



## **Video Jingle Contest Official Rules and Participation Agreement**

The Video Jingle Contest is presented by Bernie & Phyl's Furniture in conjunction with Cambridge Honda. The Sponsor is Bernie & Phyl's Furniture.

### **THE PRIZE:**

One (1) Prize Winner will receive a 2008 Civic Hybrid.

There will be no cash substitution for the prize. The prize is non-refundable and non-transferable, except at the sole discretion of Sponsor. Sponsor reserves the right to substitute the prize (or portion thereof) with one of comparable or greater value in its sole and absolute discretion. The winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). Total value for the sole prize in this Contest is approximately \$22,000.

The prize will be awarded to the Participant submitting the winning video, provided that he/she establishes to Sponsor's satisfaction that he/she is the owner of the video and that he/she has complied with all of the Official Rules and signed the necessary releases and other forms required by Sponsor.

### **ELIGIBILITY:**

#### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

THIS CONTEST IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND WASHINGTON D.C. WHO ARE (1) LICENSED DRIVERS, (2) EIGHTEEN (18) YEARS OR OLDER (EXCEPT IN THE CASE OF LEGAL RESIDENTS OF CERTAIN STATES OR WASHINGTON DC WHERE THE AGE OF MAJORITY IS GREATER THAN EIGHTEEN (18) YEARS OF AGE, SUCH AGE OF MAJORITY), (3) HAVE A VALID E-MAIL ADDRESS AND INTERNET ACCESS AS OF THE DATE OF ENTRY, AND (4) AGREE TO COMPLY WITH THESE OFFICIAL RULES AND PARTICIPATION AGREEMENT DURING THE REGISTRATION PROCESS. BY CLICKING "THE OFFICIAL RULES" OPT-IN BOX UPON REGISTRATION, YOU ARE AGREEING TO COMPLY WITH ALL TERMS AND CONDITIONS CONTAINED IN THESE OFFICIAL RULES AND PARTICIPATION AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT PHYSICALLY SIGNED BY YOU.

Employees, officers, and directors (including immediate family members (spouse, parent, child, and sibling and their respective spouses, regardless where they reside) and any person residing in their households, whether or not related) of Bernie & Phyl's Furniture, Cambridge Honda, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, and promotion and advertising agencies, and any and all other companies associated with the Contest are not eligible to participate or win.

## **HOW TO ENTER:**

To enter The Bernie & Phyl's Video Jingle Contest go to [bernieandphyls.com](http://bernieandphyls.com) between 12:01 a.m. Eastern Standard Time ("EST") on July 16, 2008 and 11:59 p.m. EST on November 3, 2008 (the "Contest Period") and click on the Contest banners, buttons and/or links to access the online entry form for the Contest. To enter, you must (a) read, acknowledge and agree to these Official Rules including the Consent, Assignment, and Release agreement (set forth below); and (b) provide your complete name, date of birth, address, city, state, zip code, telephone number, e-mail address, and video submission pursuant to the Video Submission Requirements set forth below. When you have successfully transmitted all required information including your Submission, you will be entered in the Contest and be a "Participant." Only one person can be the designated Participant for a video submission and only Participants are eligible to win.

Sponsors reserve the right to implement new or clarify or modify existing eligibility requirements.

## **VIDEO SUBMISSION:**

The Submission must show Participant performing the jingle "Bernie & Phyl's...Quality, Comfort and Price...That's Nice", keeping the integrity of the lyrics. Contest ends and entries must be received by 11:59 p.m. EST on November 3, 2008. The clock on the [bernieandphyls.com](http://bernieandphyls.com) computer shall be the official clock of the Contest. Online entry only. No other method of entry will be accepted.

Video Submission Requirements ("Video Submission Requirements"): Participants must upload their Submission as directed during the Contest Period in accordance with the following requirements.

