



2021 Official Contest Rules

WaterClips Student Video Contest Official Rules

CONTESTANTS WHO ARE NOT AGE 18 MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN PRIOR TO PARTICIPATING IN CONTEST.

1. ELIGIBILITY: The 2021 WaterClips ACWD Student Video Contest (“Contest”) is open only to middle and high school students who attend a school Fremont, Newark, or Union City that receives water from the Alameda County Water District (“Territory”). Eligible participants also must be sponsored by one of their middle or high school teachers (“Teacher”), have parental consent to enter the Contest, and have Internet access prior to the Contest start date. Contestants may be a single individual or a group of individuals (referred to as “Contestants” or “Teams”). Enrollment in a middle or high school located in the Territory and sponsorship by a Teacher is required. Teachers must be at least 18 years old and be employed and in good standing at Contestants’ middle or high school. This Contest is sponsored by the Alameda County Water District, 43885 South Grimmer Blvd. Fremont, CA 94538. Employees, officers, directors, agents, and consultants of ACWD, the prize provider, and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Contest, agent and representative of any aforementioned entities are not eligible. This Contest is subject to all applicable federal, state and local laws.

The Contest Submission Period begins on January 4, 2021, at 12:01 AM Pacific Daylight Time (“PDT”), and ends on Friday, April 2, 2021 at 11:59 PM PDT (the “Contest Submission Period”). ALL ENTRIES MUST BE SUBMITTED DURING THE CONTEST SUBMISSION PERIOD. By participating, Contestants agree to be bound by these Official Rules and the decisions of the judges and/or ACWD which are binding and final on matters relating to this Contest.

Only one submission per Contestant or Team. A Contestant may be part of several Teams.

2. HOW TO ENTER: Google Forms Submissions or email electronic forms only. Here’s how to enter:

- A. Make your own video according to the Submission Guidelines section contained in these rules (“Submission Guidelines”) to help engage people in the Contest theme. Your video can be as fun and creative as you like within the Submission Guidelines.
- B. Once you have created your masterpiece, you will need to fill out the following forms using Google Forms. You will need to have a Gmail account to access our forms using Google Forms. We will be using your Gmail account to communicate with you. If you are unable to obtain a Gmail account, please [e-mail Renee Gonzales, Public Affairs Specialist](#). You will

receive a PDF fillable form to complete and submit.

The online forms are accessible here:

- [Application \(you can upload and attach your video in the application form\)](#)
- [Eligibility & Release Form](#)

- c. All Contestant/Team leader contact information must be current, accurate and valid. Submissions must be received no later than April 2, 2021 at 11:59 PM PDT according to ACWD's time. All entries received by the end of the Submission Period that are complete and otherwise qualified (meeting conditions in Section 1 and Section 3 of the Official Contest Rules) will be eligible to win ("Qualified Submissions"). ACWD reserves the right to disqualify any Contestant or Team that it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. All Submissions that do not meet qualifications will not be considered as a Submission into the WaterClips contest. Qualifying submissions become the sole property of ACWD and will not be acknowledged or returned. ACWD is not responsible for incomplete, late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, or unintelligible Submissions and those Submissions will be rejected; nor is ACWD responsible for any problems, bugs or malfunctions Contestants may encounter when seeking to enter their Submissions.
- D. OPTIONAL: Get one of your Teachers to sponsor you or your team. A teacher can sponsor a Contest or Team by signing off on the Submission Form. Contestants and Teacher are responsible to secure any and all permissions required from your middle or high school in order to participate in the Contest. A Teacher may sponsor more than one Contestant or Team.

3. SUBMISSION GUIDELINES: Your Submission must be a video that effectively communicates and engages, in an informative and creative way, audiences in the Contest theme.

