

**“America’s Smartland: Let the Midwest Surprise You”  
VIDEO CONTEST  
OFFICIAL RULES**

These are the Official Rules (“Rules”) that govern participation in the Midwestern Governors Association’s (MGA) “America’s Smartland: Let the Midwest Surprise You” Video Contest (“Contest”). Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these rules. It is important that you read and understand them prior to participating in the Contest.

**1. Introduction**

The “America’s Smartland: Let the Midwest Surprise You” Video Contest is an initiative of the Midwestern Governors Association (MGA). This competition seeks to highlight the unique economic and academic strengths of the Midwestern region through videos that reflect the pride and creativity of individuals and/or groups from the Midwest.

Midwesterners have long known that their home is an ideal place to live, work and get an education. Through this Contest, we hope to do more to showcase the qualities that make the region a great place to live, work and get an education.

**2. Sponsor and Administrator**

The Video Contest is sponsored and administered by The Midwestern Governors Association (MGA), a nonprofit, bipartisan organization with offices at 2025 M Street, NW, Suite 800, Washington, D.C. 20036.

**3. Eligibility**

Entrants must be a resident of one of the nine MGA member states: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Ohio and Wisconsin. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**4. Timeline**

The Contest begins in May 2012 runs through December 2, 2012, with submissions accepted through October 15, 2012 at 11:59 pm EST. The Contest consists of three phases set forth below. The Contest sponsor’s computer is the official time-keeping device for the Contest. Visit the Contest’s webpage at [www.midwesterngovernors.org/AmericasSmartland.htm](http://www.midwesterngovernors.org/AmericasSmartland.htm) for any changes to dates, phases or where to submit.

<i>Submission of Videos via Facebook page</i>	<b>DATE:</b> September 10 – October 15, 2012
<i>Public voting to identify state “people’s choice” winners (one from each MGA member state). This phase will involve followers to “like” videos via Facebook.</i>	<b>DATE:</b> October 17 – December 3, 2012
<i>Grand prize winner selected by judging panel. Winners Announced</i>	<b>DATE:</b> February 2013

## 6. How to Enter & Submission Requirements

### *How to Enter:*

- Create an original video that follows the guidelines stated in the Submission Requirements section of the Contest’s official rules.
- Upload the video via the Contest Facebook page. Timeline for submitting will start September 10 and go until October 15, 2012. Check out the MGA’s current Facebook page or the Contest website during that time for direct link to submit video.
- Read and agree to the official Contest rules.

### *Submission Requirements:*

- Videos should emphasize one or more of the following characteristics that capture the unique qualities of the Midwest.
  - i. A stand-out standard of living – vibrant cities and towns, affordable housing, cultural and sporting activities, four distinct seasons and natural resources
  - ii. High-quality education systems that prepare students for successful careers; and/or
  - iii. Strong economic climate for business and job growth.
- Videos could answer one or more of the following questions by incorporating the answer/theme into the context of the video.
  - i. How would you describe the Midwest as America’s Smartland. What best illustrates the Midwest as America’s Smartland when it comes to our people and our economy?
  - ii. What might surprise those outside the region when it comes to the quality of Midwest living and/or people?
  - iii. What is the best way to describe the value of our people and our region in a global economy? What might surprise people about the innovative ways our region is preparing for future success in a global economy?
  - iv. What surprise might be in store for someone considering a move to the Midwest? How would you demonstrate the “smarts’ of Midwesterners who choose to live in/return to the region and take advantage of its stand-out quality of life?

- Videos should not be more than 3 minutes in length and explain, in your own words and images, what captures the Midwest's qualities as an ideal place to live, raise a family, get an education, work and start a business.
- Videos should focus on the region as a whole, not an individual state. Individual states/aspects can be mentioned in the context of promoting the entire region
- Utilizing humor, positively addressing stereotypes, debunking myths, interesting historic facts, etc. are encouraged as a way to increase public awareness and interest in the region. Videos should keep a "G" rating throughout.
- Submissions must include a text description of the video in 250 words or less.
- Video should direct viewers to [www.midwesterngovernors.org](http://www.midwesterngovernors.org) for more information.
- Submissions must be in English.
- The Video cannot have been submitted previously for another promotion or contest.
- The Submission must be accompanied by fully-completed and signed forms mentioned in the "How to Enter" section of these rules.