1. Submissions must be in one of the following formats: avi, mov, mpg, wmv, mp4, .flv (Flash 7 and 8). Bernie & Phyl's website will not accept files that exceed a file size larger than 50MB. Submissions may not exceed 30 seconds in length.
2. Submission must be in the English language.
3. Submission must be original, unpublished, the sole property of submitter, and not previously submitted in any other contest.
4. Each participant represents that his or her submission does not infringe on any third-party's copyrighted material, trademark or other intellectual property rights or privacy or publicity rights.
5. Each participant must agree that s/he is only authorized to use Bernie & Phyl's trademark and jingle in connection with creation of a video which meets all requirements set forth in these rules. Participants have no right to use Bernie & Phyl's trademark or intellectual property rights for any other purpose.
6. Submission must include the Participant as the lead performer singing the jingle "Bernie & Phyl's...Quality, Comfort and Price...That's Nice."
7. Submission must maintain the integrity of the jingle lyrics.
8. Participants will not include any of the following content (the "Content Restrictions") in any Submission: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) lotteries or gambling; (iii) explicit language or content, images of violence, discrimination, or promotion of illegal activities; (iv) content in violation of third party rights including, but not limited to: copyrights, trademark, right of publicity or any other proprietary rights; (v) libelous, defamatory, disparaging, tortuous or slanderous materials; (vi) content that denigrates, disparages or reflects negatively on Bernie & Phyl's, Cambridge Honda or any person, company, product, or service; (vii) tobacco, alcohol or drugs; (viii) dangerous stunts; (ix) real weapons of any kind including, but not limited to, guns, knives or projectiles; (x) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (xi) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (xii) material that is unlawful, in violation of or contrary to the laws or regulations in any state where the

Submission is created.

9. Submission must not include imitations of famous people or characters from movie/shows, etc.

10. No person under the age of 18 is permitted to appear in or be heard in any Submission unless his/her parent or legal guardian is the participant.

Any Submission that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

#### **JUDGING:**

A panel of staff members of Bernie & Phyl's and/or Cambridge Honda will judge all Submissions received during the Contest Period, and select ten (10) finalists, based on the following criteria: Originality 40%, Creative use of Jingle 50%, and Quality of Production 10%. All Finalists will be notified via email and /or phone on or about November 24, 2008.

#### **VIEWING THE FINALISTS' SUBMISSIONS:**

Each of the ten (10) Finalists' Submissions will be featured on Bernie & Phyl's website between 12:01am EST on November 10, 2008 and 11:59pm EST on November 23, 2008 (the "Voting Period") during which time visitors to [bernieandphyls.com](http://bernieandphyls.com) will have the opportunity to vote for their favorite Submission(s). There is a limit of one (1) vote per email address during the Voting Period. The entry that receives the most votes during the Voting Period will be deemed to be the "Grand Prize" winner, subject to compliance and verification with the Official Rules and Participation Agreement.

The Sponsor will announce the winner on November 24, 2008. If the winner declines the Grand Prize, fails to claim the Grand Prize, fails to meet the requirements for fulfillment of the Grand Prize, fails to abide by the Official Rules and Participation Agreement, or is otherwise determined to be ineligible in the Sponsor's sole discretion, the Sponsor may select the runner up as the winner.

#### **PERMISSIONS:**

\* Participants must obtain authorizations in the form provided on the Bernie & Phyl's video website at <http://videos.bernieandphyls.com> from any identifiable person that appears in, is heard in, or otherwise contributed to the Submission (each, a "Third Party Participant") allowing use of his/her name, likeness/voice or contribution in the Submission, and each Third Party Participant must pass along all rights for usage to Sponsor. Third Party Participants must be of legal age of majority in the jurisdiction where they reside.

Upon request by the Sponsor, the Participant shall provide evidence of all written authorization(s) obtained from Third Party Participants. If the Grand Prize winner is unable to provide such evidence, the Sponsor may award the prize to the runner up.

