

# Official Rules

## “Make it in the USA” Video Contest

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### About

1. The “Make it in the USA” Video Contest (“Contest”) is sponsored by the International Union, United Automobile, Aerospace, Agricultural Implement Workers of America (“UAW” or “Sponsor”) to promote the idea that we can have an economy that helps American families and communities thrive when we buy the products that we build. That’s it. Build it here. We’ll buy it here.
2. Each person who submits a video in the Contest (each an “Entrant” and together “Entrants”) must submit a short digital video focusing on the message stated above and explained in more detail in Section 12 below and at <http://buildbuyusa.org/contest-registration/> (each an “Entry” and together “Entries”). The presentation of the content of the video is up to the Entrant and is limited only by the Entrant’s creativity. The videos may consist, by way of example only, of short films, skits, songs, jingles, poems, etc. There will be one prize awarded in each of the following four categories: A) Song, B) Not Song, C) (Union) Members Only and D) People’s Choice. Winners will be chosen as determined by these Rules. Each winner will receive \$5,000. The winner of the Song category will also win the opportunity to record in a professional, union recording studio.

### Eligibility

3. Open to legal residents of the 50 United States of America, plus the District of Columbia and Puerto Rico who have reached the age of majority in the jurisdiction in which they reside at the time of submission of their Entry. The judges of the Contest and employees of UAW and Build Buy Partners (including: the American Federation of Musicians, UNITE HERE and Labor 411), and their immediate family members (spouse, parent, step-parent, child, step-child, sibling, step-sibling and their respective spouses), and persons living in the same household of any such judge or employee (whether related or not) are not eligible to participate in the Contest.
4. The prize winner for “(Union) Members Only” must be a member in good standing or retired member in good standing of a U.S. labor union at the time of submission of his/her Entry and must identify his/her union.
5. Only one eligible person will be awarded a prize in each category. If a group of eligible individuals enters the Contest together, only one prize will be awarded and it will be awarded to the first individual identified as the Entrant in the online submission form located at <http://buildbuyusa.org/contest-registration/>

(the “Entry Form”).

## Timeline

6. **Contest opens:** March 7, 2018, at 12 p.m. EST. This is the first day Entries will be accepted.
7. **Contest closes:** April 25, 2018, at 12 p.m. EDT. This is the last day Entries will be accepted.
8. **Voting for People’s Choice begins:** May 16, 2018, at 12 p.m. EDT.
9. **Voting for People’s Choice ends:** May 31, 2018, at 12 p.m. EDT.
10. **All winners announced:** June 1, 2018, at 12 p.m. EDT.
11. UAW’s computers shall serve as the official timekeeping device for the Contest.

## Theme

12. All Entries should embody the “Make it in the USA” theme: that we can have an economy that helps families and communities thrive when we buy the products that we build. Each Entry must have a core message in support of creating good manufacturing jobs in the United States, buying goods Made in America, or supporting union workers. While being proud to buy American is encouraged, messages that disparage other countries or nationalities are not.

Subjects can include (but are not limited to):

- American-made products mean quality, safety, durability and value;
- Consumers deserve to know where the products they buy come from;
- Consumers care about how the workers who make products are treated;
- Unions matter;
- Making products in the U.S. means good jobs for our communities;
- Corporations should be held accountable for skirting strong environmental laws by moving production to countries with low environmental standards.

## Entry Requirements

13. All Entries must consist of a digital video (MP4, WMV, AVI or MOV) no more than four minutes long which must be uploaded onto Youtube. Each video must begin with a 10 second full-screen “title screen” that includes the following information:
  - Entrant’s name
  - Title of the video
  - Name of performer(s)
  - Writing credit(s)
  - Date of video recording
  - Total running time of the video (not including the 10 second title screen)

14. Entries must be submitted through <http://buildbuyusa.org/contest-registration/> during the Contest period, which begins on March 7, 2018, at 12 p.m. EST and ends on April 25, 2018, at 12 p.m. EDT. Any Entries received before or after the Contest period will not be eligible for a prize.
15. Only online Entries will be accepted.
16. Entrants must complete the Entry Form located at <http://buildbuyusa.org/contest-registration/>
17. On the Entry Form, Entrants will indicate whether the video is a Song or Not Song. Entrants will also indicate if they are a union member in good standing and the name of their union. All song Entries will be considered for best Song. All Not Song Entries will be considered for best Not Song. After determining the winners of best Song and Not Song based on the Evaluation Criteria described elsewhere in these Official Rules, the next highest rated video which is submitted by a union member in good standing will be awarded the (Union) Members Only prize, regardless of whether the best Song or Not Song prizes were won by a union member. Each Entry is eligible to win one prize only.
18. Entries will be accepted in either the Song or Not Song category:
  - a. **Song:** submit your *original* song or jingle. The video can be of a performance or a music video.
  - b. **Not song:** submit your *original* video of something that does not consist of a song, such as, by way of example only, an original skit, short film, commercial, speech, animation or slideshow.
19. Of the remaining qualifying videos submitted that have not already won a prize, twenty (20) will be selected by a panel of judges to be considered for a People's Choice award to be decided in an online voting system. The videos will be selected based on the Evaluation Criteria discussed below (Section 29) and will reflect a variety of the Contest Entries in terms of format, genre and subject matter.
20. There is no entry fee.
21. Each Entrant may submit only one Entry. Submission of more than one Entry will disqualify both.
22. Sponsor has secured permission from UNITE HERE for all Entrants to use the "(Look for the) Union Label" song (the "Song"), made famous by the International Ladies' Garment Workers Union. Contest Entrants may sample the Song or use elements of the Song in their original work for purposes of this Contest only.
23. By using any part or element of "(Look for the) Union Label" song, Entrant acknowledges and agrees that he/she is being given a non-exclusive, royalty-free, non-transferrable, fully revocable license to use the Song in connection with this Contest only. Entrant understands that the Song is the exclusive property of UNITE HERE International Union and understands that the license to use the Song does not permit use of the Song for any purpose except in connection with this Contest. Entrant understands and agrees that, in consideration of using the Song in his/her Entry for the Contest, by submitting an original performance in connection with the

