

TERMS AND CONDITIONS OF THE CONTEST

ELIGIBILITY: The 2017-2018 Tell Her Story Contest (the “Contest”) is open to anyone who is 18 years or older, has an active email account, and access to the Internet. There are no restrictions on gender/nationality/place of residence of the entrant.

ORGANIZERS AND SPONSORS: The Contest Organizer is the Institute for South Asia Studies at the University of California-Berkeley and the Sponsors are Facebook, Folio3, and Zareen’s.

Agreement to Official Rules: By participating, each entrant acknowledges they are participating at their own risk and that neither the Contest Organizer nor the Sponsors are responsible for any physical harm or death that may befall any entrant as a result of participation in this Contest.

TIMING: The contest begins on October 15, 2017 and ends on January 15, 2018 by 5 pm Pacific Standard Time.

HOW TO ENTER: To participate in this Contest, any person may create a story about women from South Asia in the form of images (10 or less) OR video clips (<120 seconds) WITH accompanying text in English (<300 words) describing the story. Once the Submission has been created, the entrant may visit <https://www.facebook.com/tellherstorycontest/> to complete and submit the registration form, and upload the Submission. By uploading a Submission, both the entrant who created the Submission, and the person featured in the Submission, agree that the Submission conforms to the Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsors, in their sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions.

STORY GUIDELINES:

- The story should be about a woman, or a group of women, from South Asia and should be based on an actual person or group,
- The story should be in the form of EITHER images (10 or less) OR video clips (<120 seconds),
- The story should include text in English (<300 words) describing the project.

CONTENT RESTRICTIONS:

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Organizers, Sponsors, Administrator or any other person or party affiliated with the Contest;
- The Submission must not contain images or artwork not created by the entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libelous;
- The Submission 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;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the country where Submission was created

SUBMISSION REQUIREMENTS

- a. By entering a photo or video (a “Submission”), the entrant certifies and represents that each Submission: (i) is entrant’s original video or audio visual content, footage and photographs and does not infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate of any applicable law or regulation when used as contemplated in these Official Rules; (ii) has not been previously awarded a prize, or award during any

other contest or promotion, (iii) has all rights and licenses necessary to grant to the organizers the rights granted in the Submissions and Appearances (defined in d below); (iv) is not obscene, lewd, profane, pornographic, disparaging, indecent, fraudulent, false, misleading, deceptive, defamatory, vulgar, offensive, discriminatory, hateful, harassing, harmful, violent, threatening, in violation of any applicable law or regulation, does not show illegal or other inappropriate behavior, (iv) to the extent that the entrant does not have rights to any music, images, video, audio, photos, text, or other material embedded within the Submission, or that other people recognizable appear in the Submission, ("Third Party Materials"), entrant agrees to obtain the appropriate licenses, permissions, and/or releases from the owner of such Third Party Materials. The Contest Organizers and Sponsors may request that entrant provide a completed standard release form for any Third Party Materials as a condition to receiving any Prizes; and (vi) entrant's agreement to the terms and conditions of this Agreement will not violate or conflict with any obligations owed by Licensor to a third party.

- b. By entering the Contest and/or submitting any Submission, you hereby grant to the Contest Organizers and Sponsors a worldwide, non-exclusive (as described herein), perpetual, irrevocable, transferable, fully paid-up, royalty-free right and license, with the right to sublicense:
- c. to use, reproduce, prepare derivative works, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission, in whole or in part, for commercial or non-commercial purposes, including but not limited to the marketing, promoting and advertising of the Contest Organizers and Sponsors' brand, products and services, monetization of content through advertising, subscription, licensing and other means, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of the Contest Organizers and Sponsors, on and through third-party distribution channels selected by, but not affiliated with the Contest Organizers and Sponsors; you also grant the Contest Organizers and Sponsors the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission (Entrant agrees that neither the Contest Organizers and Sponsors nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the licenses granted herein), in any form, medium or technology now known or later developed, including, but not limited to, the following: (i) Online / Mobile: All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by the Contest Organizers and Sponsors and/or third parties; (ii) PR / Industrial / Retail: All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Works and Other Materials at retail establishments (e.g., "point-of-sale" and "point-of-purchase" displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events; (iii) Print Media: The display and other use of submissions in and in connection with all forms of print media, including, without limitation, catalogues, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals; (iv) Out-Of-Home / Transit / Events: The exhibition, display, performance and other use of submissions via all forms of out-of-home advertising (including, without limitation, on billboards, "bus wrappers" and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and "ride-sharing" services) and at public events (including, without limitation, on electronic billboards and video displays at those public events); (v) Television: All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television); (vi) Theatrical: Theatrical exhibition (including, without limitation, as embodied in motion pictures); (vii) Home Video / EST: All home video formats (i.e., DVD, Blu-Ray, VHS and other fixed, transportable audiovisual media) and the "electronic sell-