\* As a condition of participation in the Contest, Participant and all Third Party Participants agree that in the event their likeness, including performance, voice, and image in any form, as incorporated in the Submission, in whole or in part, may be used in any advertising without compensation. In addition, Participant understands and agrees that his/her video submission and any part thereof may receive exposure on television, internet, radio and other outlets, and may be subjected to comments and popularity ratings from the public at large. Sponsor is not responsible for any critical or derogatory remarks posted by the public pertaining to Participant or Participant's video. Participant agrees not to seek media exposure for the Submission, and Participant agrees to report all requests for interviews or any other media contact

to Sponsor for approval, in Sponsor's sole discretion, prior to participating in any interview or other media contact.

#### **CONSENT, ASSIGNMENT, AND RELEASE:**

As a condition for the opportunity to participate in this Contest, and the possibility of the use of Participant's Submission and/or Participant's appearing in an audio and/or visual production, the receipt of which opportunities shall be sufficient consideration for this Consent, Assignment, and Release, each Participant, by submitting a Submission, hereby:

\*agrees that the Sponsor may use the video submission in whole or in part for commercial purposes, including without limitation on television, internet, and radio.

\*warrants and represents that his/her Submission is an original work of authorship and he/she owns all right, title and interest in the Submission as of the date of submission.

\*warrants and represents that the video does not contain any materials owned or controlled by a third-party for which you have not obtained a license including without limitation, clips, remixes, or the like.

\*warrants and represents that s/he has obtained authorizations in the form provided on the Bernie & Phyl's website from any identifiable person that appears in, is heard in, or otherwise contributed to the Submission (each, a "Third Party Participant") allowing use of his/her name, likeness/voice or contribution in the Submission, and agrees to provide the Sponsor with the authorizations upon request.

\*agrees to comply with the Official Rules and Participation Agreement and represents and warrants that s/he has printed, read, and signed a copy of this agreement.

\*agrees to deliver the original executed Participation Agreement to the Sponsor upon request.

**\*represents and warrants that s/he is the parent or legal guardian of any person under the age of 18 who appears in, is heard in, or otherwise contributed to the submission and consents to the child's participation in the video and agrees to the Official Rules and Participation Agreement on their behalf.**

\* Consents to the collection by Bernie & Phyl's (or its designee) of his/her personal information, including without limitation name, street and email addresses (collectively, the "Personal Information") in connection with the Submission;

\* assigns to Bernie & Phyl's or its designees: (i) any and all of Participant's right, title, and interest in or to the Submission throughout the world and in perpetuity, including, but not limited to, the right for Bernie & Phyl's to display, broadcast, distribute, reproduce, perform, create derivative works from, and otherwise use and exploit the Submission, on television, the Internet, radio print, or any other media currently existing and hereafter developed without payment of any compensation to the Participant or his/her heirs, successors, and assigns, on its own or as part of any audiovisual or other production, (ii) the right to advertise any products, programming, or services of Bernie & Phyl's or for any other advertising, marketing, publicizing, and promotional purpose and in any materials related thereto with no compensation to Participant;

\* agrees that the foregoing assignment of rights includes without limitation the right (i) to use Participant's name (and any other Personal Information that may be incorporated into the Submission), likeness, image, voice, appearance, and performance as embodied in the Submission in whole or in part, for advertising, promotional, and trade purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, in perpetuity, without notice and without further consideration or compensation, except where prohibited by law; (ii) to edit, alter, distort, add to, rearrange, and otherwise modify the Submission, and use the Submission in whole or in part or in combination with other materials; and (iii) to assign and/or license others to use the Submission for all of the purposes hereunder;

\* acknowledges and agrees, with respect to the Personal Information, that Bernie & Phyl's shall have the right (subject to applicable law) to (i) incorporate certain of the Personal Information into the Submission and use such Personal Information as incorporated therein; (ii) analyze and use the Personal Information for any and all purposes, including without limitation sending advertising and promotional materials and for any other advertising, marketing, and promotional purposes;

- \* acknowledges that Participants shall have no right of approval of any use of the Submission and the Personal Information as permitted hereunder;
- \* agrees that the Submission shall only be used as an entry to the Contest and for no other purpose including, without limitation, posting on any other website (e.g., YouTube, mySpace, etc.);
- \* acknowledges that Bernie & Phyl's has allowed Participant to use Bernie & Phyl's trademark for the sole purpose of creating a video for this Video Jingle Contest; and
- \* releases in perpetuity the Released Parties from any claims, demands, losses, and liabilities of any nature arising out of or in any way connected with the Contest, the Submission, the Personal Information and the use thereof as permitted hereunder, including, but not limited to, claims of false endorsement or infringement of rights of publicity or privacy.