*Content restrictions:*

- Video must not contain material that violates or infringes any person or entity's rights, including but not limited to: their rights of privacy, publicity or intellectual property rights, or that constitutes copyright infringement, or defames them or violates their trademark rights;
- Video must not disparage the Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest or people outside the Contest;
- Video must not contain brand names, trademarks or logos;
- Video must not contain, images, photos or artwork not created by entrant or not licensed as royalty-free;
- Video should not include any personal identification information about those in the Video (e.g., full name, address, social security number, birth date, etc.).
- Video must not contain material that is dangerous, inappropriate, indecent, obscene, hateful, tortious, defamatory or libelous. Your Video must be appropriate for viewing by the general public; appropriateness will be determined by the MGA and its judging panel.
- Your video 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; and
- Video must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.

**7. Limit on Number, Kind, Form of Submissions:**

Entries are limited to one per person. Submissions should not be generated by script, macro or other automated means. Entrants must have permission from all individuals that appear in the entry Submission to use their names and likenesses in the Submission and to grant the rights set forth herein (See Submission Guidelines for Release Information).

## **8. Agreement by Entrant**

By entering a Submission in this Contest, you agree:

- To grant Sponsor an irrevocable, royalty-free, worldwide right and license to: (i) use, publish, review, assess, test and otherwise analyze and judge your Submission and all its content in connection with this Contest; (ii) modify your Submission and all its content, as necessary to publish it in the online voting gallery for the Voting Phase of this Contest; (iii) publish, distribute and otherwise use your Submission, and all into content, in whole or in part, in connection with the promotion of this Contest in all media (now known or later developed) without attribution or compensation to the entrant, his/her successors or assigns, or any other entity, unless prohibited by law; and (iv) use and publish your name and likeness and the name and likeness of all individuals included in the Submission, including, but not limited to, your image, voice, actions, appearance and biographical information in any and all media now known or hereafter devised, worldwide in perpetuity in or in connection with the Contest, and in television, radio, internet, print and other advertisements and promotions for the Contest;
- To sign any necessary documentation that may be required for Sponsor and its designees to make use of the rights you granted above;
- To acknowledge that Sponsor and/or its designees, or other entrants to the Contest may have developed or commissioned materials similar or identical to your Submission, and you waive any claims you may have resulting from any similarities to your entry;
- That you understand that Sponsor and/or its designees cannot control the information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that Sponsor and/or its designees will not restrict work assignments of representatives who have had access to your entry. By entering this Contest, you agree that use of information by Sponsor and/or its designees' representatives in the development or deployment of products or services does not create liability for Sponsor and/or its designees under this agreement or copyright or trade secret law;
- That you understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules; and

- That you understand that Sponsor and/or its designees cannot control, and are not responsible for any unauthorized use of your Submission by visitors to websites where Sponsor and/or its designees publish your entry.

## 9. Notification of Winners & Awarding of Prizes

Grand Prize and People’s Choice Award winners will be notified by mail, email or phone on or around February 2013. Each winner will be required to execute and return to Administrator, any documents required by Sponsor (such as a copy of the contest [entry form](#), [talent image release](#), copy of the video or any other documents mentioned in these rules to the MGA) in order to claim his/her prize. If a winner cannot be contacted within a reasonable time period, fails to execute and return the necessary documents within the required time period, is not in compliance with these Official Rules, or prize or prize notification is returned as undeliverable, such potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, at Sponsor’s sole discretion. Acceptance of any prize shall constitute and signify winner’s agreement and consent that Sponsor and its designees may use the winner’s, name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising, public relations or other purposes.

## 10. Prizes

<i>Winner</i>	<i>Prize</i>	<i>Quantity</i>
Grand Prize	\$2,500	1
People’s Choice	\$1,000	9

All federal, provincial, state and/or local taxes are the sole responsibility of the winners. Sponsor reserves the right to withhold payments, to obtain necessary tax information from winners, and to submit tax-related documents as required by law.

## 11. Contest Results

For Contest results, Winners will be announced on [www.midwesterngovernors.org](http://www.midwesterngovernors.org) and the MGA’s Facebook page.

- The MGA reserves the right to modify the Contest rules or prizes.

## 12. Release

By participating, entrant agrees to release and hold harmless the Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and each of the Midwestern governors and their offices, their officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

### **13. 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, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys’ fees) from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

### **14. Limitations of Liability**

Released Parties are not responsible 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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; 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 travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions 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. Released Parties are not responsible for any unauthorized third party use of any Submission.

### **15. Disputes**

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

### **16. Questions**

For questions about these Official Rules contact [mga@midwesterngovernors.org](mailto:mga@midwesterngovernors.org) and include "MGA Video Contest" in the subject line.

### **17. The MGA reserves the right to modify the Contest rules or prizes**