



OFFICIAL CONTEST RULES

1. Eligibility: The Western Iowa Advantage Video Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are age 13 or older at the time of entry. Employees of Western Iowa Advantage and its member organizations ("Sponsor"), and any of their respective parent, affiliate and subsidiaries companies, and advertising, promotion and production agencies, Web masters and Web suppliers, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. An eligible minor should have his/her parent's or legal guardian's permission to enter. The Contest is subject to all applicable federal and state laws. Void where prohibited by law.

2. Sponsor: Western Iowa Advantage

3. Agreement to Official Rules: By participating in the Contest, entrant (and, if an eligible minor, his/her parent or legal guardian) fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. All prize awards are subject to verification of eligibility and compliance with these Official Rules.

4. Contest Period: The Contest begins on or about April 1st, 2008 at 12:01 a.m. Central Time ("CT") and ends on May 15th, 2008 at 11:59 p.m. CT (the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit <http://www.youtube.com> and follow the links and instructions to login and/or create your YouTube account. YouTube account holders are subject to the Terms of Use, Privacy Policy and other requirements and restrictions posted on youtube.com that are binding on all account holders. Once logged in, follow the links and instructions to upload a video (the "Video") then send the video link to videocontest@region12cog.org. If your Video appears to be initially eligible, an email will be sent to you with a registration form to enter your contact information, your YouTube Username, the name of your video, the age group you want to participate in (see Rule 6 below) and the URL of your posted video. Once complete, return this information to videocontest@region12cog.org. Videos and registration must be received at videocontest@region12cog.org no later than May 15th, 2008 at 11:59 p.m. CT to be eligible for judging.

If you do not complete this registration step by the deadline your Video will not be submitted for review and possible inclusion into the Contest or eligible for a prize even though your video may be posted on YouTube.

Submissions that do not include all required information and do not comply with these Official Rules will be considered void and will not be considered in the judging of this Contest. **Each Contestant is allowed as many Approved Entries in the Contest as they would like, but will only be eligible for one Prize. An Approved Entry is defined as a Video that has been accepted as initially eligible and registered through the process above. The same Video may not be registered for the Contest more than once.**

If any group of individuals elects to collaborate on a Video, they are required to designate one individual to enter the Contest and accept the prize on behalf of the group. Sponsor is not liable for any disputes between collaborators related to a Video. By completing the registration and submitting your Video, you (and, if an eligible minor, your parent or legal guardian) agree that your Video conforms to the Video Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") ("Qualifying Video") and that Sponsor, in its sole discretion, may disqualify your Video for any reason, including if it believes, in its sole discretion, that your Video fails to conform to the Guidelines and Restrictions in any way, or otherwise contains prohibited, inappropriate, offensive, infringing or otherwise unacceptable content as determined by Sponsor, in its sole discretion, in which case your Video shall be disqualified from the Contest.

Video Guidelines: To be eligible, the Video must be submitted in accordance with the online instructions and meet the following guidelines: The Video must be five (5) minutes in length or less; The Video must be in a format accepted by YouTube; The Video cannot have been submitted previously in a contest of any kind or exhibited or displayed publicly through any means previously. The uploading process is designed to work with most digital cameras, camcorders and cell phones, but Sponsor makes no guarantee that any particular device will upload successfully. Successfully submitting your Video is not verification that the Video is a Qualifying Video (as defined above).

Content Restrictions: The Video must meet the following content restrictions: The Video must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; The Video must not contain brand names or trademarks; The Video must not contain photos or artwork not created by entrant; The Video must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous; The Video must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and The Video must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Video is created.

6. Categories: Each entrant may enter a Video in only one of the following categories, which must be indicated at the time of registration: **(a) High School Student:** Open to individuals who are age 13 through 18 and enrolled as a full time student at an accredited U.S. high school; **(b) College Student:** Open to individuals who are age 18 or older and are enrolled with an accredited U.S. post-secondary institution; **(c) Adult:** Open to individuals who are age 18 or older and are not High School Students or College Students.

