

## Creative Brand Channel Contest - Terms & Conditions

Thank you for your interest in the Creative Brand Channel Contest!

The Creative Brand Channel Contest (“**Contest**”) is open to eligible agencies in Germany (“**Contest Country**”).

### **CLICK TO ACCEPT FOR REGISTRATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

The Contest is a skill contest where agencies (“**Agency**” or “**Entrants**”) will be asked to design their own brand channel on YouTube (“**Brand Channel**”), including but not limited to creating a custom gadget with content representing Agency (“**Custom Gadget**”) (“Brand Channel” and “Custom Gadget” together the “**Entry**”). The Entry will be evaluated in accordance with these Creative Brand Channel Contest Terms & Conditions (“**Rules**”). The prizes will be awarded to Entrants whose Entries are evaluated as having the highest scores in the judging criteria. See below for the complete details.

1. **BINDING AGREEMENT:** In order to enter the Contest, you must click to accept these Rules. Before clicking to agree, please verify that the person who clicks to accept is an authorised representative of your Agency and has read these Rules carefully. You may not submit an Entry to the Contest and are not eligible to receive the prizes described in these Rules unless you have clicked to accept these Rules. These Rules and any further provisions references herein form a binding legal agreement between your Agency and Google with respect to the Contest.
2. **ELIGIBILITY:** This Contest is only open to Entrants who meet the following the criteria: 1) Entrant is an agency specialising in online-marketing, media or creative services; 2) Entrant is a private company with registered office in the Contest Country; (3) Entrant is not under U.S. export controls or sanctions; (4) Entrant is not affiliated with any government or body of public administration; and (5) Agency has access to the Internet during the Contest Period. Contest is void in any country except the Contest Countries, and where prohibited by law. Employees, interns, contractors, and official office-holders of Google or any other entities professionally connected with the Contest or supplying prizes for the Contest and their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents (“**Contest Entities**”), and members of the Contest Entities’ and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.
3. **SPONSOR:** The Contest is sponsored by Google Germany GmbH (“**Google**” or “**Sponsor**”), a German corporation with principal place of business at ABC-Straße 19, 20354 Hamburg, Germany. Sponsor may involve group companies of Sponsor to implement this Contest and may assign its rights and obligations under these Terms to group companies of Sponsor.
4. **CONTEST PERIOD:** The Contest begins in June 2010 and ends on 16 September 2010. (“**Contest Period**”). Exact dates will be communicated by Google on the Contest Site.
5. **HOW TO ENTER AND PARTICIPATE: NO PURCHASE NECESSARY TO ENTER OR WIN.**
  - To enter the Contest, please register for the Contest by providing the information requested below and by clicking to accept these Rules. In order to submit a

Custom Gadget for the Contest, an authorised representative of your Agency must open an account on YouTube or use an existing account on YouTube created by such authorised representative for your Agency (“**User Channel**”).

- As part of the Contest, Google will upgrade the User Channel to a Brand Channel to which Agency will upload the Custom Gadget. In order for Google to be able to upgrade the User Channel to a Brand Channel, Agency is to provide Google with the URL of the User Channel. The Brand Channel and any content uploaded to the Brand Channel (including the Custom Gadget) must comply with the YouTube Terms of Service available at <http://www.youtube.com/t/terms>. Note that your Agency owns the Brand Channel and hosting of content on the Brand Channel (including but not limited to the Custom Gadget) (“**Brand Channel Content**”) will be entirely in the responsibility of the Agency. Agency must keep the Brand Channel live until 31 December 2010. Following the expiry of the Contest Period, Agency may only change the Brand Channel and any Brand Channel Content in accordance with the guidelines for creating and customizing a Brand Channel available on [http://www.youtube.com/t/ads\\_specs\\_policies](http://www.youtube.com/t/ads_specs_policies).
- Google will provide the technical framework that allows Agency to populate the Brand Channel and to build in the Custom Gadget (wireframe).
- Before upload to the Brand Channel, the Custom Gadget must be submitted to prior technical reviews by Google and must be finally approved by Google (“**Technical Review Process**”). Google or any group company of Google will provide technical consultancy to the Agency to facilitate compliance of the Custom Gadget with all technical requirements but makes no warranties for such feedback covering all potential issues.
- Agency must comply with all timelines and guidance communicated by Google on the Contest website located at <http://www.creative-brand-channel-competition.de/> (“Contest Site”). All information included on the Contest Site is considered part of these Rules but might be subject to change. Please therefore check the Contest Site regularly.
- The Entry must meet the “Entry Requirements” described below.
- Each participating Agency may only submit one Brand Channel to the Contest and may only upload one Custom Gadget to such Brand Channel

