

**SAN FRANCISCO BALLET**  
**MAGICAL MEMORIES NUTCRACKER VIDEO CONTEST**  
**OFFICIAL RULES AND REGULATIONS**

NO PURCHASE REQUIRED TO ENTER OR WIN

**I. SPONSOR**

The *Magical Memories Nutcracker Video Contest* (the “Contest”) is sponsored by San Francisco Ballet (“SF Ballet”), 455 Franklin Street, San Francisco, CA 94102.

**II. ELIGIBILITY**

The Contest is open only to natural persons who are legal residents of the United States. The Contest is void in New York, Florida, Rhode Island, Puerto Rico, territories of the United States and wherever prohibited or restricted by law. Contestants must be 18 years of age or older, must have access to the Internet, must have or register for a YouTube.com (“YouTube”) account and must have a valid email address and telephone number. Employees of SF Ballet, along with employees of Comcast Corporation, Concept One Communications and Crown Media United States, LLC (collectively, the “Contributors”), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is governed by the laws of the United States and is subject to all applicable federal, state, and local laws and regulations. No purchase is necessary or required to enter or win the Contest.

**III. AGREEMENT TO OFFICIAL RULES**

Participation in the Contest constitutes a contestant’s full and unconditional agreement to and acceptance of these Official Rules and Regulations (these “Official Rules”) and the decisions of SF Ballet, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. By participating in and submitting an Entry to the Contest, a contestant also consents to the Terms of Use of YouTube found at <http://www.youtube.com/t/terms>.

**IV. ENTRY PERIOD**

The entry period for the Contest begins on November 2, 2009 at 12:00 a.m. (Pacific Time) and ends on November 29, 2009 at 11:59 p.m. (Pacific Time) (the “Entry Period”). Entries that are submitted before or after the Entry Period will be disqualified. Entries will only be accepted via SF Ballet’s YouTube Contest webpage, which you can access by visiting <http://www.sfballet.org/contest> (the “Contest Website”). No mail-in entries will be accepted.

**V. HOW TO ENTER**

Create a video that reenacts or re-imagines a favorite scene from *Nutcracker*, or, that depicts a favorite magical *Nutcracker* memory (such video, an “Entry”). Each Entry must include a representation of at least one *Nutcracker* character, mention or display visually the words “San

Francisco Ballet” and be exactly 65 seconds in length – one second for every year since SF Ballet became the first ballet company in America to stage the full production on Christmas Eve in 1944. Entries should also be creative – judges will be looking for videos that include costumes, funny or innovative characters, dancing, scenery, props, San Francisco settings or San Francisco landmarks. While multiple persons may wish to create an Entry together, there must be a single individual contestant officially representing each Entry.

Contestants must upload their Entry through the YouTube Contest webpage to enter the Contest. When an Entry is submitted, a contestant must also send a registration email to [sfbmail@sfballet.info](mailto:sfbmail@sfballet.info) with the contestant’s name, address, telephone number, valid email address, YouTube username, the title of the Entry and a link to the Entry on YouTube. There are no registration, maintenance or other fees or obligations. Entries must be electronically posted on the YouTube Contest webpage no later than 11:59 p.m. (Pacific Time) on November 29, 2009.

Each contestant is limited to two Entries. All Entries must meet the following requirements:

- All Entries must be exactly 65 seconds in length.
- All Entries must be original work and may not infringe any intellectual property rights (including but not limited to copyrights and trademarks in all pictures, images, music, art and dialogue contained in the Entry), rights of publicity, rights to privacy or other rights of third parties.
- All Entries must include a representation of at least one *Nutcracker* character and the words “San Francisco Ballet” must be mentioned or displayed visually.
- Any person who appears in the Entry must complete and provide a signed Participant Release and Consent Form or a Consent signed by a parent or legal guardian if under the age of 18 (a “Consent”), the form of which may be downloaded on the Contest Website. Immediately upon submission of an Entry, all necessary signed Consents must be sent to SF Ballet at [sfbmail@sfballet.info](mailto:sfbmail@sfballet.info) or 455 Franklin Street, San Francisco, CA 94102, Attn: Nutcracker Contest.
- By submitting an Entry, a contestant grants SF Ballet, the Contributors and their affiliates, licensees and assigns an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the Entry in any and all media, whether now known or hereinafter developed, throughout the world and for any purpose, including but not limited to publication on SF Ballet’s website, the Contest Website, YouTube.com and Comcast Cable OnDemand television and use in advertising by SF Ballet, the Contributors and their affiliates, licensees and assigns. In addition to other things, the rights granted to SF Ballet include the right to censor, compress, edit, feature, affix or remove audio/video to, and to otherwise alter the Entry.
- Content shall be developed in good taste, and shall not contain content that is obscene or indecent, and does not include profanity or pornography, drugs, alcohol, phone numbers, nudity, offensive or derogatory statements or gestures that may be offensive to individuals of a specific race, religion, ethnicity, sexual orientation or socioeconomic group, or other content deemed inappropriate by SF Ballet.
- SF Ballet reserves the right to determine the suitability of any Entry and/or remove any Entry from the Contest due to failure to follow requirements as stated above. Any Entry

