



## **OFFICIAL RULES:**

1. **Eligibility:** The Kimberly Anne Gillary Foundation MI HEARTSafe School Video Contest is open only to high schools within the State of Michigan. All videos must be written and produced by students without parental or professional help.
2. **Submission Period:** The submission period begins at 12:01 a.m. on February 13, 2022 and ends at 11:59 p.m. on May 13, 2022 (the “Submission Period”).
3. **How to Enter:** During the Submission Period, go to <http://www.kimberlysgift.org> (“Website”), click on the Video Contest page and complete all required registration information on the online linked form. Then either mail 3 DVD copies or 3 USB Flash Drives to The Kimberly Anne Gillary Foundation at 201 West Big Beaver Road, Ste. 1020, Troy, MI 48084 (“Address”) or send an email to [kimberlyannegillaryfoundation@gmail.com](mailto:kimberlyannegillaryfoundation@gmail.com) with a link to your online video. Please be sure to include the name of your High School and contact person with your submission. We will contact you when we have received your video.
4. **Entry Requirements:** In order to be entered in the contest, entrants must comply with the registration instructions when submitting their video. The video should not be more than 3 minutes in length. The video’s file size must be less than 200MB.

The Entry must NOT contain personally identifiable information such as last names, addresses, e-mail addresses, URLs or YouTube channel addresses. Entrants must obtain written permission from each person (or their legal guardian if under 18) who appears in the video. Entrants may be required, at any time, to provide Sponsor with evidence of all such written permission(s) and authorization(s). By entering, you understand that your entry may (in Sponsor’s sole discretion) be posted online for readers to view. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the legal owner of the e-mail address appearing on the Entry.

The Entry may not contain obscene, lewd or inappropriate images or text, as determined in Sponsor’s sole discretion. Any Entry Material or portion thereof that is, in the Sponsor’s sole discretion, obscene, profane, lewd, defamatory, contains any third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered and may disqualify the Entrant. Entrants may not copy or otherwise plagiarize the Entry Material from any source. Sponsor has the sole discretion to determine whether a video qualifies as an Entry. All Entries must be the sole, original work of the Entrants. Entries become the property of the Sponsor and will not be acknowledged or returned. Entrants and winners acknowledge and agree that their Entries become the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use

Entries in any way it sees fit. Automated, script, macro or robotic Entries submitted by individuals or organizations will be disqualified. If, in Sponsor's sole discretion, the Entry appears to have resulted in any injury or bodily harm, it will be rejected. Entries must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. In such an event, the Entry will not be posted online and will be disqualified from the Contest. Any Entry not in compliance with the above and does not meet the Websites' requirements will be disqualified. By entering, you agree to waive any rights you may have to the Entry submitted.

Non-conforming videos will be rejected. The judges will notify the students of any non-conforming videos and the students will be allowed to re-submit another video, but no videos will be returned.

5. **Winner:** On or about May 31, 2022, the Judges will select the winner from the eligible submitted entries. The judges will be Kimberly's sisters: Emily, Jennifer and Katie. The decision of the judges will be final. There will be no appeal rights. Judging will be based on the following criteria: originality and creativity, communication of the importance of cardiac emergency preparedness, ability to engage your viewers and/or create a call to action.
6. **Prizes & Odds:** There will be only one winner. The prize for the winning entry will be a check in the amount of \$5,000 payable to the high school to be used as the students and the school see fit. We would like to encourage that the money be spent for CPR/AED training, additional AEDs, related equipment or for some other purpose consistent with the goals of the Foundation, but the final decision will be up to the students and school administration.

We will require that the winning team designate the purpose for which the money will be spent and to communicate their decision to us in writing before the check will be issued. There must be a unanimous decision of the students and school administration as to how the money will be used. No substitution or transfer of the prize money is permitted except at the Sponsor's sole discretion. Odds of winning depend on the number of entries received.

7. **Privacy Information:** Online contact information will be collected from entrants for the sole purpose of a direct one-time response to contact winner. Contact information will be destroyed at the conclusion of the promotion. School information will be retained for our files and only used for purposes which coincide with our mission.
8. **General Rules:** All federal, state and local laws apply. The return of any prize/prize notification as undeliverable or failure to return any documents in a timely manner may result in disqualification and an alternate winner may be chosen. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names and likenesses for purposes of advertising and publicity without further compensation, unless prohibited by law. By participating in this Promotion, participants agree to be bound by the Official Rules and decisions of the Sponsor, which shall be final in all matters relating to the Contest. The Sponsor is not responsible for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for printing, distribution or production errors or for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic

communications caused by the user or by any of the equipment or programming associated with or utilized in this Contest, or by any human, or other error, which may occur in this Contest. If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the promotion, the Sponsor reserves the right to disqualify suspect entries and/or modify or terminate the promotion in a manner deemed reasonable by the Sponsor, in its sole discretion. In the event of a dispute regarding the identity of the person submitting an entry, entries will be declared made by the person's name submitted at time of entry. Sponsor reserves the right to disqualify any individual who tampers with the Contest or Website or acts in a disruptive manner. This Contest is offered only in the Michigan and is governed by the laws of the State of Michigan. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of Michigan located in the county of Oakland for any action, suit or proceeding arising out of or relating to this Contest.

9. **Waiver:** By participating in this Contest, participant waives all rights to claim punitive, incidental and consequential damages, attorney fees or any damages incurred to participate.
10. **Winning Video:** The winning video will be posted on our website <http://www.kimberlysgift.org> and Facebook page and may also be shown through local media outlets. By submitting a video for this contest, you will agree that we can use the video for any purpose related to the contest.
11. **Sponsor:** The Kimberly Anne Gillary Foundation, 201 West Big Beaver Road, Ste. 1020, Troy, MI 48084.