

## **HBCU Dance #RadiantDanceOff Contest Official Rules**

**NO PURCHASE NECESSARY.** Tampax, Tambrands and their parent company Procter & Gamble, Inc. are not the Sponsor or Administrator of the Contest. Entrants are providing their information to Sponsor and not to Presenter, as defined below.

**1. DESCRIPTION:** The “**HBCU Dance #RadiantDanceOff Contest**” (the “**Contest**”) is a video dance competition offered exclusively to 2018 official female marching band dance teams (each, a “**Team**”) of Historically Black Colleges and Universities (“**HBCU**”) as nominated for participation by their current team director, sponsor, advisor or coach or an assigned representative of such person (each, an “**Entrant**” and collectively, “**Entrants**”). The sponsor of this Contest is HBCU Dance Corporation, Inc., 10610-201 Eddings Drive, Charlotte, NC 28270 (“**Sponsor**”). The administrator of this Contest is Creative Zing Promotion Group, 189 South Orange Avenue, Suite 1130A, Orlando, FL 32801 (“**Administrator**”). Sponsor and Administrator shall collectively be referred to as the “**Contest Entities**”. Tampax, Tambrands and their parent company Procter & Gamble, Inc. (collectively, “**Presenter**”) are not responsible for the collection or processing of entries, the administration of the Contest, the selection of the winner or the fulfillment of the prize. Entrants are providing their information to Sponsor and not to Presenter. There is one (1) prize available, as described in Section 7. Void where prohibited or restricted by law.

The Contest will operate as follows:

- **Submission Period:** The Submission Period begins on or about Friday, August 31, 2018 and ends on **Wednesday, October 10, 2018** at 11:59:59 am Eastern Time (“**ET**”).
- **Voting Period:** The Voting Period begins on or about **Monday, October 15, 2018** and ends on **Monday, October 29, 2018** at 11:59:59 am ET. During the Voting Period, members of the public will have the opportunity to vote for their favorite Team, according to the details in Section 4.
- **Top 5 Judging:** Beginning on or about **Tuesday, October 30, 2018** the five (5) Teams with the highest number of eligible votes will be judged by representatives of Sponsor in accordance with the Judging Criteria as described in Section 5 of these Official Rules.
- **Winner Notification & Announcement:** The Grand Prize Winner (the “**Winner**”) will be notified on or about **Monday, November 12, 2018** according to Section 6 of these Official Rules. The Winner will be publicly revealed on or about November 16 in the form of a press release and on the Website.

**2. ELIGIBILITY:** Both the Entrant and the corresponding Team must meet specific criteria in order to be eligible for the Contest.

### **ENTRANT:**

- Entrant must be the current director, sponsor, advisor or coach of the Team or an assigned representative of such director, sponsor, advisor or coach;
- Entrant must be a legal resident of the fifty (50) United States or Washington D.C., who is at least eighteen (18) years of age and the age of majority in his/her state of primary residence at the time of entry;
- Entrant must have the authority to enter the Contest; any and all required Team consent forms/releases (for use of Team members’ names, image and/or likeness, for use of the Team name, etc.) are the sole responsibility of the Entrant;
- Entrant is solely responsible for complying with any policies of the HBCU in entering the Contest;

- Entrant must be a registered YouTube user in order to participate. Registration on YouTube is free and can be obtained by going to [www.youtube.com](http://www.youtube.com) and following the onscreen instructions to open an account. Registration is subject to acceptance of YouTube's Terms, located at <http://www.youtube.com/t/terms> and YouTube's Community Guidelines, located at [https://www.youtube.com/t/community\\_guidelines](https://www.youtube.com/t/community_guidelines);
- Entrant must be the rightful owner (or have authorized use) of the email address identified on the entry form. In the event a dispute regarding the identity of an Entrant cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

#### **TEAM:**

- The Team entered into the Contest must be the official 2018 female marching band dance team for its HBCU, inclusive of current Team members who identify as female.