- through” of motion pictures and television programs embodying the Works in digital download formats; and (viii) Other Uses: Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Submission not set forth above.
- d. These Official Rules also govern the Contest Organizers and Sponsors use of entrant’s name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information (“Appearances”) as included in the Submission, to the extent that entrant recognizably appears in the Submission, you grant the Contest Organizers and Sponsors the right to use the Appearances within or in connection with the the Contest Organizers and Sponsors Materials, in any and all media now known or hereafter created, including, but not limited, to the Contest Organizers and Sponsors Network, as necessary to exercise the rights granted in these Official Rules.
 - e. If a Submission does not meet the criteria set forth herein, the Contest Organizers and Sponsors may disqualify and discard the Submission either immediately or at any time during the Contest. By entering a Submission, entrants acknowledge that the Contest Organizers and Sponsors may obtain other submissions, content or materials that are similar or identical in theme, format or other respects to that submitted by the entrant. Entrants acknowledge that, by entering a Submission, the Contest Organizers and Sponsors do not waive any rights to use similar or related ideas, themes, or concepts previously known to the Contest Organizers and Sponsors, or developed by its employees, or obtained from sources other than the entrant. The Contest Organizers and Sponsors have the right to review all Submissions and all Submissions may or may not be posted on the Contest Page or in another media, in the Contest Organizers and Sponsors sole discretion. By entering a Submission, entrants agree that the Contest Organizers and Sponsors are not responsible for any unauthorized use of Submissions by third parties. The Contest Organizers and Sponsors do not guarantee the posting of any Submission and reserves the right to take down any Submission for any reason at any time. Entrant waives any right to inspect or approve versions or portions of the Submissions used by the Contest Organizers and Sponsors in the Contest Organizers and Sponsors Materials as contemplated by this Agreement.
 - f. No mail-in entries are allowed. Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods. Each entrant is allowed only one entry. Entrants violating any of these Official Rules may be disqualified.

From the time a Submission is submitted, the Contest Organizers and Sponsors reserve the right to review the Submission before posting it online, or to remove any Submission even after it has been posted. No guarantee is made regarding the length of the review period, or that any particular Submission will or will not be posted.

The Contest Organizers and Sponsor reserve the right, in their absolute discretion, to determine if any particular Submission is appropriate for posting. All Submissions that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

JUDGING AND SELECTION:

There will be a three-stage selection process:

- An approval process to ensure that all submissions meet the selection criterion of the contest.
- Number of likes/comments/shares on Facebook.
- A panel of judges determined by the Organizer and Sponsors in their sole discretion.

PRIZES AND ODDS:

- Top 25: Highlighted on Facebook Contest page, Instagram Feed, YouTube Channel; Mention in Press Release Coverage in local and national media
- Top 2 Runners Up: Highlighted on Facebook Contest page, Instagram Feed, YouTube Channel; Mention in Press Release Coverage in local and national media; \$1000 each cash award; Round Trip to CA; 5 Day stay in Berkeley; Matchup with team members to realize the story as a short film or book; Matchup with donors for potential additional funding for film

- Grand Prize Winner: Highlighted on Facebook Contest page, Instagram Feed, YouTube Channel; Mention in Press Release Coverage in local and national media; \$5000 each cash award; Round Trip to CA; 5 Day stay in Berkeley; Matchup with team members to realize the story as a short film or book; Matchup with donors for potential additional funding for film

Winners are solely responsible for any and all taxes, if any, that apply to prizes. Winners are required to complete and submit a W-9 prior to delivery of a prize.