Each of the ten Finalists may be required to submit his/her valid social security number and a valid driver's license to the Sponsor and execute and return to Sponsor an Affidavit of Eligibility, a copy of this Agreement, and any other documents deemed necessary by the Sponsor within five (5) days of notification. Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official Rules, or the return of any prize or Prize Notification as undeliverable may result in disqualification and prize will be forfeited and, at Sponsor's sole discretion, awarded to the runner-up.

By participating in the Contest, each Participant agrees to (i) be bound by these Official Rules, including all entry requirements; (ii) hold harmless, indemnify, and waive any and all claims from and/or against Bernie & Phyl's Furniture, Cambridge Honda, Magnify.net, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, representatives, agents, employees, licensees, distributors, dealers, retailers, printers, and advertising and promotion agencies, and any and all other companies associated with the Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, the "Released Parties") for any injuries, losses, or damages of any kind that may occur, directly or indirectly, in whole or in part, resulting from the participation in this Contest or from the receipt, acceptance, use, misuse, possession, and/or loss of any prize; and (iii) grant the Sponsor and its designees the right to publicize such Participant's name, address (city and state of residence), image, photograph, voice and/or other likeness, appearance, and performance as embodied in the Submission and/or prize information in any media now known or hereafter devised, throughout the world, in perpetuity without additional compensation or consideration, notification or permission, unless prohibited by law.

The Contest is void where prohibited or restricted by law, rule, or regulation. This Contest and these Official Rules and Participation Agreement will be governed by the laws of the Commonwealth of Massachusetts. Massachusetts will be the exclusive venue for any dispute arising out of or relating to this Contest or these Official Rules and Participation Agreement.

**DISQUALIFICATION:**

Any violation of these official rules by any participant, in the Sponsor's sole discretion, will result in such participant's immediate disqualification from the contest.

**OTHER CONDITIONS:**

The Released Parties (as defined above) assume no responsibility for computer system, phone line, hardware, software, or program malfunctions or other errors, failures of any kinds, delayed computer transmissions or network connections that are human or technical in nature. Sponsor reserves the right in its sole discretion to cancel or suspend this Contest, in its entirety or in part, should virus, bug, tampering, unauthorized intervention, fraud, technical failures, or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. Released Parties

are not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest by any technical or human errors which may occur in the processing of the entries in the Contest. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process or the operation of the Contest or the Contest website or to be acting in violation of these Official Rules and to cancel, terminate, modify or suspend the Contest and, if cancelled, to determine the winner, if any, from among all eligible, non-suspect Submissions achieved up to the point of cancellation.

**CAUTION:** ANY ATTEMPT BY ANY PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH PARTICIPANT AND RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

All entries must include a valid e-mail address for the Participant. In case of multiple Submissions received from any person, only the first Submission received from such person will be considered. In the event of dispute as to the identity or eligibility of a winner based on an e-mail address, the winning Submission will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

In the event that the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, or to disqualify participants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any participants who are disqualified due to such an action. Nothing herein will obligate Bernie & Phyl's to make any use of any of the rights set forth herein. Sponsor may, in its sole discretion, take whatever measures it deems necessary or appropriate to preserve the fairness and integrity of the Contest.

**PRIVACY:**

Contest entry requires registration at [www.bernieandphyls.com](http://www.bernieandphyls.com) where personally identifiable information will be collected including, without limitation, names, email addresses, mailing addresses, and phone numbers. The personal information of Participants and the winner may be used by Sponsor in the manner set forth in these Official Rules.