

RULES FOR #BOHOXO BOHEMIAN LOVE VIDEO CONTEST

INTRODUCTION:

By entering, entrant agrees to be bound by these official rules and the decisions of the judges, which shall be final in all respects.

ELIGIBILITY:

Open only to legal residents of any one of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry. No purchase or payment of any kind is necessary to enter or win.

CONTEST PERIOD:

You may enter the Contest between 12:00:00 pm (noon) Eastern Time (“ET”) on May 1, 2013 and 11:59:59 pm ET on August 1, 2013 (“Contest Period”).

PRELIMINARY ENTRANCE INFORMATION:

1. By Submitting a video you acknowledge that you agree and consent to to accept the terms of this agreement and be bound by the terms of service and the applicable privacy policies.
2. Before uploading the Submission, you agree that you have received permission for the use of the image/likeness of any and all identifiable persons appearing in your Submission. You may use a generic release form to confirm permissions from persons appearing in your Submission; however, if you are selected as a Finalist in the Contest, you will be required to obtain a release provided by Sponsor signed by each identifiable person appearing in your Submission granting Sponsor permission to use his or her image/likeness.
3. Submissions that do not include all required information and adhere to the Official Rules as determined by Sponsor, in its sole discretion, will be considered void.
4. Once uploaded, Submission will not be returned. Sponsor may, in its sole discretion, remove, delete and/or disqualify any Submission and/or Entrant (as defined in “Additional Requirements” below) it deems inappropriate or otherwise non-compliant.
Bohemian Assignment

THE ASSIGNMENT IS AS FOLLOWS:

1. Film the story of getting together with an ex (boyfriend, girlfriend, wife, husband, lover, domestic partner dog, cat, pet, domestic partner) with the intention of extending an olive branch.
2. Other options include:

a. Bring a camera and film the “live” version of the experience a.k.a. “Reality Television” style.

a. Tell the story about your experience in front of the camera alone.

b. Film a re-enactment the experience with a group of friends, actors or an improv troupe.

3. Make it funny. Make it profound. Make it action-packed. Make it something you’ve never seen before. Or re-make something you’ve seen a million times before. It’s up to you. Just make it awesome.

4. Create and submit your 1-3 minute spot. The Video file(s) must be no longer than 3 minutes in length and must not include copyrighted material

3. Your Submission should be consistent with these Official Rules.

5. Judging Criteria

- Originality and Creativity – 40%

- Adherence to Creative Assignment – 30%

- Overall Appeal* – 30%

*Judged by # of Facebook “Likes” once posted on the “The Bohemian Love Diaries” book page.

6. Video file must be submitted via Youtube.

Video must be titled #BohoXO - Your Name. For example, #BohoXO - Brian Connors.

7. Finalists may be asked to provide the original audio and video files used during production of the entry for broadcast purposes.

8. Submission must be primarily in English or include subtitles.

9. All Submissions must be received by 11:59:59 pm ET on August 1, 2013.

10. The person uploading the Submission will be deemed the entrant (“Entrant”).

The Entrant is the one (1) person who owns the email address associated with the Youtube account used to enter the Contest. If any group elects to collaborate on a Submission, they are required to designate one (1) person as the agent of the group to enter the Contest, agree to these rules and accept the prize on behalf of the group. If selected as a Finalist, the person designated as the Entrant will be deemed to be the winner and awarded the applicable prize.

11. Each individual Entrant is allowed a total of ten (10) Submissions, although only one (1) Finalist Prize per person, household and/or email address will be awarded throughout the Contest Period.

12. Each Submission must comply with Youtube Guidelines and any other Youtube terms, as well as these Official Rules. In the event of any inconsistency between these Official Rules and the Terms of Service, these Official Rules shall prevail.

13. Each Submission:

a. must be the original work of the Entrant produced for this Contest;

b. must not have been entered in or won previous contests or awards.

c. must not have been published previously in any medium; it must not infringe on any party's intellectual property, including but not limited to copyright, trademark or right of privacy of publicity or any other rights;

d. must be suitable for display and publication on national television (e.g. may not be obscene or indecent, including but not limited to nudity or profanity); it must not contain obscene or pornographic material, it must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group), it must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or network standards;

e. must not feature or refer to any products.

f. must not utilize live animals unless the Entrant has obtained the consent of the animal's owner and an affidavit from the animal owner or wrangler that the animal was not harmed in the making of the video (nor should animal be depicted in any way that suggests it is being harmed). Entrants are encouraged to contact the local Humane Society prior to filming the Submission to verify appropriate animal safeguards on set;

g. must not contain any copyrighted works (other than as owned by the Entrant). Any music in your submission must follow the guidelines set forth by Youtube.

