



## OFFICIAL CONTEST RULES

### *AspiringDocs.org Video Contest*

**No purchase, payment, or membership is necessary. Entering in and/or winning this contest will not increase your chances of successful admission to an accredited U.S. allopathic medical school.**

#### **1. Eligibility**

The AspiringDocs.org Video Contest (“Contest”) is open to individuals who, at the time of entry, are: legal residents of one of the United States or Territories; at least 18 years of age; are students currently enrolled and taking for-credit courses towards an associates or bachelors degree at an accredited U.S. university, college, or community college; and are registered users of [www.youtube.com](http://www.youtube.com) (including all mirror or derivative sites, and all replacements or successor versions thereof) (“YouTube Site”) (“Registered User”). Employees and members of the Board of Directors of the Association of American Medical Colleges (“AAMC”) and members of their immediate families, employees or immediate family members of YouTube, LLC (together, the “Contest Entities”) and their respective parents, affiliated, and subsidiary companies, advertising and promotion agencies, legal and financial advisors, and any and all other companies associated with this Contest are not eligible to enter. For purposes of this Contest, “immediate family members” means parents, spouses, children, siblings, in-laws, grandmother, or grandfather. To become a Registered User of the YouTube Site, you must register for an account and agree to the YouTube Site’s “Terms of Use” set forth at [www.youtube.com/t/terms](http://www.youtube.com/t/terms) (“Terms of Use”). There is no fee or charge to become a Registered User.

#### **2. How to Enter (Submit a Video) in this Contest:**

Create one video explaining or demonstrating what motivates you to increase diversity in medicine. The Video Submission (“Video Submission”) must meet the requirements set forth in Section 3 below. To enter your Video Submission in the Contest complete the steps below:

- 1) Go to the AspiringDocs section (or Channel) of the YouTube Site at <http://www.youtube.com/profile?user=AAMCvideo>, (“Contest Web Site”), enter your Registered User information and follow the instructions to submit your Video Submission. You should retain the original hard copy (or electronic file) of your Video Submission for your records and because the original may later be requested by the AAMC at the AAMC’s discretion. The Video Submission must be received by YouTube during the Video Submission Period set forth below. Retain the YouTube URL for your video.
- 2) Go to [www.AspiringDocs.org](http://www.AspiringDocs.org) and complete the online Entry Form, taking care to include the YouTube URL for your Video Submission.

Note: By submitting the Entry Form, and thus entering the Contest, entrants will become “registered users” of the AspiringDocs.org Web site.

Limit one (1) Video Submission in this Contest per Registered User. If more than one Video Submission is submitted by a Registered User during the Video Submission Period only the first Video Submission submitted by that person will be considered.

This Contest is limited to the first 300 entries (completed entry forms) received. Any subsequent entries, beyond the first 300, will not be eligible for the contest.

Note the following important dates applicable to this Contest:

**VIDEO SUBMISSIONS ACCEPTED** (“Video Submission Period”)

The Contest begins on October 15, 2009, 12:00:01 am Eastern Time (“ET”). Video submissions will be accepted until December 1, 2009, 11:59:59 pm ET.

**WINNER ANNOUNCED**

Between January 1, 2010 at 12:00:01 am ET and February 28, 2010, 11:59:59 pm ET, at the AAMC’s sole discretion.

### **3. Video Submission Requirements:**

Video Submissions must meet the following technical requirements:

*Running Time:* Two minutes in length maximum, including any introductions and credits. Videos longer than 2 minutes will be disqualified.

*Video Formats:* YouTube accepts video files from most digital cameras, camcorders, and cell phones in the .WMV, .AVI, .MOV, and .MPG file formats

*Language:* English

*Note:* Limit one (1) Video Submission in this Contest per Registered User.

Video Submissions must also comply with the YouTube Site’s “YouTube Community Guidelines” set forth at [www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines) (“Code of Conduct”) and must not: (i) include trademarks, logos, or copyrighted material not owned by entrant or used without permission (such as company names, music, photographs, works of art, or images published on or in websites, television, movies, or other media); (ii) use individuals’ names, in whole or in part, without permission; (iii) contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content; (iv) defame, misrepresent, or contain disparaging remarks about other people or companies, including, but not limited to AAMC or (v) contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living, or dead without permission.