Household members and immediate family members of Contest Entities and the advertising/promotion agencies that are directly associated with the administration, judging and execution of the Contest are not eligible to participate in the Contest as either an Entrant or as part of a Team. For purposes of the Contest, "**Household Members**" shall mean those people who share the same residence at least three months a year; "**Immediate Family Members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Extended family members (such as nieces, cousins, etc.) who aren't Household Members are eligible to participate but such relationship, if known, must be disclosed to the Administrator. Extended family members, if any, will not receive preferential treatment.

**3. HOW TO ENTER & CONTENT GUIDELINES:** During the Submission Period, eligible Entrants must first upload a video of their Team's performance (the "**Video**") to their YouTube account. Once the Video is uploaded to YouTube, Entrants must visit the Contest website located at [www.radiantdanceoff.com](http://www.radiantdanceoff.com) (the "**Website**"), and complete the online entry form with the Entrant's name, title or role, email address and phone number along with the HBCU name, Team name, and YouTube video link. In addition, the Entrant must upload a current Team photo (the "**Photo**") and provide a written response of approximately 1,200 characters answering the question: *Why does your Team deserve to win?* (the "**Essay**" and, along with the Photo and Video, the "**Submission**"). Finally, Entrants must confirm that they have read, understand and agree to these Official Rules as directed and follow the instructions to submit their Submission. All Submissions must be received by **Wednesday, October 10, 2018** at 11:59:59 am ET. **LIMIT ONE (1) ENTRY PER TEAM.**

#### **Submissions must meet the following criteria:**

- Video must use a marching band or instrumental version of the approved track: "*Before I Let Go*" by Frankie Beverly and Maze ONLY (no lyrics or other music is permitted);
- Video must feature the Team performing; in-stadium/in-stand performances are preferred but on-field or general performances on the grounds of the HBCU campus are permitted;
- The routine featured in the Video must be a Stand Routine; Field Show Routines are not permitted;
- Video must be a maximum of two (2) minutes;
- Video must be posted to YouTube as "Unlisted";
- Video must include the hashtags **#RadiantDanceOff**, **#Contest** and **#HBCUDance** ("**Hashtags**") in the YouTube video title, and must also contain the Hashtags either on a title page within the video or otherwise clearly displayed at the beginning of the Video;
- Video should be shot in landscape (horizontal) orientation;
- Photo must feature the current Team;
- Photo must be in focus and a minimum of 500 kilobytes (kb's);
- Submission must be original and, except as otherwise allowed herein, wholly owned by the Entrant; the Entrant must have the rights necessary to submit the Video and Photo for consideration and use by Contest Entities as described in these Official Rules; and
- Submission must comply with these Official Rules.

**Submissions are subject to the following Content Restrictions:**

- Submission must NOT include prominent third parties or people (including Team members), who have not expressly authorized in writing for the Entrant to feature their name, image, likeness or voice in the Video and/or Photo, or otherwise use such name, image, likeness or voice in accordance with these Official Rules (if requested, an Entrant may be required to verify such authorization in the form of a written release);
- Submission must NOT include prominent third-party logos, products, taglines, insignia, trademarks, signage or slogans except those belonging to the HBCU reflected in the Submission; which must be used by the Entrant in accordance with the HBCU policy for such usage;
- Submission must NOT contain subject matter that, or could be considered, in the sole discretion of Contest Entities, dangerous, obscene, pornographic, violent, defamatory, libelous, discriminatory, illegal, offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful;
- Submission must NOT contain subject matter that promotes bigotry, racism, hatred or harm against any group or include words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group;
- Submission must NOT include references to alcoholic beverages, tobacco, drug paraphernalia, gangs, firearms or any depiction or representation thereof;
- Submission must NOT contain any content that is protected by copyright unless the Entrant has obtained a proper copyright license to use such content in connection with the Contest, or include any recognizable locations or include names and/or descriptions of any copyrighted media production, including, without limitation, films, books, television programming, etc., other than references to Sponsor or Presenter; and
- Submission must NOT contain any derogatory references regarding the Contest Entities, the Presenter or their products or services.