14. Submissions that do not comply in all material respects with the Terms of Services or these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be considered for prizes.

15. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for a Finalist Prize. Certain Submissions may be featured from time to time on in Sponsor's social media pages and channels, in Sponsor's sole discretion; being selected as a featured Submission is unrelated to the Judging Criteria and does not guarantee selection as a Finalist in the Contest.

16 . If the actual, alleged or publicized conduct of any Entrant is illegal, or if any Entrant has been charged with or convicted of a crime, or in Sponsor's sole discretion is otherwise grossly offensive or violates generally accepted standards of behavior (including but not limited to illicit drug use or public intoxication) or otherwise leads the Sponsor to believe or conclude that the public association with the Entrant subjects Sponsor to ridicule, contempt, controversy, embarrassment or scandal, Sponsor, in its sole discretion, may disqualify Entrant and such Entrant's Submission will no longer be eligible for this Contest.

17. BY UPLOADING YOUR SUBMISSION, YOU IRREVOCABLY GRANT:

a. Sponsor and their agents the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify such Submission in any way, in any and all media, throughout the world, for any purpose, without limitation, and without consideration to you.

a. Finalists agree to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in Submission, including, without limitation, all copyrights and waive all moral rights in Submission. All Contest Entrants further agree to release and indemnify and hold harmless the Sponsor from any and all claims that any commercial, advertising, presentation, Web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringe on the rights of Entrant's work as contained in any Submission. Entrant understands and agrees that Sponsor's use in matters independently developed of material similar to or identical with the Submission or containing features or elements similar to or identical with those contained in the Submission will not obligate Sponsor to negotiate with Entrant, nor will it entitle Entrant to any compensation of any kind.

c. Entrant agrees and acknowledges that nothing herein shall preclude Sponsor from using any material in or similar to the Submission without obligation to Entrant, including, but not limited to, if Sponsor has or has determined that it has an independent legal right to use such other material, including without limitation, because such features or elements were not new or novel, or were not originated by entrant, or were or may hereafter be independently created by or submitted to Sponsor.

d. Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in Entrant's Submission. Entrant understands and agrees that he/she shall not have any claim against any other Entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

18. SELECTION OF FINALISTS/GRAND PRIZE WINNERS:

a. Five (5) finalist Submissions will be selected by a judging process in which a qualified panel of judges will evaluate each eligible Submission based on the Judging Criteria set forth above.

b. Each Entrant whom submitted a selected Finalist Submission will hereinafter be referred to as a “Finalist”. In the event of a tie for the fifth Finalist spot, the tie will be broken based on the highest score in the first Judging Criteria, continuing thereafter to each Judging Criteria, in order, as needed to break the tie.

c. The five (5) Finalist Submissions will be posted on “The Bohemian Love Diaries” Facebook Page to gather “OVERALL APPEAL” which will be considered 30% of the overall final score. Regardless of the number of voting platforms available; each person is limited to one (1) vote per day per platform.

d. At the close of the Voting Period, the Finalist's Submission that receives the most votes will be considered for the Grand Prize of \$1,000. The remaining four (4) Finalist Submissions will be considered finalists.

e. In the unlikely event that either selection method (public voting or judging) results in a tie, the tied Finalist Submissions will be re-judged by the Judges based on the Judging Criteria to break the tie.

f. All Finalists are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules.

g. If attempted notification is returned as undeliverable, if a Finalist cannot be verified, or if a Finalist is otherwise unable to accept prize, prize will be forfeited and may be awarded to an alternate Finalist provided sufficient time remains, in Sponsor’s discretion.

h. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor shall be final and binding and not subject to challenge or appeal.

