

**PCTV TALENT CONTEST
OFFICIAL RULES and PCTV WAIVER FORM
VOID WHERE PROHIBITED BY LAW**

CONTEST ENTRY PERIOD: PCTV TALENT CONTEST (“Contest”) entries accepted starting on **January 28, 2021** and ending on **February 28, 2021** for online entries or postmarked by February 28, 2021 for mailed entries (“Contest Entry Period.”)

First Place Prizes: Three (3) first-place winners (one from each category will each receive twelve percent (15%) of the total Contest entry fees collected by PCTV and a PCTV first-place winner certificate; and each winner will be featured (name and category only) and their Contest video submission broadcast on PCTV (“First-Place Prize”)

Second Place Prizes: Three (3) second-place winners (one from each category will each receive PCTV second-place winner certificate; and each winner will be featured (name and category only) and their Contest video submission broadcast on PCTV (“Second-Place Prize”)

Third Place Prizes: Three (3) Honorable Mention winners (one from each category will each receive PCTV Honorable Mention winner certificate; and each winner will be featured (name and category only) and their Contest video submission broadcast on PCTV (“Third-Place Prize”)

Selected Entries: In addition to the Prize winners, the Contest Jury will also select additional entries which will be listed on PCTV and PCTV website (name and category only).

Sponsor: PCTV, a New York not-for-profit (PCTV or Sponsor) organization with its Contest coordinating office located at 2 LAKE STREET, PLEASANTVILLE, NY 10570

Entrants: The Contest is available to persons who meet the eligibility requirements set forth below, and are referred to hereafter as “entrant,” “entrants,” “you” or “your.”

Eligibility Requirements: Entrants must meet all of the following eligibility requirements:

- Entrants apply in one of three (3) age categories (age is as of date of entry):
 - (i) Under 12,
 - (ii) 13 years to 19 years of age, and
 - (iii) 20 years or older.
- Entrants must be a legal resident of NY with a verified address that is not a P.O. Box or military address.

NOTE: Employees of Sponsor, its subsidiaries, affiliates, parent companies and joint venture companies, as well as members of their immediate families and households (including children and siblings and persons living in the same household) are not eligible.

How to Enter:

Record an original video of something you want to share on PCTV.

- Video must be on mp4 (Android) or MOV (iPhone) with a maximum length of 2 minutes (“Video”)
- Video must meet the originality and other requirements set forth below under Video Guidelines

Complete the Contest Entry Form (available on PCTV76.org or at PCTV studio) and if you are under 18 years, have your parent or guardian sign the form. Be sure to check the box indicating you are eligible to enter and have read and agree to these Official Rules. Also choose the appropriate category for your entry.

- Under 12 ; or
- Teenager – Entrants aged 13 – 19; or
- Community – Entrants aged 20 years or older

Submit your complete Contest Entry Form and Video, plus payment of the Entry Fee, either:

- Email your video and Entry Form to pctvtalent@pctv76.org with the required information and pay the Entry Fee through PayPal at PCTV76.ORG. (PCTV must receive complete entry by 11:59pm, February 28, 2021);
OR
- Email your video and entry form to pctvtalent@pctv76.org and mail your Entry Fee with a check payable to PCTV (postmark deadline is February 28, 2021) to:
PCTV P.O. Box 426, Pleasantville, N.Y. 10570 ATTN: PCTV Talent CONTEST. Include name, email, phone, and category.

Entry Conditions: Each entry must comply with the requirements below:

1. All Videos entered in the Contest (i) must be original and made by you (but you may not have received professional fees for the video or won a prize in another contest for the video), (ii) may not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, copyright, trademark, patent or other intellectual property rights, (iii) may not contain any brand names, logos or trademarks without prior permission of the owner, (iv) may not contain any content or reference that is offensive, indecent, lewd, obscene, pornographic, hateful, tortious, defamatory, disparaging, discriminatory or otherwise contain messages or images inconsistent with the positive image and goodwill which Sponsor wishes to promote, and (v) may not violate any federal, state or local laws or regulations. Sponsor reserves the right at its sole discretion to determine the suitability of your Video, and to disqualify any entry that it determines is inappropriate for any of the reasons listed above or for any other reason. At the sole discretion of PCTV, a Video may be deemed inappropriate for submission in the Contest and will not be entered.