**Sponsor reserves the right to edit or request the Entrant edit their Video, Photo, and/or Essay or reshoot their Video and/or Photo (as deemed necessary by the Contest Entities, in their sole discretion) and resubmit to comply with the Official Rules or to request that an Entrant edit or completely remove any content that may intentionally or unintentionally violate the Official Rules.** Contest Entities will determine in their sole discretion which Submissions have satisfied the eligibility requirements. Contest Entities reserve the right to allow for minor fluctuations between the Entrant's timing device and the actual runtime of the Video, based on clear intent to comply with the Official Rules, as determined at the sole discretion of the Contest Entities. Entrants who enter Submissions which violate any of these requirements may be deemed ineligible to participate in the Contest and/or receive the prize and their Submission may be void at the Contest Entities' sole discretion. Contest Entities reserve the right to disqualify, in their sole and absolute discretion, any Submissions deemed inappropriate or that do not comply with the Official Rules.

**By entering the Contest, each Entrant acknowledges and agrees that Contest Entities are granting Entrants a limited, non-exclusive license to use the approved track solely as a part of the Contest, and any use of the approved track other than as permitted by these Official Rules may constitute copyright infringement. Entrant may not use the approved track for any purpose outside of this Contest, including without limitation, any commercial purpose.**

**4. VOTING PERIOD:** Beginning on or about **Monday, October 15, 2018** and ending on **Monday, October 29, 2018** at 11:59:59 am ET, the eligible Videos will be made available for viewing on the Website. To cast a vote, each individual must register as directed by providing his/her email address, click the "vote" button and follow the onscreen instructions to validate the vote. **Limit one (1) vote per person/email per calendar day.** A Calendar Day is defined as a day beginning at 12:00:01 am ET and ending at 11:59:59 pm ET. Any suspected or deliberate attempt to manipulate, or otherwise fraudulently tamper with the voting process, may result in disqualification, at the sole discretion of the Contest Entities.

Fraudulent tampering includes but is not limited to:

- using multiple computers or browsers in an attempt to exceed the voting limit;
- vote brokering via a 3<sup>rd</sup> party service, website or any other service/tactic which exists for the purpose of exchanging or soliciting votes to manipulate the voting results;
- offering any type of inducement or compensation (monetarily or otherwise) to any third party, in exchange for a vote in any manner;
- use of proxy voting; and
- votes generated by a macro, script, bot or other fraudulent means in an attempt to manipulate the outcome of the Voting Period.

At the conclusion of Voting Period, the five (5) Teams with the highest number of eligible votes (the "**Top 5**") will proceed to judging, as described below. In the event of a tie for the 5<sup>th</sup> position within the Top 5, such tied Teams will progress to judging. Those selected to proceed to judging WILL NOT receive notice of their status. Leaderboard standings are subject to eligible vote verification and application of tie-breakers, if required. In the event of a disqualification, the Contest Entities will determine the Top 5 based on non-suspect votes, if possible. If voting results are corrupted to a point that the Top 5 cannot be determined, Sponsor reserves the right to evaluate the remaining eligible Entrants/Teams in accordance with the judging criteria below to select the Winner. Final vote tallies will not be revealed or publicly announced.

**5. TOP 5 JUDGING:** The Top 5 Teams, as determined by voting, will be reviewed and scored by a panel of judges, selected by the Sponsor, to determine the Winner. The Top 5 Teams will be judged in accordance with the following criteria:

- 1) Difficulty of dance steps, cohesiveness and technical proficiency = 30%
- 2) Essay = 30%
- 3) Originality of dance performance = 20%
- 4) Creative execution of wardrobe selection = 10%
- 5) Ability to convey character and expression in the dance performance = 10%

In the event of a tie, such tied Teams will be reevaluated by the judges in accordance with the aforementioned criteria and the Team with the highest point scores on "Difficulty of dance steps, cohesiveness and technical proficiency" and "written response to the question" will be deemed the potential grand prize winner. Final judging scores will not be revealed or publicly announced.