AAMC, or its designated representatives, will review all Video Submissions received during the Video Submission Period and will only consider those Video Submissions for the Contest that conform to these Official Rules, the Terms of Use, and Code of Conduct, as determined by AAMC in its sole discretion (“Eligible Video Submissions”). Video Submissions that do not comply with these Official Rules, as determined in AAMC’s sole discretion, will be disqualified from the Contest and will not appear on the Contest Web Site. Decisions of the AAMC are final and binding.

**4. Winner Video Selections:** During the Video Selection Period set forth in Section 2 above, a panel of judges consisting of AAMC and its representatives (the “Judges”) will select ten (10) winning videos (“Winning Videos”) from among all Eligible Video Submissions, based on the following judging criteria (“Judging Criteria”):

- **Did the video clearly communicate an answer to the question “What motivates you to increase diversity in medicine?”?**
- **Was the video inspiring?**

- **Did the video support the AspiringDocs.org goals to increase diversity in medicine?**
- **Was the video interesting, creative, or unique?**

Designation as a Winning Video is subject to Registered User's proof of compliance with these Official Rules, maintaining compliance with these Official Rules and as a YouTube Registered User, and approval by AAMC. Entrants acknowledge that other entrants may have created ideas and concepts contained in their Video Submission that may have similarities to his/her Video Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these similarities.

The decisions of the AAMC and its Judges are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

**5. Winner Notification:** The ten (10) winners will be notified by telephone and/or email, at AAMC's sole discretion, between January 1, 2010 and February 28, 2010 and will be required to sign and properly execute an Affidavit of Eligibility, Liability Waiver, and Photo/Video Release form and return them via facsimile (and subsequently by mail) to AAMC within 48 hours of receiving winning notification. The above forms are subject to verification by AAMC.

If any documents sent by any means to a winner are rejected, faulty, or returned as undeliverable or if a winner fails to properly execute and return the documents within the time noted, or if a winner is found not to be eligible or not in compliance with these Official Rules, Terms of Use, or Code of Conduct, the winner will be disqualified and the next highest scoring entry will move up and will be notified time permitting and at the sole discretion of the AAMC. Except where prohibited by law, all entrants agree that AAMC may announce the name, college/university, home city, and state of winner online. In the event that a Potential Winner is disqualified for any reason, AAMC will award the prize to an alternate even if the disqualified Potential Winner's name or Video Submission may have been shown or announced online.

**6. Prizes:** Ten (10) Winning Videos (ten winners), subject to verification, will each receive a check in the amount of \$500 to be used toward the costs of preparing for and applying to medical school, as well as a suite of AAMC publications—to be determined at the AAMC's sole discretion—including "The Official Guide to the MCAT Exam" and the "Medical School Admissions Requirements" handbook. Winning videos may also be featured on the YouTube Site, the AspiringDocs.org Site, and the AAMC site. All details of the prize not specified herein shall be determined solely by AAMC. All federal, state and local taxes, as well as any expenses not specified in these Official Rules, are the sole responsibility of the winners. No transfers, prize substitutions or cash redemptions will be made or allowed, except in AAMC's sole discretion. No more than the stated prize will be awarded.

**7. Entry Terms:** Void where prohibited. By entering, each entrant represents and warrants that his/her idea and Video Submission and all elements thereof satisfy these Official Rules, the Terms of Use, and Code of Conduct and that all aspects of the Video Submission: (i) are the original work of the entrant; (ii) have not previously been published or won an award or prize of any kind; (iii) do not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights; (iv) are not subject to any third party agreements, and that the AAMC will not be required to pay or incur any sums to any person or entity as a result of their use, exhibition, or exploitation of the idea or video or