2. Cannot contain materials embodying copyrighted images, names, likenesses, photographs or other indicia identifying any person, living or dead, without their permission.
3. You may submit as many entries as you want during the Contest Entry Period. Each entry must have an entry fee. Once an entry is submitted, you cannot modify/update your entry under any circumstances, except to request Sponsor to delete the entry. Upon deletion of an entry, you can submit a second entry with an entry fee. Requests for deletion of any entry must be received by Sponsor prior to the end of the Contest Entry Period.
4. Entry Fee: \$20
5. Contact Information Winners will be contacted at the telephone number and/or email address provided in the entry submission. Sponsor reserves the right to require proof of age and proof of residence of the entrant.
6. Contest Judging Criteria
 - The decision of the judges ("Committee") selected by Sponsor shall be final and binding on all entrants.
 - Following the expiration of the Contest Entry Period, a committee appointed by Sponsor ("Committee") will evaluate the valid entries and will determine in their sole discretion the winners of the Contest based upon the following criteria, with the weight accorded each criteria represented by %:
 - Performance of participants on Video: 34%
 - Ability of participants on Video: 33%
 - Creativity of participants on Video: 33%
 - The Committee reviewing the Entries currently consists of Adam Cohen (co-founder of Arc Stages and Board President at Little Village Playhouse), Margaret Cunzio (Westchester County Legislator representing District 3), and Ali Ewoldt, Broadway Performer.
 - Sponsor reserves the right at its sole discretion to substitute any member of the Committee at any time.
In case of a tie, the Committee will select winner based on the submission that the Committee judges best incorporates creativity.
 - Sponsor reserves the right not to choose any winners if in its sole discretion the Committee determines that there are no eligible or qualified submissions.
7. By submitting an entry, the entrant, or if entrant is a minor, the parent/legal guardian who signs the entry form for themselves and on behalf of their child, must agree to the following, among other things:
 - Rights to the Video. By entering the Contest, you represent and warrant the Video submitted by you in the Contest, is an original work by you (or in the case of a minor child's submission, you represent and warrant that the Video submitted by your minor child is an original work by your minor child), and the Video does not contain material that violates or infringes any third party's rights including but limited to privacy, publicity, copyright, trademark, patent, proprietary or other intellectual property rights ("Rights"). If your or your minor child's Video infringes upon the Rights of another, you will be disqualified in the sole discretion of Sponsor. If the content of your or your minor child's Video is claimed to constitute infringement of any Rights of any third party, you shall, at your sole expense, defend against or settle such claims. You shall indemnify, defend, and hold harmless PCTV from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which any such party may incur, suffer, or be required to pay arising out of such infringement or claimed infringement of any third party's Rights.
 - By submitting an entry, you consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, edit, publish, broadcast, create derivative works from, and display your Video submission, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media, technology now known or later developed, including for promotional, trade or marketing purposes. Upon request, and as permitted by law, you agree to sign any documentation requested by Sponsor or its designees to make use of the non-exclusive license you have granted to Sponsor above. You understand and agree that should the Sponsor use, broadcast, reproduce, or publish your Video submission, you are not entitled to any remuneration or royalties from Sponsor. Additionally, Sponsor is not obligated to use or broadcast any Contest Video submitted.
 - Entries become the property of Sponsor and will not be returned. All rights to the Video submission are relinquished by entrants upon entering them into the Contest. Sponsor has the right but not the obligation to broadcast or publish in any media or use in any manner any Video submitted with an Entry Form, at any time at its sole discretion. Sponsor may, at its sole discretion, indicate the name of the entrant and category entered in the Contest when broadcasting, publishing or otherwise using the Video submitted by that entrant.
 - Upon request, and as permitted by law, you agree to sign any documentation requested by Sponsor or its designees including the PCTV WAIVER FORM (set forth at the end of these Official Rules) or attesting to the truth of the facts in your entry, including but not limited to attesting that you are in fact the entrant of the entry, and that submission is original, was created by you, and does not copy or infringe any other person's copyright, trademark, patent or other intellectual property right.
 - Sponsor is not responsible or liable for: lost, illegible, incomplete, mutilated or stolen entries; errors appearing on the entry form, within these Official Rules, in any Contest related advertisements or other materials; or other errors of any kind whether mechanical, human, electronic or otherwise.
 - Entries that are late, illegible, incomplete, unreadable, damaged, delayed, lost, tampered with, incomprehensible, forged, mutilated, misdirected, inaccurate, unintelligible or otherwise not in compliance with these Official Rules will be disqualified.
 - To enter the Contest, an entrant must submit all requested information on the entry form in English and entrant must be eligible to enter.
 - All decisions made by Sponsor in all matters relating to this Contest are final and binding on all entrants.