6. **ENTRY REQUIREMENTS.** The Entry must meet the following criteria:

- (a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is in appropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- (b) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, provincial or local laws and regulations the laws or regulations in any jurisdiction where the Entry is created.
- (c) It cannot contain any content, element, or material that is owned by a third party or violates a third party’s publicity, privacy or intellectual property rights.
- (d) It must comply with the specifications for Ads on YouTube provided under [http://www.youtube.com/t/ads\\_specs\\_policies](http://www.youtube.com/t/ads_specs_policies).
- (e) It must have been approved by Google during Technical Review.
- (f) It must fully function when set live.

During the Contest Period, the Sponsor, its agents and/or the Judges (defined below) will be evaluating each Entry to ensure that it meets the Entry Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits an Entry that does not meet the Entry Requirements.

7. **JUDGING:** Each Entry will be evaluated and scored based on the following criteria: (1) innovation and creativity; (2) interactivity and possible user engagement; (3) use of video techniques in the Custom Gadget; (4) uniqueness and custom identity of Agency; (5) extent to which the Brand Channel Content presents the portfolio of the Agency's products and services (pitch factor); and (6) adherence to the Entry Requirements and these Rules. Each Entry will then be given a total score made up of scores based upon the above-listed criteria.
- The Entry will be judged by a panel of independent experts from the advertising business ("**Jury**"). The Jury will select five Entries as the finalists ("**Finalists**"). The two Finalists receiving the highest and the second highest scores will be named the winners of the Contest ("**Winning Agencies**" or "**Winner(s)**").
  - **Selection and Notification of Winners:** If no Entries are received, no prize will be awarded. If a potential winner is disqualified for any reason, the Entry that received the next highest total score will be chosen as the potential winner. The potential winner(s) will be selected and notified by telephone and/or email, at Sponsor's discretion, after the end of the judging period. If a potential winner does not respond to the notification attempt within two days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging criteria described herein. With respect to notification by telephone, such notification will be deemed given when the potential winner engages in a live conversation with Sponsor or when a message is left on the potential winner's voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, each potential winner may be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential winners must return all such required documents within seven days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner will be selected based on the judging criteria described herein.. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of judges are final and binding.
  - **PRIZES:** Two (2) employees per Winning Agency will be invited to a short trip to California to get to know YouTube and/or Google. The Finalists will be invited to present their agencies (including but not limited to their Brand Channel) at the Google stand during the Digital Marketing Exposition and Conference trade fair ("**dmexco**") on 15 and 16 September 2010 in Cologne, sending a maximum number of two (2) employees per Finalist. During dmexco, Google will provide (i) computer terminal and (ii) internet connection at the Google stand. The Finalists may bring additional branding equipment, e.g. roll ups, business cards and brochures of their agencies ("**Additional Material**"). All Additional Material must be approved by Google in advance.

Agency participates in the Contest at its own expense. Google will not reimburse Agency for any costs incurred in the context of the Contest.

For travel prizes, airfare, accommodations, and transport of the Winning Agencies' representatives to San Francisco/Mountain View will be arranged at Google's discretion. Representatives of the Winning Agencies are responsible for transport from their home to and from their airport and any other incidentals or expenses such as cost to obtain a passport or visa, vaccinations / medical authorizations, and any other incidental travel cost not expressly stated above. Google will not account for travel or accommodation of the Finalists to and from dmexco. There is no cash alternative and the prizes must be taken as offered.