deemed inappropriate or unsuitable for posting in SF Ballet's sole discretion will be disqualified and will be removed from YouTube and/or the Contest Website.

All Entries remain the property of SF Ballet and will not be returned or acknowledged. SF Ballet is not responsible for Entries that are lost, stolen, late, illegible, incomplete, damaged, mutilated, misdirected, altered, or tampered with. SF Ballet is not liable for unauthorized usage of Entries or postings on other websites by third parties.

## **VI. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED**

Five semi-finalists will be selected by a panel of Contest judges chosen by SF Ballet. Entries will be judged based on the following criteria: creativity, relevance, adherence to the guidelines set forth in Section V above, and the number of views each Entry receives on the YouTube Contest webpage. All decisions by SF Ballet are final and are made in its sole discretion.

On December 2, 2009, SF Ballet will announce the five semi-finalists, and publish those Entries on the Contest Website and will make them available for viewing through the Comcast Cable OnDemand television system. The general public may then vote for Entries on the Contest Website until 7:00 p.m. (Pacific Time) on December 13, 2009. The Contest winners will be determined by popular vote on the Contest Website. The winners will be announced on the Contest Website on December 14, 2009. Each winner will be notified by an email message at the email address provided by the contestant. SF Ballet shall not be responsible for any changes to a contestant's contact information.

The odds of winning will vary depending upon the number of entries received.

## **VII. REQUIREMENTS OF A POTENTIAL WINNER**

If a winning contestant cannot be contacted by telephone within three (3) days after the first attempt to contact him/her, SF Ballet may disqualify such contestant's Entry. In addition, winning contestants must consent to acceptance of the prize in order for the prize to be awarded; if a contestant decides not to accept the prize within three (3) days after being notified by SF Ballet that such contestant has won the prize, SF Ballet may disqualify such contestant's Entry. To accept certain prizes, winners may be required to possess a valid driver's license, be a driver in good standing, have proof of insurance and agree to other terms, conditions and contracts.

Additionally, winning contestants and their travel companions, if applicable, will be required to complete and return an affidavit of eligibility and liability/publicity/travel release provided by SF Ballet (an "Affidavit") within five (5) days of being notified. The Affidavit shall contain a representation that SF Ballet has received signed Consents from, or on behalf of, all persons who appear in the Entry, shall grant SF Ballet a license to the Entry as set forth in Section V above and shall release and hold harmless SF Ballet and the Contributors from liability as described in Section IX below. If a contestant fails to sign and return an Affidavit within the required time period, the contestant's Entry may be disqualified.

When a winning contestant is disqualified or does not accept a prize as described above (a “Disqualified Contestant”), SF Ballet may award the prize that would have been awarded to the Disqualified Contestant to the semi-finalist who received the next most number of votes after the Disqualified Contestant (an “Alternate Winner”), and the prize that would have been awarded to such Alternate Winner will be awarded to another semi-finalist using the same criteria. With respect to the prize that would have been awarded, but for the disqualification, to the semi-finalist who received the least votes, SF Ballet will select an alternate semi-finalist from the remaining Entries based on the original judging criteria.