- By entering the Contest, you hereby agree that Sponsor may use the personal information collected from you for the purpose of administering the Contest, fulfilling the Contest Prizes (if applicable), and providing you with information relating to Sponsor or its affiliates and each of their respective products, services and promotions. Sponsor will not sell, share or otherwise disclose your personal information to a third party, other than to those engaged by Sponsor to fulfill the above purposes, without your permission. The private information will be discarded after delivery of all prizes to the winners. For more information regarding the collection, use and disclosure of entrants' personal information, please see Sponsor's privacy policy at PCTV76.ORG.

8. Announcement of and Notice to Winners:

- Each entrant is eligible for only one Prize.
- Two (3) first-place winners (one in each category) will win the First-Place Prize, three (3) second-place winners (one in each category) will win the Second-Place Prize and three (3) third-place winners (one in each category) will win the Honorable Mention Prize.
- Sponsor reserves the right to substitute the prizes, with a prize of equal or greater value if a prize becomes unavailable or in the case of the First Place Prize, if at its sole discretion Sponsor determines that the First Place Prize cannot be made.
- Announcement of all winners will be made by Sponsor no later than March 15, 2021 and the prizes will be awarded to the winners as soon as practical thereafter.
- Odds of winning a prize depend on the total number of all eligible entries received throughout the Contest Entry Period.
- The Contest winners will be notified at the email address or phone number from their Entry Form.
- Sponsor shall have no liability for any form of winner notification that is lost, intercepted or not received by any potential winner for any reason.
- In addition, in Sponsor's sole discretion, a Contest winner may be disqualified and required to forfeit the Contest Prize, if (1) a potential winner does not respond with all requested information to winner notification within the required time after three (3) attempts; (2) an email winner notification is returned as undeliverable after three (3) attempts; (3) a potential winner fails to complete, sign, and return the required PCTV waiver form (see form at end of these Official Rules) or any other documents, as requested) within the required time period; (4) any winner notification or other documentation is returned as undeliverable for any reason; (5) a potential winner is ineligible or cannot be notified or contacted; (6) a potential winner is unable to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the email address associated with the winning entry (if requested); (7) a potential winner fails to respond to any requirement within the requested time period; or (8) a potential winner does not comply with the Contest Entry Requirements and/or these Official Rules. Proof of response by a potential winner does not constitute proof of receipt by.
- Sponsor is not responsible or liable to any person for any delay in receipt of or failure to receive any form of notification from Sponsor for any reason.
- If your Video submission is selected by the Committee as a winning entry, or is otherwise chosen by PCTV at its sole discretion to be broadcast, published, or used, you hereby grant, assign and transfer to Sponsor a limited, non-exclusive right to broadcast or re-broadcast your Video on PCTV and post or stream your Video on PCTV76.org. whenever Sponsor chooses to do so, for 1 year from the ending date of the Contest Entry Period.
- YOU WILL NOT BE PAID FOR YOUR ENTRY, submitting your Video including any attachment, or for assigning and/or granting Sponsor any of the rights described in these Official Rules.