Odds of winning any prize depends on the number of eligible entries received during the Contest Period and the skill of the Entrants. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and approximate retail value will not be awarded.

8. **TAXES:** Winning Agencies and Finalists are solely responsible for payment of any taxes in connection with the prizes.
9. **GENERAL CONDITIONS:** All federal, state, provincial and local laws and regulations apply. Travel companions of the Winner(s) must also execute a Declaration of Eligibility and Liability and Publicity Release prior to ticketing and both Winner(s) and companions must possess required travel documents (e.g. valid passport and visa if applicable) prior to ticketing. Once the travel schedule has been arranged, it cannot be altered and failure of a Winner to follow such schedule shall not obligate Google in any way to provide the Winner with alternate arrangements. Google reserves the right to disqualify any Entrant from the Contest if, in Google's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, Google, or the Jury.
10. **INTELLECTUAL PROPERTY RIGHTS:** As between Google and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Entry. As a condition of entry, Entrant grants Google and the Contest Entities a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Entry (1) for the purposes of allowing Google and the Judges to evaluate the Entry for purposes of the Contest, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make videos, screenshots, animations and clips available for promotional purposes.
11. **PRIVACY:** Entrants agree that personal data entered during the registration, including name, mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes and within the context of the Contest. This data will also be transferred into the United States. By entering, Entrants agree to the transmission, processing, sharing and storage of this personal data in the United States.

Entrants also understand this data may be used by Sponsor in order to verify an Entrant's identity, postal address and telephone number in the event an entry qualifies for a prize. Entrants have the right to access, review, rectify or cancel any personal data held by Google in connection with the Contest by writing to Google at the address listed above. If a participant does not provide the data require at registration, that participant's entry will be ineligible.

Otherwise, all personal information that is collected from the Entrant is subject to Google's Privacy Policy, located at <http://www.google.co.uk/intl/en/privacy.html>.

Pursuant to EU law pertaining to data collection and processing, you are informed that:

- the data controller is Google and the data recipients are Google, its agents, and affiliated Contest Entities;
  - your data is collected for purposes of administration of the promotion and for marketing purposes;
  - you have a right of access to and withdrawal of your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043.
  - your personal data will be transferred to the U.S.
12. **PUBLICITY.** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest and agree and consent to use of their name and/or likeness by Google and the Contest Entities for such media or promotional activity, unless prohibited by law.
13. **WARRANTY AND INDEMNITY:** Entrants warrant that their Entry is their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Entry and that they have the right to submit the Entry in the Contest and grant all required licenses. Each Entrant agrees not to submit any Entry that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state, federal, provincial or local law.

To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Entry or other material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Entrant in connection with the Contest; (c) any non-compliance by the Entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Entrant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

14. **ELIMINATION:** Any false information provided within the context of the Contest by any Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Entrant from the Contest.

15. **INTERNET:** Google and/or Contest Entities are not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Entries due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an Entrant's ability to participate.
16. **RIGHT TO CANCEL, MODIFY OR DISQUALIFY.** If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Google further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.
17. **NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an Entry into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Google, or the Contest Entities. You acknowledge that you have submitted your Entry voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Contest Entities and that no such relationship is established by your submission of a Entry under these Rules.
18. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the United Kingdom, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Entrants expressly waive any and all such rights.
19. **ARBITRATION:** By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the London, United Kingdom area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.
20. **WINNER'S LIST:** A list of all winners will be posted on the Contest Site approximately mid August 2010
21. **LANGUAGE OF RULES:** Google may provide you a translation of the English language version of Rules in your local language. Where Google has provided you with such a translation, you agree that the translation is provided for your convenience only and that

the English language version of the Official Rules will govern your relationship with Google.

Details of Agency:

Name: Full Legal Name of Agency, e.g. ABC-GmbH

Name of representative:

Title of representative:

Email Address:

Postal Address of Agency:

Country:

Phone Number:

Fax Number:

URL of User Channel: