

## The Viral Video Contest 2024 Consent Form

High School Name	City	
Advisor's Name	Student's Name	

I am, or my child is, participating in the Viral Video Contest sponsored and administered by the County of Santa Clara Public Health Department Sexual Health & Harm Reduction Program ("Contest Administrator"). By signing below, I understand and agree to the following on behalf of myself and/or my child:

The Contest Administrator is not responsible for lost, late, destroyed, incomplete, unreadable, corrupted, or misdirected entries; Internet malfunction; server unavailability; or computer malfunction.

Videos may not use the name or logo of the County of Santa Clara, the Public Health Department, the Sexual Health and Harm Reduction Program, or any other organization without the organization's express, written consent.

By participating in the contest, participants are bound by the decision of the Contest Administrator. The Contest Administrator reserves the right to disqualify any submissions (a) depicting graphic sexual activity, (b) depicting the drinking of alcohol, (c) depicting the use of tobacco and other drug products, firearms/weapons, any activities that may appear unsafe or dangerous, or any behavior which would be illegal if committed by a person under 18 years of age, or (d) containing content deemed by the Contest Administrator, in their sole and absolute discretion, to be obscene, offensive, or slanderous.

Any false information provided in connection with the contest by any participant may result in elimination of the entry from the contest.

Neither the contest entry submitted by me or my child, nor any portion thereof, infringes on any copyright, any rights of privacy or publicity of any person, or any other right of any third party.

The Contest Administrator reserves the right to disqualify any entry that it believes infringes or violates the rights of any individual or entity, does not comply with the Official Rules, or violates applicable federal, State or local laws. The Contest Administrator may refuse to award any prize to a person who has violated any Contest Rule, gained an unfair advantage in participating in the contest, or obtained

winner status using fraudulent means. The Contest Administrator will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the contest and the Contest Administrator's decision concerning such disputes shall be final. If the conduct or outcome of the contest is affected by human error, any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, intentional interference or any event beyond the control of the Contest Administrator, the Contest Administrator reserves the right to terminate this contest, or make such other decisions regarding the outcome as the Contest Administrator deems appropriate. All decisions made by the Contest Administrator are deemed final. The Contest Administrator has the authority to waive any of these rules.

It is within the sole discretion of the Contest Administrator to modify, withdraw, suspend, or terminate this contest at any time and for any reason without prior notice.

The Contest Administrator shall have the right to take, duplicate, display, disseminate, publish, edit, prepare derivative works of, modify, and otherwise use:

- ☑ My and/or my child's name, age, and/or municipality of residence
- ☑ My and/or my child's verbal and/or written statements
- ☑ Photographs and/or digital images of me and/or my child
- ☑ My and/or my child's video or audio recordings
- ☑ Writings, images, and/or other creative works of mine and/or my child

(collectively, "Materials"), for documentary, promotional, educational, or other lawful purposes. This may include use of the Materials in any manner or medium that the Contest Administrator deems appropriate, such as, but not limited to, social media and other formats distributed over the Internet; radio broadcasts; newspapers and other publications; television and film releases; slides; and videotape.

I may rescind the consent provided in the immediately preceding paragraph regarding the Materials before the contest deadline if compliance with that request is not unreasonably burdensome to the County or unlawful. I also understand that rescission of my consent will not affect any uses of the Materials that have occurred before I notify the Contest Administrator of my decision to rescind consent. I understand that, to rescind my consent, I must contact the Contest Administrator at vvc@phd.sccgov.org.

I, and each of my respective heirs, successors, and assigns, waive, release, forever discharge and covenant not to make a claim against or sue the Contest Administrator or any of Contest Administrator's employees, agents, officers, directors, representatives, successors or assigns (collectively, the "Hosts") for any claim, liability, loss, injury or damage arising out of, or in connection with the contest entry, The Viral Video Contest, or use of the Materials as described above. I agree to indemnify and hold harmless the Hosts from and against any liabilities, losses, claims, injuries, damages, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising out of or in connection with my and/or my child's participation in the Contest.



document and The Viral Video Contest's 2024 Official Rules and Terms. I am (check one): A student submitting an entry in the Viral Video Contest An individual appearing in an entry in the Viral Video Contest I am (check one): A minor (under 18 years of age) An adult (18 years of age or older) Name of Student or Other Individual (please print) Parent/Legal Guardian's Name (please print) Student or Other Individual's Signature Parent/Legal Guardian's Signature Date Date Student or Other Individual's Email Address Parent/Legal Guardian's Phone

Parent/Legal Guardian's Phone

I hereby acknowledge that I have read, understood, and voluntarily agreed to the terms of this