9. General Conditions:

- Any inquiries regarding the Contest or the Official Rules shall be made to the Sponsor via email to PCTVTALENT@PCTV76.ORG.
- By entering this Contest, all entrants agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be final and binding in all respects on all entrants and cannot be appealed.
- All information submitted by an entrant and/or a winner pursuant to this Contest is provided to Sponsor and its affiliates.
- By entering, each entrant agrees and acknowledges that Sponsor and its parent company, affiliates, divisions, subsidiaries and advertising and promotions agencies, and each of their respective employees, officers, shareholders, representatives, directors and agents (collectively, "Releasees") are not responsible for and shall not be liable for: (i) late, lost, delayed, misdirected, mutilated, incomplete, unreadable, inaccurate, garbled or unintelligible entries; (ii) telephone system, facsimile, technical or computer malfunctions, lost connections, disconnections or transmission or other errors of any kind whether mechanical, human, electronic or otherwise relating to or in connection with the Contest including, without limitation, errors which may occur in connection with the administration of the Contest or the processing of entries; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses, costs, expenses or damages to person or property of any kind caused, in whole or in part, directly or indirectly, by the prize or resulting from redemption, acceptance, possession, loss or use or misuse of any prize or from participating in the Contest or any Contest related activity; or (v) any printing, typographical, administrative, human or technological errors in any material associated with the Contest.
- Your entry may not be acknowledged and will not be received or held "in confidence" and your entry does not create a confidential relationship or obligation of secrecy between you and Sponsor or any of its affiliates.
- By entering the Contest, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred not to exceed One Hundred Dollars (\$100.00), including costs associated with entering the Contest, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for damages, and entrant hereby knowingly and expressly waives all rights to seek, punitive, direct, indirect, incidental and/or

consequential damages and/or any other damages, other than actual out of pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased.

- In no event will Releasees be responsible or liable for any damages or losses of any kind, arising out of entrant's access to, use of, or downloading from and/or printing material downloaded from Sponsor's website or any other website associated with this Contest ("Website").
 - Without limiting the foregoing, everything on any Website is provided "as is" without warranty of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Limitations or exclusions of liability for incidental or consequential damages and/or exclusions of implied warranties are subject to all applicable laws and regulations.
 - Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Contest (or any portion thereof) should an error, virus, bug, computer problem or other cause or problem corrupt or inhibit the administration, security or proper operation of the Contest and, in such situation, and to select the winners from the eligible, non-suspect entries received prior to and/or after the such action or in such manner as deemed fair and appropriate by Sponsor.
 - Sponsor may prohibit participant from participating in the Contest or winning a prize if, in its sole discretion, it determines participant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor's representatives.
 - **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT OR ANY OTHER INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
 - By entering the Contest, each entrant agrees and acknowledges that Sponsor and any of its designees may, without any limitation or further compensation, use his or her name, nick name, if any, voice, biographical data and/or likeness in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for the purpose of advertising and promoting the Contest or any other promotion, contest or sweepstakes sponsored by Sponsor, except where prohibited by law. For example, each entrant understands and agrees that if he/she is selected as a winner, such entrant's name, if any, may be announced at Sponsor's Website and elsewhere.
 - All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules. The courts of the State of New York, County of New York and the United States District Court for the Southern District of New York shall have exclusive jurisdiction of any claim or controversy arising out of or relating to the Contest and these Official Rules.
10. **Winners Official Rules:** For the name of Contest winners, available on/after March 15, 2021 or a copy of the Official Rules, send a self-addressed, stamped envelope to: PCTV, PO BOX 426, PLEASANTVILLE, NY 10570. Please specify "Official Rules" or "Winner." Requests must be received by March 30, 2021.

PCTV WAIVER FORM

By signing the Entry Form I authorize a representative of PCTV (Pleasantville Community Television) to record my visual and audio likeness or that of the minor(s) indicated on Entry form for whom I take responsibility. In addition, I authorize PCTV (Pleasantville Community Television) to broadcast and/or re-broadcast, at a later date, my visual and audio likeness or that of the minor(s) indicated on Entry form for whom I take responsibility for public viewing on community television or website.

I also authorize PCTV (Pleasantville Community Television) to use the name, title, visual likeness, and quotes and/or accurate paraphrases from any interview featuring me, or the minor(s) indicated on form for whom I take responsibility in print advertising for PCTV without expectation of monetary compensation.

I understand that by granting this permission I release and clear PCTV (Pleasantville Community Television) from any and all damages that may result from the recording, broadcast or re-broadcast of this program. I waive any right I may have to inspect or approve the finished product or the advertising or other copy that may be used in connection therewith. I declare that I am eighteen years old or older, parent or legal guardian of the minor entrant and am legally competent to execute the Guest Authorization and Release Clearance form.