Contest, he/she is hereby irrevocably transferring all rights, title and interest in the performance (“Entry”) to UNITE HERE International Union and United Auto Workers Union for the entire term of copyright throughout the world, and in consideration for being able to use the Work in his/her performance, hereby give them worldwide, exclusive, royalty-free, irrevocable license to use the Entry in any manner, with or without alteration, without further compensation.

24. By submitting your Entry, you represent and warrant to Sponsor that (a) the Entry is wholly original and does not infringe upon or otherwise violate any right of any third party or contain any third party material (other than the Song), (b) you have all rights necessary to submit the Entry in the Contest in accordance with these Official Rules; (c) no party other than you has any right, title or interest in and/or to the Entry and/or any part of the Entry, and (d) if other people appear in the Entry, you have their explicit permission to submit the Entry in this Contest and to grant the rights granted herein.
25. All Entries must comply with all local, state and federal laws of the United States. Nothing in any video may 1) promote illegal behavior; 2) support racial, religious, sexual or other invidious prejudice; 3) be obscene; 4) violate rights established by law or agreement; 5) invade the privacy of any person; 6) contain defamatory statements; 7) promote or advertise a product or service, or 8) be otherwise inappropriate as determined by Sponsor in its sole determination.
26. Sponsor reserves the right, at its sole discretion, to consider ineligible any Entry and disqualify the Entrant, without prior notice at any time, if it suspects or finds that: an Entry actually or potentially infringes upon any third party’s intellectual property right and/or it is discovered that necessary permissions for an entered video have not been obtained; the Entry does not comply with the established Entry requirements; the Entry contains obscene, unlawful or other objectionable material; the Entry is advertising or promoting products or services; the Entrant engaged in fraud relating to the Entry process or the operation of the Contest; or the Entrant violated these Official Rules.
27. Sponsor is not responsible for any Entries that are lost, damaged, or that do not upload properly. If Sponsor does not receive an Entry during the Contest Period for any reason or it is not viewable or audible, it will not be entered in the Contest and it will not be eligible to win a prize.
28. By entering the Contest, you grant to Sponsor a perpetual, fully paid, irrevocable, license to reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, alter, edit, manipulate, incorporate into other materials, and otherwise use, and permit others to use and perform throughout the world your Entry in any manner, form or format, now and hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of the Sponsor, this Contest, all without further consent or payment to you.

## **Selection of Winners and Evaluation Criteria**

29. Judges selected by the Sponsor will evaluate each video according to the following “Evaluation Criteria”: a) whether it meets the minimum requirements of submissions for the Contest, b) how well the video embodies and communicates the “Make it in the USA” theme; c) originality and creativity; d) accuracy of information; e) entertainment value; f) effectiveness in reaching the target audience (general public); and g) overall quality.
30. The judges will select one winner based on the Evaluation Criteria in each of the following categories: Song, Not Song. The next highest rated Entry that is submitted by a union member in good standing will win the (Union) Members Only category.
31. The judges will also select twenty (20) videos from all eligible Entries (excluding the winning videos in the Song, Not Song and Union Members Only categories) that reflect the wide variety of the Contest Entries in terms of format, genre, and subject matter and based on the Evaluation Criteria (“People’s Choice”). The People’s Choice nominees will be posted on the <http://buildbuyusa.org/contest-videos/> beginning May 16, 2018, at 12 p.m. EDT. The general public may vote for their favorite People’s Choice Nominated Entry exclusively at the <http://buildbuyusa.org/contest-videos/>. Voters must be legal residents of the 50 United States of America, plus the District of Columbia and Puerto Rico who have reached the age of majority in their jurisdiction and may vote no more than once a day. Voting for People’s Choice begins on May 16, 2018, at 12 p.m. EDT and ends May 31, 2018, at 5 p.m. EDT. The video with the most votes will win the People’s Choice category. In the event of a tie, the judges will pick a winner between the tied videos.
32. The judges’ decisions are final.
33. The odds of winning a prize depend on the number of eligible Entries received.