## **VIII. PRIZES**

The semi-finalist Entry receiving the most number of votes will receive a six-day/five-night trip for four to Aspen, Colorado consisting of round-trip coach class air transportation from the major airport nearest the contestant’s home, a quad-occupancy hotel room at the St. Regis Aspen Resort, a mid-size rental car, daily complimentary breakfast at the hotel and admission for four to local seasonal activities, as well as four orchestra level premium tickets to SF Ballet’s performance of the *Nutcracker* in December 2009 and a copy of the SF Ballet’s commemorative book, *San Francisco Ballet at Seventy-Five*. The trip must be taken between May 30, 2010 and September 30, 2010. Certain other restrictions and blackout dates will apply.

The semi-finalist Entry receiving the second most votes will receive a two-night stay at The Fairmont San Francisco, including daily breakfast, dinner for two at the Tonga Room, and a backstage tour and two center box seats for SF Ballet’s performance of *Swan Lake*. These prizes must be used in January 2010. In addition, he or she will also receive four orchestra level premium tickets to SF Ballet’s performance of the *Nutcracker* in December 2009, and a copy of the SF Ballet’s commemorative book, *San Francisco Ballet at Seventy-Five*.

The semi-finalist Entry receiving the third most votes will receive Dinner for Two at Seasons Restaurant, located in the Four Seasons Hotel San Francisco, four orchestra level premium tickets to SF Ballet’s performance of the *Nutcracker* in December 2009, a \$300 gift card to Amazon.com and a copy of the SF Ballet’s commemorative book, *San Francisco Ballet at Seventy-Five*.

The two semi-finalist Entries receiving the least votes will receive four orchestra level premium tickets to SF Ballet’s performance of the *Nutcracker* in December 2009 and a copy of the SF Ballet’s commemorative book, *San Francisco Ballet at Seventy-Five*.

Some restrictions may apply. The prizes are not transferable or substitutable for any other prize or cash; provided however that SF Ballet may substitute with a prize of equal or greater value in the event of prize unavailability. Any and all prize-related taxes, gratuities, fees and other expenses, including any and all federal, state and local taxes, are the sole responsibility of the winners.

## **IX. RELEASE AND LIMITATION OF LIABILITY**

All contestants acknowledge and agree that SF Ballet and the Contributors and any of their respective agencies, affiliates, partners, parent companies, travel companies, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders and employees (collectively, the "Released Parties") are not responsible and shall be not liable for: a) any late, delayed, lost, misdirected, destroyed, garbled, scrambled or incomplete Entry, or improperly or ambiguously entered contestant identifying information; b) any human or other error; or c) any condition caused by events beyond the control of SF Ballet which may cause this Contest to be disrupted or corrupted. SF Ballet reserves the right, at its sole discretion, to disqualify any individual: found tampering with the entry process, including without limitation the submission of more than two Contest Entries, the use of fake or duplicate identities by a single user; or participating in this Contest in violation of any applicable laws, or employer or service provider rules. CAUTION: ANY ATTEMPT BY A CONTESTANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SF BALLET RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. SF Ballet reserves the right in its sole discretion to cancel or suspend this Contest or any portion thereof should any cause beyond SF Ballet's control disrupt, corrupt and/or compromise the administration, security or proper play of the Contest.

By participating in the Contest, contestants agree to release and hold harmless the Released Parties from and against any and all actions, claims, injury, loss, damage or other liabilities arising in any manner, directly or indirectly, from participation in the Contest or the receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent a contestant from submitting an entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; or (d) personal injury, property damage, death, illness or other injury or accident to person or property which may be caused, directly or indirectly, in whole or in part, from contestant's participation in the Contest or receipt of any prize. Contestants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Contestants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Contestants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. SF Ballet is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at SF Ballet's sole discretion, without further obligation or compensation.

## **X. DISPUTES**

Except where prohibited, all contestants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court

located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, a contestant's rights and obligations, or the rights and obligation of SF Ballet shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

#### **XI. MISCELLANEOUS; CONTEST PRIZE RECIPIENT LIST**

SF Ballet reserves the right, in its sole discretion, to disqualify any contestant who tampers with the entry process and to cancel, terminate, modify and/or suspend the Contest in the event of tampering or other circumstances, including but not limited to a failure to receive at least twenty (20) Entries or acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Contest as originally planned.

For the list of winners, after December 14, 2009 please visit the Contest Website or send a self-addressed, stamped envelope to: San Francisco Ballet, 455 Franklin Street, San Francisco, CA 94102, Attn: Nutcracker Contest.