elements therein; (v) have obtained any required permits from local authorities and other permissions as needed; (vi) do not contain any content that is likely to be considered offensive by AAMC or could adversely affect the name, reputation, or goodwill of the AAMC. By entering the Contest, each entrant represents and warrants that he or she has obtained all of the rights, licenses, and permissions from each person who appeared in or helped to create the Video Submission and from the locations appearing in the Video Submission. If AAMC determines in its sole discretion that an entrant has breached a representation or warranty, the entry will be disqualified. Entries may only be submitted by individuals. The Contest Entities and their respective parents, subsidiaries, and affiliates and each of their respective officers, directors, shareholders, agents, and employees, and any Internet access providers are not responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the YouTube Site, including, without limitation, the Contest Web Site, for problems uploading or downloading any Contest related materials from the YouTube Site or the Contest Web Site, for late, lost, damaged, misdirected, incorrect, or incomplete entry, or for errors in any Contest-related materials or these Official Rules. For purposes of these Official Rules, receipt of entry occurs when 1) YouTube's servers successfully receive the uploaded video file and 2) the AAMC receives the required online submission form located on the AspiringDocs.org Web site, as set forth on the Contest Web Site.

**8. Additional Contest Terms:** By entering this Contest, entrants grant AAMC and its assigns in perpetuity and grant YouTube and its assigns for the duration of the Contest Period, the absolute right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Video Submissions, entries, and the entries themselves, in any and all media, including but not limited to digital and electronic media, computer, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation. Entrants waive and release AAMC, YouTube and each of their affiliates from any and all claims that entrants may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to AAMC's or YouTube's exploitation of entries without further notification or compensation to entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against AAMC, YouTube and each of their affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any entry, or any derivative works, infringe or violate any of entrants rights therein. By entering this Contest, entrants agree that AAMC, YouTube and each of their affiliates, licensees, promotional partners, and third party marketing entities shall have the right and permission to use the name, picture, voice, biographical data, photograph, testimonial, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof), and/or any information contained in his/her Video Submission or entry for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, to the winner to the extent permitted by law. The Contest Entities reserve the right, in their sole discretion, to disqualify any individual found tampering with the entry process or entry materials or otherwise interfering with the proper administration of the Contest or violating these Official Rules.

**EACH ENTRANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE JUDGES AND AAMC, WARRANTS THAT THEY ARE ELIGIBLE TO PARTICIPATE IN THIS CONTEST, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS CONTEST ENTITIES AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENCIES OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, MISUSE, OR USE OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANTS' BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CONTEST, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the Video Submission to AAMC for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Video Submission, other than as set forth in these Official Rules. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to the Video Submission and/or each other in theme, idea, plot, format, or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Contest Entities' use of any such similar or identical material that has or may come to Contest Entities, or any of them, from other sources. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to the submission. Each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of any Contest Entities' actual or alleged exploitation or use of any submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the activities of the AAMC, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.**

Except where prohibited, as a condition of participating in this Contest, each entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest, the prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses, and entrant further waives all rights to have damages multiplied or increased. This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the District of Columbia without reference to its conflicts of law principles. Any legal actions, suits or proceedings arising out of this Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the district or federal courts located in Washington, D.C., and each entrant accepts and submits to the personal jurisdiction of these District of Columbia courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest. If, in AAMC's or YouTube's sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, the AAMC reserves the right to cancel, modify, or suspend the Contest, including, without limitation, by voiding suspect entries and/or votes and/or terminating the Contest and awarding the prize at its sole discretion. In the event of a dispute as to the identity of an entrant, the entry in question may be disqualified subject to the Judges' or AAMC's sole discretion.

**9. Requests for Winners' Names and Official Rules:** To obtain the names of the Winners send the request by March 1, 2010 to: Association of American Medical Colleges, Office of Communications, 2450 N Street, NW, Washington, DC, 20037. For a copy of the Official Rules, go to [www.AspiringDocs.org](http://www.AspiringDocs.org) or send a request to the AAMC Office of Communications at the address above by December 1, 2009.

**10. Sole Sponsor:** Association of American Medical Colleges, 2450 N Street, NW, Washington, DC, 20037. YouTube is not a sponsor of this Contest and has no responsibility or liability regarding the conduct or administration of the Contest.