- A. Video must a minimum of 25 seconds and be no longer than 30 seconds.
- B. Format must be MPEG (.mp4).
- C. The maximum audio peak is no more than 12db.
- D. Videos must focus on the selected 2021 WaterClips theme. Videos that focus on a different message will be disqualified.
- E. Your video must include the ACWD logo, WaterClips logo and www.acwd.org/RANS as a tagline or reference for viewers to learn more about ACWD and to sign up for emergency notification, at the end of your video.
- F. Videos must be appropriate for a broad audience because the winning video may be displayed at local movie theaters, broadcast on the internet or on television, ACWD website, at District hosted events and meetings, and for official District use.
- G. No video may include personal attacks on anyone.
- H. No video may depict dangerous, harmful or illegal activity or substance, or offensive subject matter as determined at our sole discretion. No video shall portray ACWD in a negative light.
- I. Videos cannot promote and/or advertise for commercial products, services and/or merchandise other than ACWD. No product logos will be allowed.
- J. All videos must be original works of authorship, created by the Contestant or Team that

submits the entry. Contestants may not copy or otherwise plagiarize the Submission from any source, nor may the video include third-party copyrighted material, such as music, photographs, or movie snippets, without the copyright holder's permission or proof that the material is in the public domain. By entering, you warrant that your video does not infringe any third party's rights, and that you have obtained all necessary permissions from all relevant third parties to submit the Submission. If, in the sole discretion of ACWD, your Submission constitutes copyright infringement, the Submission will be disqualified. Contestant must hold all rights to the entire video Submission. Contestant must secure – and finalists will be required to submit – a written release from any actors and/or any other video participant to use their name and likeness under the terms and conditions of these Official Rules. Any actors, music, voice-overs, or images contained in any Submission must be properly licensed, and evidence of such may be requested by ACWD at any time during or after the Contest Submission Period. Contestant agrees to indemnify ACWD against any and all claims of infringement from any third party for any use by ACWD of the Submission. Any music or images used in the video Submission must be an original work of authorship under U.S. Copyright Law. Contestants may not be, nor may Contestant use parties who: 1) are represented under contract (e.g., by a talent agent or manager) that would limit or impair ACWD's ability to show the video in any media form; 2) have an acting or modeling contract that would make their appearance in the Submission a violation of any third party rights; 3) are under a merchandising agreement; or 4) are under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this promotion, or from allowing ACWD to use royalty-free, the Submission worldwide in all media in perpetuity.

- k. No Submission may depict any nudity, animal or plant cruelty, harmful or illegal activity or substances, or offensive, obscene subject matter or use foul or abusive language, as determined in ACWD's sole discretion. ACWD reserves the right to exclude any video that we believe doesn't meet the above criteria, at ACWD's sole discretion.

4. **JUDGING:** Judging will be completed in two rounds.

- A. **First Round:** All Submissions will be prescreened to ensure the entries have correctly complied with the Contest's Official Rules and meet with ACWD's general standards and practices prior to any judging. Submissions will be separated into two groups, according to enrollment in middle school (grades 6-8) or high school (grades 9-12). All Submissions will also be reviewed and scored by the prescreening committee according to the following criteria:

- Relevance to the 2021 *WaterClips ACWD Student Video Contest* theme and accuracy of information (50%)
- Creativity and originality (30%)
- Entertainment value (10%)
- Video quality (10%)

Up to fifteen (15) middle school entries and fifteen (15) high school entries that receive the most points awarded by the prescreening committee will be deemed "Qualified Submissions" and forwarded to the second round.

At any time before, during or after the Contest Period, ACWD may, in its discretion, choose to post or distribute any qualifying Submission, the Contestant or Team's name and profile information online (including on ACWD's websites and social media sites) or on television for promotional purposes.

- B. **Second Round:** Qualified Submissions will be reviewed and scored by a panel of judges, according to the following criteria:
- Relevance to the 2021 *WaterClips ACWD Student Video Contest* theme and accuracy of information (50%)
 - Creativity and originality (30%)
 - Entertainment value (10%)
 - Video quality (10%)

Up to three Finalists from the middle school entries and three Finalists from the high school entries with the most points awarded by the judges will be the potential "Judge's Choice" winners. The video with the highest number of points awarded by the judges will be deemed the first place winner. The video with the second highest number of points from the judges will be deemed the second place winner. The video with the third highest number of points from the judges will be deemed the third place winner. In the event of a tie, the tying Submissions will be rescored in order to determine a Selected Contestant. A Selected Contestant is any of the entries scoring the highest number of points from both categories, for 1st, 2nd or 3rd place.

For advertising purposes, the selected winners may be required to resubmit their video in one of the following formats: (1) Standard Definition (SD) Format Tape, or (2) High Definition (HD) Digital Files.