## Prizes

34. There will be one winner in each category. The cash prizes are as follows:
  - a. **Song:** \$5000 cash prize;
  - b. **Not Song:** \$5000 cash prize;
  - c. **(Union) Members Only:** \$5000 cash prize;
  - d. **People’s Choice:** \$5000 cash prize.
35. In addition, winner of the Song category will also receive one recording session of up to four hours at American Federation of Musicians/Musicians Union of Los Angeles Studio 47 recording studio. Prize includes: services of an engineer, set up for musicians, two hours of editing/mastering, use of studio equipment and instruments and five copies of final DVD or compact disc. Prize is not severable or transferable and must be used in one session. Recording session to be scheduled based upon availability of the studio and prize must be used by May 1, 2019. Winner responsible for own travel to/from Los Angeles and all costs and expenses while in Los Angeles. Prize package has value up to \$1000.

36. Taxes on the prizes and all expenses related to acceptance and use of the prizes are the sole responsibility of the winners.
37. All prizes must be claimed within fifteen (15) business days of receipt of notification from Sponsor that his/her Entry has won a prize. If the Entrant fails to properly notify Sponsor, the Entrant forfeits his/her prize and Sponsor may, in its sole discretion, award the prize to a runner-up Entrant.
38. Prizes are not transferrable and no prize substitutions shall be made, except at Sponsor's sole discretion.
39. Prize will be awarded and will be provided to the individual person identified as the Entrant on the Entry Form. If more than one individual is listed on the Entry Form, the first person listed will be deemed the winner. In the event of a dispute about the identity of the Entrant, the Entrant will be declared made by the authorized account holder of the email address submitted at time of entry.

## Notification

40. Winners will be notified by Sponsor either by certified mail and email and will be provided with instructions as to how to claim their prize. The winner will be required to complete an affidavit of eligibility and a liability release. If a prize is not claimed by the time period noted, or any required forms are not received by the deadline, the prize will be forfeited and Sponsor may, in its sole discretion, award the prize to a runner-up Entrant.
41. Winners Announced at <http://buildbuyusa.org/> no later than June 1, 2018 at 5 p.m. EDT.
42. A list of the winner in each category will be posted at <http://buildbuyusa.org> for at least 90 days after announcement of the winners is made.
43. You may also request a winner list by sending an email to [info@buildbuyusa.org](mailto:info@buildbuyusa.org) or via mail to the BuildBuyUSA c/o UAW at the address stated below, which must be received by the UAW no later than August 30, 2018.

## Conditions and Disclaimers

44. All Entrants retain their copyright rights in and to the videos that they submit. By entering this Contest, all Entrants grant UAW the irrevocable, perpetual, worldwide right to reproduce, distribute, publicly display, publish, and create derivative works of all videos in any media now known or hereafter developed, including on UAW websites, and other promotional materials. UAW does not need to obtain additional consent from Entrants relating to, or to notify Entrants prior to, the use of any submitted videos. UAW will credit the Entrant when feasible in UAW's sole discretion.
45. Sponsor is not responsible for any tampering with this Contest (e.g., hackers, viruses, automated entry devices and other). Sponsor reserves the right to terminate or

modify the Contest at any time in case of technical failures or any other issues outside of its control. Sponsor also reserves the right to disqualify anyone who violates these Official Rules.

46. The information Sponsor collects about Entrants through this Contest will be used for the purposes of this Contest only. Sponsor will not use any personal information for any other purpose.
47. By entering this Contest, all Entrants agree to release and hold harmless UAW, Build Buy Partners, Labor411, AFM, UNITE HERE and their affiliates, officers, directors, employees and agents, from all claims, losses, damages and liabilities arising out of their participation in this Contest and the acceptance of any prize awarded hereunder.
48. Attempts to improperly affect or influence the legitimate operation of the Contest may be a violation of criminal and civil law. Sponsor reserves the right to seek damages against such person or entity to the extent permissible by law. Sponsor reserves the right to seek damages against any individual who attempts to deliberately damage any website associated with the Contest or Sponsor, or who attempts to adversely affect the legitimate operation of the Contest.
49. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry or operation of the Contest, or who Sponsor determines has violated the Official Rules, or who behaves in a manner that is disruptive to the proper operation of the Contest, or who behaves in a manner that is otherwise unacceptable in Sponsor's sole determination.
50. Each winner grants a release to Sponsor to use winner's name and likeness in promotional materials relating to the Contest.
51. Each Entrant acknowledges that he/she has read, understands and agrees to be bound by these Official Rules. By submitting an Entry, you warrant that your Entry complies with all the requirements set out in these Official Rules.
52. No purchase or payment necessary. A purchase will not increase your chances of winning.
53. This Contest is void where prohibited by law.
54. The Contest and the Official Rules shall be governed by the laws of Michigan, which shall be the proper venue for any claim, suit, or dispute arising from participation in the Contest and these Official Rules.
55. Sponsor's address is 8000 East Jefferson, Detroit, MI 48214.