NOTIFICATION OF WINNERS:

The Top 25 and Top 3 winners will be announced on the Contest Organizers and Sponsors social media pages (Facebook, Twitter, Instagram). They will also be individually notified via email on day of announcement and may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within ten (10) days of date of receipt. Should there be any question as to originality of a winning Submission, or in the event that ownership of Submission cannot be satisfactorily determined by the Contest Organizers and Sponsors, then the Contest Organizers and Sponsors reserve the right to revoke a prize and disqualify the Submission. Without limiting any other terms of these Official Rules, if a potential winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and awarded to an alternate winner. In the event of a dispute regarding the identity of a prize winner, the entry will be deemed submitted by the Authorized Account Holder of the email account specified in the entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. No automatically generated entries will be accepted.

GENERAL RULES:

By entering the Contest, entrants agree to be bound by these Official Rules. The Contest is offered by the Institute for South Asia Studies at the University of California-Berkeley, which is not responsible for (a) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by email or postal mail or otherwise, (b) theft, destruction, unauthorized access to or alterations of entry materials, or (c) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

Entrants, by participating in this Contest, further agree to waive, release, indemnify, defend and hold harmless the Institute for South Asia Studies at the University of California-Berkeley, Folio3, Zareen's, Facebook (the Contest Organizers and Sponsors") and their parent, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, non-sponsors (together, the "Released Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond the control of the Contest Organizers and Sponsors that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including undeliverable messages resulting from any form of active or passive email filtering by a user's Internet service provider, lost, late, delayed, inaccurate, incomplete, or misdirected messages, any injury or damage to any person's computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or

otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest or the processing of Submissions. .

IN NO EVENT WILL THE CONTEST ORGANIZERS AND SPONSORS BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE CONTEST ORGANIZERS AND SPONSORS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ADDITIONAL CONDITIONS:

Except where prohibited by law, by participating in the Contest, each entrant consents to the use by the Contest Organizers and Sponsors and their related and affiliated companies of his/her name, address (city, state), photograph, likeness, biographical information, Submissions, entry and/or statements made by or attributed to the entrant (if true) relating to the Contest for advertising, publicity and promotional purposes in any and all media now or hereafter known, worldwide in perpetuity, without further notice, permission and/or compensation.

Submissions will not be acknowledged or returned.

The Contest Organizers and Sponsors reserve the right, without liability to entrant, to cancel, suspend or modify the Contest (or any portion thereof) in its discretion and at any time if it is determined that fraud, misconduct, or technical failures have corrupted the administration, security, integrity or proper administration of the Contest, in which case prizes will be awarded in a fair and equitable manner among eligible entries received that are not affected by the problem, to the extent possible. The Contest Organizers and Sponsors reserve the right in their sole discretion to disqualify any entrant or winner (and void all associated Submissions) if fraud or tampering with a Submission is suspected, or if the individual fails to comply with any requirement of participation as stated in the Official Rules. The Contest is subject to these Official Rules and all applicable federal, state and local laws. As stated above, the Contest is void where prohibited or restricted by law. By participating in this Contest, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of the judges, which are final and binding on all matters pertaining to the Contest. Headings are provided for convenience only. These Official Rules are governed by California law, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Contest and these Official Rules must be brought in exclusively in the state or federal courts located in Santa Clara County, California, and you hereby consent and waive any objection to the jurisdiction of said courts for any such dispute. By making a Submission, you agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

PERSONAL INFORMATION:

The Contest Organizers may collect personal data about entrants online, in accordance with their privacy policy and as may be more specifically set forth in these Official Rules. Please review these Official Rules and the Contest Organizer's privacy policy at

<http://southasia.berkeley.edu/privacy-statement>. Except to the extent restricted by applicable law, by participating in the Contest, entrants hereby agree to the Contest Organizers collection and use of their personal data and acknowledge that they have read and accepted these Official Rules and the Contest Organizers privacy policy. Unless expressly agreed to as above, personal data will only be used for the purpose of administering the contest and notifying entrants if they have been selected as an eligible prize winner. Such data will not be misused, and will be stored only with the Contest Organizer for the purposes identified in these Official Rules. Entrants have a right to access, review, rectify or cancel any personal data held by the Contest Organizers by emailing the Contest Organizer at isas@southasia.berkeley.edu

Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and each Organizers' and Sponsors' decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.