19. PRIZE DETAILS:

One (1) GRAND PRIZE: The one (1) Grand Prize Winner’s submissions will be featured during the 2013-2014 national book tour and will receive \$1,000 (awarded in the form of a wire transfer or check, payable to Grand Prize Winner). Sponsor makes no representations or warranties about where/when Grand Prize Winner’s Submission will be featured.

20. GENERAL CONDITIONS:

a. All Entrants must have a valid Facebook account, Youtube Account, Twitter account and email address. Finalists are solely responsible for any taxes on their respective prizes.

b. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are nontransferable. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Contest is not

capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Contest.

c. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be:

(a) tampering or attempting to tamper with the entry or voting process or the operation of the Contest or any Sponsor or Contestrelated Web Site

(b) violating the Official Rules

(c) violating the terms of service with any of the social media platforms conditions of use and/or applicable general rules or guidelines

(d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person

(e) engaging in fraud, dishonesty or illegal activity

(f) attempting to deliberately damage or corrupt or otherwise attempting to undermine the legitimate operation of the Contest, and/or Sponsor's business operations, including without limitation by cheating, hacking, deception, and/or other unfair practices, including but not limited to using automated entry or voting programs and/or devices

(g) colluding to alter the results of the Contest

(h) giving false or misleading information to Sponsor or Contest Parties.

21. Sponsor may penalize any individual who engages in the above conduct or acts in a way that compromises the integrity of the Contest. The nature and extent of such penalty shall be in Sponsor's sole and absolute discretion and may include disqualification or loss of privilege to participate in any other Sponsor contests or promotions.

22. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS APPLICATION OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

23. WINNER NOTIFICATION:

Finalists will be notified by email and will

be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release. Each person whose image, likeness and/or voice appears in a Finalist video must agree that he/she will execute a contract with Sponsor ("Option Contract"), in which Sponsor has the sole option to elect to use the Finalist videos for marketing purposes and under the terms of such agreement, if elected,

Notification of Finalist status must be kept confidential until the Finalists are publicly revealed by Sponsor or your Finalist Prize will be forfeited and your Submission will not

be posted for public voting as a Finalist Submission. Your Submission will not be posted for public voting as a Finalist unless the properly and fully completed Releases are received by Sponsor no later than five (5) days after notification of being a Finalist. Finalist Prize will be forfeited and an alternate Finalist may be selected if any required documents are not returned within the required number of days or if any mail is returned as undeliverable without forwarding address.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. By accepting a prize, Finalist agrees, and agrees in writing if requested, that the Submission will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Finalist agrees to irrevocably assign and transfer to Sponsor all of his/her right, title and interest in and to his/her Submission, if any, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Finalists hereby waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Finalist may now or later have to his/her Submission. Sponsor reserves the right to alter, change or modify a winning Submission, in its sole discretion. Upon request of Sponsor, Finalist shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Submission and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

24. LIMITATIONS OF LIABILITY AND RELEASE:

- a. No liability or responsibility is assumed by those involved resulting from any user's participation in or attempt to participate in the Contest.

- b. No responsibility or liability is assumed by those involved for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; traffic congestion on the Internet unauthorized human or nonhuman intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest.

- c. Those involved are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data or any personal

injury or property damage or losses of any kind which may be sustained to users or any other person's computer equipment resulting from participation in the Contest.

d. By participating in the Contest, Entrants and Winners agree to release and hold harmless the Released Parties from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including, without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to or participation in the Contest, or possession, acceptance, use and/or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.

e. The Released Parties are not liable in the event that any portion of the Contest, event or the event broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Sponsor may, but is not obligated to, exercise commercially reasonable efforts to air a Grand Prize winning commercial at another time or make a reasonable substitution, in its sole discretion.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

25. WINNERS' LIST/RULES REQUEST:

For the names of the Finalists or Official Rules, send your request to: bohoxo (at) slash coleman {dot} com. SPONSOR: Slash Coleman Entertainment PO Box 265 New York, NY 10276

This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. You understand that you are providing your information to Sponsor and not to Facebook, Youtube, Twitter, etc. Any questions, comments or complaints regarding this promotion shall be directed to Sponsor and not to Facebook, Youtube, Twitter or any other social media platform.

BY PARTICIPATING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE JUDGING ORGANIZATION,

WHICH SHALL BE FINAL IN ALL RESPECTS.