7. Winner Determination: After the conclusion of the Contest Period, qualified judges (determined by Sponsor in its sole discretion) (the “Judges”), whose decisions are final and binding, will select Contest Prize winners from all Qualifying Videos received during the Contest Period for each age group. The Judges will make this decision based upon the following criteria: (30%) creativity/ originality; (30%) overall appeal of video; and (40%) how well the video demonstrates the positive attributes of the coverage area (Adair, Audubon, Carroll, Crawford, Greene, Guthrie, Ida, and Sac Counties) (“Judging Criteria”). The Video that receives the highest score, as determined by the Judges, will be declared the Grand Prize Winner. The highest scoring video (excluding the Grand Prize Winner) from each respective Category will receive a \$500 First Prize. The remaining four (4) highest-scored Videos, regardless of category, will be runner-up winners and receive a \$250 Runner Up Prize. In event of a tie the Video with the highest score in the demonstration of positive attributes criterion will be deemed the potential winner of the applicable prize; if there is still a tie, the Video from among those tied with the highest score in the overall video appeal criterion will be deemed the potential winner of the applicable prize; if there is still a tie, the Video from among those still tied with the highest score in the creativity criterion will be deemed the potential winner of the applicable prize; and if a tie still remains, an additional, tie-breaking judge will determine the potential winner from among those tied using the Judging Criteria. Sponsor reserves the right to not award prizes if, in its sole discretion, it does not receive a sufficient number of Qualifying Videos.

8. Winner Requirements: The potential winners will be notified by mail, email or phone on or around May 30th, 2008. The potential winners (parent/legal guardian if winner is a minor in his/her state of residence) will be required to execute and return to Sponsor, within fifteen (15) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (“Affidavit/Release”), unless prohibited by law, in order to claim his/her prize. If a potential winner cannot be contacted within a reasonable period, or fails to execute and return the Affidavit/Release within the required time period (if applicable), he/she forfeits the prize. Failure to comply with these Official Rules, return of prize notification or prize as undeliverable or disqualification of the potential winner for any reason, will result in forfeiture of prize. In event a prize is forfeited for any reason, the entrant whose Video receives the next highest score in that Video's applicable Category may be deemed the alternate potential winner for the applicable prize. Acceptance of any prize shall constitute and signify winner's (and, if an eligible minor, his/her parent's or legal guardian's) agreement and consent (and agreement to confirm such consent in writing) that Sponsor and its designees may use the winner's name, city, state, voice, likeness, Video, photos and/or prize information in any and all media now or hereafter devised, for advertising, promotional and other purposes, worldwide, including the Internet, in perpetuity without limitation and without further payment or consideration, notification, review or permission, except where prohibited by law. If any winner is an eligible minor, Sponsor may, at its discretion, award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein. By accepting a prize, the winner agrees that his/her Video will be deemed a Work Made for Hire under the Copyright laws of the United States and Sponsor will be considered the owner of the Video. To the extent the Video is not deemed to be a Work Made for Hire, then the winner agrees to assign and transfer to Sponsor all of his/her right, title and interest in and to his/her Video, 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. Winner hereby waives in favor of Sponsor, all rights of “Droit

Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to their Video. Sponsor reserves the right to edit/modify the winning Video, in its sole discretion. Accordingly, winner agrees to sign all legal forms deemed necessary by Sponsor to establish Sponsor's ownership of the right, title and interest in and to the Video and of the transferred copyrights and “Moral Rights of Authors” waived under these Official Rules. All completed forms must be returned to Sponsor within fifteen (15) days of date notice was sent or winner status will be forfeited and the entrant whose Video receives the next highest score in that Video's applicable Category may be deemed the alternate potential winner for the applicable prize. Further, Sponsor may request from winner, that the winner secure from any model(s) an irrevocable assignment and transfer to Sponsor all of any model's right, title and interest in and to the winner's Video, 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. The model may be required to waive in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that the model may now or later have in the Video. Should Sponsor fail to request the said model's assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

9. Prizes: Grand Prize (1): a 42” large screen HDTV Television (make, model and features to be determined by Sponsor in its sole discretion) Approximate Retail Value: \$900. First Prize (3): \$500. Runner-Up Prizes: (3) \$250. Cash prizes will be delivered in the form of a check. For all Prizes: Limit: One (1) prize per household. Sponsor reserves the right to substitute a prize (or portion thereof) for one of equal or greater value, in its sole discretion. Winners are responsible for all taxes and all costs and fees associated with prize receipt and/or use not specified herein as being awarded.

10. Release: By entering, each entrant (and, if an eligible minor, his/her parent or legal guardian) agrees to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, suppliers, distributors, retailers, advertising/promotion agencies, and each of their respective officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising in whole or in part, directly or indirectly, out of participation in the Contest or any Contest related activity; receipt or use or misuse of any prize; Released Parties' use of the rights granted herein; or for any printing, production, typographical, human, or other error in the printing, offering or announcement of any prize.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, virus, worms, bugs, non-authorized human intervention, or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion, and determine winners from Qualifying Videos received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. If terminated, Sponsor may, at its discretion, determine the winners from among all non-suspect, Qualifying Videos received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or the Contest Web Site or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike

or disruptive manner and void all associated Videos. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