5. NOTIFICATION AND RELEASES: ACWD will notify each Selected Contestant or Team of their selection by telephone or email in ACWD's discretion using the contact information provided at the time of Submission ("Notification"). Each Selected Contestant will be required to respond (as directed) to the telephone and/or e-mail notification within seven business days of attempted notification. The failure to respond timely to the notification may result in forfeiture of the Prizes; and, in such case, ACWD may choose the next highest scoring entry from among the remaining eligible entries.

Each Selected Contestant must have signed an affidavit of eligibility / liability / publicity release, and verification of copyright form ("Release"). The Release must have been signed and returned by each Selected Contestant (or by the Contestant's parent or legal guardian if he/she is a minor) with the video submission. Each Selected Contestant will be required to complete and return the Release within the time period specified therein. The failure of any Teacher or any Team member to timely return the signed Release, including any and all parental consents, may result in video being disqualified. The Release will include permission by the Selected Contestant to allow ACWD to use the Submission in any and all advertising and promotion throughout the world without additional compensation, unless prohibited by law. Should any Selected Contestant (or Selected Contestant's parent or legal guardian if he/she is a minor) be unwilling or otherwise unable to provide such permissions and or releases, the entire Selected Contestant Team may be disqualified.

An alternate Selected Contestant may be randomly selected from among the remaining eligible Submissions if any of the Selected Contestants: (i) cannot be reached; (ii) cannot accept or receive the prize for any reason.

Every Selected Contestant will be required to show proof of enrollment in Fremont, Newark or Union City school. Except where prohibited by law, Selected Contestants must allow ACWD to use their name, hometown, likeness, voice and photograph for advertising, press and promotional purposes.

The name, school, hometown and Submission of Selected Contestants may be announced and posted on ACWD's websites and social media pages and their video may be displayed at local movie theaters

and in other media, in ACWD's discretion. One or more winning video(s) may also be used in the ACWD's Alameda County Water District's public information campaigns that may include print, radio, television, internet, and movie theater public service announcements.

6. LICENSE: As a condition of receiving any prize, all Selected Contestants (or Selected Contestant's parent or legal guardian if he/she is a minor) hereby provide a 180-day exclusive irrevocable worldwide license to ACWD after which time, ACWD, in perpetuity, for any purpose whatsoever, without any additional compensation, may use the video in perpetuity. Should any Selected Contestant be unwilling or otherwise unable to enter into this license, or provide permissions and or releases or otherwise cannot accept or receive the prize for any reason, Contestants with the next highest score will be chosen from the remaining entries until one who is able to meet all requirements can be selected. All potential prize winners must provide ACWD with all signatures on required paperwork and return all documents in a timely manner as required pursuant to these Official Rules in order to be eligible to receive the prize. Contestants may not resell, assign or transfer any of their rights in their Submissions under these Official Rules.

CONTESTANTS AND TEACHERS WILL NOT BE PAID FOR THEIR SUBMISSIONS OR FOR GRANTING ACWD ANY OF THESE RIGHTS. While ACWD will seek to post Submissions in the form provided at the time of entry, all Contestants agree that due to technical limitations and other reasons, videos may be edited or altered from their original form and that ACWD reserves the right to re-shoot, edit or modify the Submission in its sole discretion. ACWD will obtain consent from Selected Contestant before editing Submission. ACWD may post videos in any order or sequence, with or without commentary, and may select an excerpt of video to serve as a thumbnail in its sole discretion. ACWD shall have no liability for posting of Submissions in their native or an altered form.

7. PRIZES. If eligible under these Official Rules, six Selected Contestants will be awarded individual prizes as described below. Prizes will be awarded to Selected Contestants in both of the following groups: Middle School entries and High School entries.

A. JUDGE'S CHOICE

- One first prize will be awarded to one middle school entry and one high school entry. Each Selected Contestant or the Team (as applicable) will receive one scholarship prize of \$500 to divide among themselves. The Teacher sponsoring the winning Selected Contestant or Team will receive a classroom scholarship of \$200.
- One second prize will be awarded to one middle school entry and one high school entry. Each Selected Contestant or the Team (as applicable) will receive one scholarship prize of \$250 to divide among themselves. The Teacher sponsoring the winning Selected Contestant or Team will receive a classroom scholarship of \$100
- One third prize will be awarded to one middle school entry and one high school entry. Each Selected Contestant or the Team (as applicable) will receive one scholarship prize of \$100 to divide among themselves. The Teacher sponsoring the winning Selected Contestant or Team will receive a classroom scholarship of \$50.