**6. NOTIFICATION:** On or about **November 12, 2018**, the Entrant associated with the potential grand prize winner ("**Potential Winner**") with the highest total point score as determined by the judging results (or tie-breaker) will be notified via email and/or phone by the Administrator. Potential Winner will be required to respond (as directed) to the Sponsor within three (3) days of the notification. Failure to respond within the stated time period may result in forfeiture of the prize. If a prize goes unclaimed or a Potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such Potential Winner will be disqualified and an alternate Potential Winner may be selected based on the judging results, at the sole discretion of the Sponsor and/or Administrator in accordance with the aforementioned procedure. Potential Winner will be required to complete, sign and return within three (3) days (or a shorter time if required by exigencies) an affidavit of eligibility, a liability release, and, unless prohibited by law, a publicity release (collectively, "**Prize Acceptance Form**") in order to be confirmed as the Winner. Failure to return the Prize Acceptance Forms within the specified time period may result in forfeiture of the prize and selection of an alternate Potential Winner from the remaining eligible entries. Administrator, in its sole discretion, will attempt to contact up to three (3) Potential Winners of the prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If a prize is awarded but goes unclaimed or is forfeited by recipient, such prize may not be re-awarded, in Contest Entities' sole discretion. Sponsor is not responsible for any change of email address and/or telephone number of Entrant. Sponsor's decisions shall be final in all matters relating to this Contest.

**7. GRAND PRIZE:** There is one (1) Grand Prize available. The Grand Prize consists of twenty thousand US dollars (\$20,000) awarded in the form of a check to the winning Team's HBCU for benefit of the dance team and custom uniforms designed by the team. The Maximum Approximate Retail Value ("**ARV**") of each uniform is \$300. Total cumulative prize ARV (based on a maximum of 25 uniforms): \$27,500. Any difference between stated approximate retail value and actual value of Prize will not be awarded.

Federal, state and local taxes, if any, are the sole responsibility of the Winner. All prize details are at the sole discretion of the Sponsor. No prize substitution or cash alternative is allowed for Team uniforms, except at the sole discretion of Sponsor, who reserve the right to substitute a prize (or any portion thereof) of comparable or greater value, in their sole discretion. The Sponsor reserves the right to substitute the costume designer for a different costume designer of similar reputation, at their sole discretion. The Team uniform ARV is based on available information provided to Sponsor. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No refunds or credit for changes are allowed. Any depictions of prizes are for illustrative purposes only. Other restrictions may apply.

**8. MATERIALS/RIGHTS IN SUBMISSIONS/PUBLICITY RIGHTS:** In consideration of a Submission being reviewed and evaluated for this Contest, each Entrant hereby grants to the Sponsor, and its designees, licensees, successors and assigns, the nonexclusive, royalty-free, irrevocable, fully paid, universal right and license for the duration of the Contest (or such extended period, if authorized by Sponsor in writing), to use, license, distribute, incorporate, broadcast, telecast, webcast, distribute, reuse, publish, republish, perform, edit, transmit, composite, morph, scan, duplicate, create derivative works of or alter, and otherwise exploit (a) such Submission (and to permit others to do the same), or any portion thereof, (b) to the extent applicable any information or content, including name, biographical or personal data, image, likeness and voice, included in any Submission submitted by Entrant in connection with the Contest; and (c) all graphics, photos, videos, voice recordings, statements, quotations and any other creative materials (including the Submission) of or by Entrant and furnished by Entrant as part of this Contest (collectively the "**Materials**"), in any media now known or hereafter devised, including, but not limited to, all forms of electronic media, print media and all forms of internet and wireless protocol. Each Entrant understands that his or her name, Team name, HBCU name and other Materials may be posted on the Website, or elsewhere in media in the Contest Entities' sole discretion. Entrant agrees that the Sponsor has no obligation to post a Submission or any Materials on the Website or elsewhere. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide a Submission for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Contest Entities and Entrant, does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to the Submissions, and that the only contracts, express or implied, between the Contest Entities and Entrant is as set forth in these Official Rules, and the Prize Acceptance Form (as described above).