For all Videos: By submitting a Video, you warrant and represent that: (a) it is your original work and has been legally created, (b) it has not been previously published or distributed in any media, (c) it has not been entered in or won previous contests or awards, (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (e) that you have obtained permission from any person whose name or likeness or voice is used in the Video; (f) you own all rights to your Video, including without limitation, copyrights; (g) publication of the Video via various media including Web posting, will not infringe on any third party rights; and (h) you will indemnify and hold harmless the Released Parties (as defined in Rule 10 above) from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, your Video, or your conduct in creating your Video or otherwise in connection with this Contest. All Videos will become the exclusive property of Sponsor, and none will be acknowledged or returned. By submitting a Video, entrant irrevocably grants Sponsor and its agents an unlimited, worldwide, perpetual, unconditional, gratis license and right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, encode, store, copy, transmit, publicly display, exhibit, and or otherwise use or reuse (without limitation as to when or to the number of times used) the Video and all elements thereof, in whole or in part, including any persons or likeness embodied therein (in each case, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion) in any way, and may use them in any and all media, now or hereafter devised, worldwide in perpetuity, without attribution, compensation, permission or notification to the entrant, his/her parent or legal guardian, his/her successors or assigns, or any other entity, and without notice, review, or approval from entrant or any other party. Furthermore, although Sponsor is not under any legal or contractual obligation to do so, Sponsor reserves the right to review and/or edit any and all Video elements deemed by Sponsor, in its sole discretion, to be prohibited, inappropriate, offensive, infringing or otherwise unacceptable. Should Sponsor edit any such Video elements, entrant is not relieved from responsibility for compliance with these Official Rules.

ENTERING A VIDEO IN THIS CONTEST CONSTITUTES ENTRANT'S (AND, IF AN ELIGIBLE MINOR, HIS/HER PARENT'S OR LEGAL GUARDAIN'S) IRREVOCABLE ASSIGNMENT, CONVEYANCE AND TRANSFERENCE TO SPONSOR OF ANY AND ALL RIGHT, TITLE AND INTEREST IN THE VIDEO INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS.

Released Parties (as defined in Rule 10 above) are not responsible for lost, late, incomplete, invalid, un-intelligible, garbled, delayed, inaccurate or misdirected Videos, Videos not uploaded in accordance with instructions, or Videos not received for any reason; all of which will be disqualified.

Sponsor reserves the right to, but is not obligated to, monitor/screen entries prior to accepting them as an Approved Entry and/or posting them to Sponsor's Contest Web Site, if any. By entering, you acknowledge that Sponsor has no obligation to use or post your submitted Video. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incomplete, incorrect or inaccurate information, or the failure to capture information, whether caused by entrant, site users, tampering, hacking, typographical, printing or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, satellite, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest, or the theft, destruction or unauthorized use of or access to, or alteration of, entries; (4) technical, computer, network, human or other errors or problems which may occur in the administration of the Contest, the uploading, processing or judging of Videos, the announcement of the prizes or in any Contest-related materials; (5) lost, late, incomplete, invalid, un-intelligible, garbled, delayed, inaccurate or misdirected Videos, Videos not uploaded in accordance with instructions, or Videos not received for any reason; (6) any failure of any message to be received by or from Sponsor for any reason, including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (7) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or Contest related activity, receipt or use or misuse of any prize or accessing or downloading information in connection with this Contest. Released Parties are not responsible for misdirected or undeliverable Videos or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost, interrupted or unavailable network, server, satellite, Internet Service Provider, Web site, telephone, or other connections, availability or accessibility, or failed, incomplete, garbled or delayed computer transmission or any combination thereof, or for any other errors of any kind, whether human, mechanical, electronic or network. Released Parties are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Contest. Released Parties are not responsible for any unauthorized third party use of any Video. In the event of a dispute regarding the identity of an entrant, the authorized account subscriber of the e-mail address provided during the registration process will be deemed the winner and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. The potential winner may be required to show proof of being the authorized account subscriber.

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 YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST WEB SITE OR ANY OTHER WEB SITE ASSOCIATED WITH THIS CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE 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. SOME JURISDICTIONS MAY NOT ALLOW 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.

13. Disputes: Except where prohibited, entrant (and, if an eligible minor, his/her parent or legal guardian) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of Iowa or the appropriate Iowa State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will entrant be entitled to obtain attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 Iowa without giving effect to any choice of law or conflict of law rules (whether of the State of Iowa or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Iowa. All suits or claims brought in connection with this Contest must be brought in a state or federal court in Iowa.

14. Winners' List: For the names of the prize winners, send a self addressed stamped envelope to: WIA Video Contest Winners' List, 1009 E. Anthony St. P.O. Box 768 Carroll, Iowa 51401, for receipt by May 30, 2008.

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