B. INCENTIVE PRIZES FOR TEACHERS

Six Incentive Prizes: Up to six teachers (three from middle school entries and three from high school entries) will each receive a \$100 gift card for sponsoring the most qualified entrants. Teachers must sponsor a minimum of ten (10) Qualified Submissions in order to be eligible to receive an incentive prize.

Teacher prizes will be in the form of a check, gift card or other mode of payment, in ACWD's discretion, payable to the Teacher named in the winning entry. Student scholarship prizes will be in the form of a check, gift card or other mode of payment, in ACWD's discretion, payable to one of the Contestants named in the winning entry, selected in ACWD's sole discretion.

All prizes will be presented to Selected Contestants and Teachers at the Awards Ceremony.

For avoidance of doubt, the student scholarship prize is awarded to the entire Team (not each member); Team members are responsible for allocating and/or dividing the scholarship prize among themselves. ACWD is not liable for any disputes among Contestants or Team members regarding distribution of the scholarship prize. For example, if a Team of 10 students wins the \$200 scholarship prize, the check will be made payable to one Team member (selected in ACWD's sole discretion) and that Team member will be responsible for dividing that prize among all members as they choose.

For all prizes, all federal, state and local taxes and other expenses in connection with the prize are the sole responsibility of the Selected Contestants (or Selected Contestant's parent or legal guardian if Selected Contestant is a minor). Selected Contestants are solely responsible for any other unspecified expenses related to prize. All activities related to the prize are at the Selected Contestants' own risk and subject to whatever restrictions are imposed by the Contestants' schools and other entities that govern their activities. There is no substitution, transfer, or cash redemption of prizes. In the event of noncompliance with the foregoing requirements or if a prize notification is returned as undeliverable, the prize will be forfeited and, at ACWD's discretion, another Selected Contestant will be selected. ACWD is not responsible for lost, misdirected or undelivered Prizes.

8. CONDITIONS: Contest is subject to these Official Rules. By participating, Contestants (or Contestant's parent or legal guardian if Contestant is a minor) agree: (i) to be bound by these complete Official Rules and the decisions of ACWD which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. By accepting a prize, Selected Contestants agree to release ACWD, and its members, directors, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the "Releasees") from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of prize or participation in any prize-related activities. Releasees shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (iv) any printing, typographical, administrative or technological errors in any materials associated with the Contest. ACWD disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest. ACWD reserves the right to cancel or suspend the Contest, in its sole discretion, should it receive fewer than 5 entries or receive no entries that have a judged score above 60 points, or due to circumstances beyond its control, including natural disasters. Submissions will not be returned and may be destroyed. ACWD may prohibit an entrant from participating in the Contest or being selected for a prize if, in its sole discretion, ACWD determines that the entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or any other unfair playing practices, or of intending to annoy, abuse, threaten, undermine or harass any other entrants or ACWD representatives. The internal laws of the State of California will govern disputes regarding these Official Rules and/or this Contest. Taxes, if any, are the

sole responsibility of Selected Contestant, and Contestants may be issued an IRS Form 1099 for the ARV of any awarded prize.

ACWD is not responsible and shall not be held liable, and an entry may be disqualified and may not be considered for any Prize, should a Submission be removed from any third-party video hosting site for any reason .

ACWD reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond ACWD's control, corrupt the administration, security or proper operation of the Contest. Use of automated entry devices, bots or programs is prohibited. Any attempts to access or hack the site, enter the Contest or increase votes or views via a bot script, device or brute-force attack will result in disqualification, including that IP address becoming ineligible for the entire Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, ACWD RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

9. PUBLICITY: ACWD reserves the right to use the Submissions for publicity purposes prior to, during, or after the Contest end date, in any media, and to use the name, likeness, hometown name, of any Contestant, including all or part of their video throughout the world, in perpetuity, without any compensation or prior review unless specifically prohibited by law.

10. OFFICIAL RULES and WINNERS LIST: For a copy of these Official Rules or of the winner(s), send your request with a self- addressed, stamped envelope to: ACWD Student Video Contest, 43885 South Grimmer Blvd., Fremont, CA 94538. All requests must be received within 60 days of the end date of the Contest.

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