**9. RIGHTS OF CONTEST ENTITIES:** The Contest Entities shall have the right and sole discretion to disqualify any Submission they find to be in violation of the provisions herein or that does not fully comply with all of requirements in connection with any and all legal clearance issues, or that they find in their sole discretion to be otherwise objectionable for any reason. The Contest Entities are not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of participation in the Contest. All statements and opinions made by Entrants are those of such Entrants only, and the Contest Entities neither endorse nor shall be held responsible for the reliability or accuracy of same. Contest Entities are not responsible for the content or practices of third party websites that may be linked to the Website. The Website may also be linked to websites operated by companies affiliated with Contest Entities. Visitors to those sites should refer to each site's separate privacy policies and practices.

**10. CONDITIONS OF PARTICIPATION/RELEASES:** Sponsor, in its sole discretion, may designate the Administrator to handle communication with the Entrants, Grand Prize Winner notification and fulfillment tasks on Sponsor's behalf. All applicable federal, state and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Contest Rules and the decisions of the Contest Entities, which shall be final in all respects. Each Entrant (including each Team and the Grand Prize Winner) hereby releases the Contest Entities, Presenter, YouTube, LLC, and each of their respective parent companies, subsidiaries, affiliates, distributors, advertising/promotion agencies, and prize suppliers, and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance or use of the Grand Prize. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the prize or resulting from acceptance, possession or use of a prize including participation in any activity or travel related thereto, or from participation in the Contest; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible Submissions, votes, communications or affidavits, regardless of the method of transmission; (v) any inability of the Grand Prize Winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human, administrative, technological or other errors in any materials or activities associated with the Contest. Released Parties disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Contest. Contest Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Contest (or any portion of the Contest) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper play of the Contest and, in such situation, will select the Grand Prize Winner from eligible non-suspect Submissions received prior to and/or after such action or in such manner as deemed fair and appropriate by the Contest Entities. Contest Entities may prohibit Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Contest Entities representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE 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, CONTEST ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**11. INDEMNITY:** Each Entrant (including each Team and the Grand Prize Winner) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Contest; (b) a breach or allegation, which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c)



acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

**12. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of this Contest, or the rights and obligations of Entrants ((including Teams and the Grand Prize Winner) and Contest Entities, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Any legal actions against Sponsor must be commenced within two year(s) after the claim arose. Any controversy or claim arising out of or relating to the Contest or these Official Rules will be settled by binding arbitration before JAMS, Inc. and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Each party shall be responsible for its costs incurred in such arbitration, but if Entrant cannot afford to pay for the arbitration Entrant agrees to provide us the option of paying the arbitrator before seeking to initiate any other form of dispute resolution, including litigation. The arbitration will be conducted in New York and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review. Notwithstanding the foregoing, Sponsor may immediately seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect its rights or property (including intellectual property rights).

**13. PRIVACY POLICY:** The personal information provided by Entrants may be used as provided in Sponsor's privacy policy or these Official Rules. See Sponsor's [Privacy Policy](#) for details regarding use of the personal information collected in connection with this Contest. In the event of any conflict between these Official Rules and such Privacy Policy, these Official Rules shall control. By entering the Contest, you grant Sponsor permission to correspond with you via email and/or phone regarding the Contest, to share your email address, phone number and any other personally identifiable information with the corresponding Contest Entities or third parties for the purpose of Contest administration, communication and fulfillment or for any other purposes permitted by these Official Rules or the Privacy Policy. Sponsor will not sell, rent, transfer or otherwise disclose your personally identifiable information to any third party other than as permitted by these Official Rules or the Privacy Policy.

**14. WINNER:** The Winner will be posted on the Website on or about November 16, 2018.