AND DETERMINATION OF WINNERS. Once the finalists have been selected, the general public will be invited to view and vote on the finalist videos from July 8 to July 14, 2021. Winners will be determined based on the number of "Likes" received during the public viewing period. Entrants will be disqualified if automatic voting software and/or vote swapping websites are used in their favor.

10. WINNERS LIST. Contest Winners List shall be available on or after July 15, 2021, on the Sponsor's website (www.talkandmend.org).

11. REPRESENTATIONS AND WARRANTIES. By submitting a video, the Entrant represents and warrants that: (a) The Entrant has obtained permission from each person whose name, image, likeness, or voice ("Likeness") is included in the submission, and that such person(s) have granted the Entrant all necessary rights to use the person's Likeness as described in these rules, and that the Entrant can make written copies of such permissions available to the Sponsor upon request. (b) If the Likeness of a minor (under 18 years old as of video filming) is included, the minor's parent or legal guardian has authorized the use of the minor's Likeness on behalf of the minor.

12. GRANT OF RIGHTS. Each entrant into the Contest (or, if such entrant is a Minor, such Minor's parent or legal guardian) grants to Sponsor an irrevocable, royalty-free license to copy, distribute, modify, display, perform publicly, otherwise use, and authorize others to use the video for Sponsor's purposes.

13. GENERAL PRIZE CONDITIONS. The prize winners shall be solely responsible for any required or applicable federal, state, provincial and/or local taxes and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential prize winners must execute a Prize Acceptance Document. If a winner fails or refuses

to sign and return the Prize Acceptance Document within seven (7) days of prize notification, the winner may be disqualified and an alternate winner may be selected. In the event a winner is a Minor, his/her parent/legal guardian must sign any required Prize Acceptance Document on his/her behalf. Sponsor reserves the right to withhold a prize for any breach of the Official Rules. Sponsor reserves the right to provide substitute prizes of approximately equal value.

14. GENERAL. Entrants (and in the case of a Minor, his/her parent/legal guardian on his/her behalf) agree that the Sponsor shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of the prize(s). Sponsor assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen submissions, Submission or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible Submissions are received or Sponsor is prevented from awarding prize(s) or continuing with the Contest as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated for any reason before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. FURTHER DOCUMENTATION. If Sponsor shall desire to secure additional assignments for the Submission or other documents as Sponsor may reasonably require in order to accomplish the purposes and intents of these Official Rules, then each entrant or, if such entrant is a Minor, such Minor's parent or legal guardian agrees to sign the same upon Sponsor's request therefor.

16. GOVERNING LAW/JURISDICTION. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.