

## **Win a Panda Trek in Nepal Contest Official Rules**

**Introduction:** The objective of this Contest is to promote the conservation of wildlife and wild places and to give the Mozilla community an opportunity to voice their support for conservation efforts by creating short videos about their favorite outdoor spots and why preserving them is important.

**Sponsor:** The sponsor of this Contest is Mozilla Corporation, located at 650 Castro Street, Suite 300, Mountain View, CA 94041 ("Sponsor").

**Eligibility: No purchase or fee is necessary to enter or claim any prize.**

The Contest is open only to individuals who are at least the age of majority in their country of residence.

The Contest is open to individual developers and groups of individuals (but a winning group will receive one prize package, not a prize package per member of the group).

The Contest is void in any country subject to a U.S boycott and where prohibited by law or restricted by law or regulations.

Employees of Sponsor and its parent company, subsidiaries, affiliates, suppliers, advertising agencies, and the families of and persons living in the same household as such employees, are not eligible to participate.

By entering you agree to be bound by these Official Rules and all decisions of the Sponsor and judges, which are final and binding. The Contest is subject to all applicable laws.

**How to Enter:** To enter the Contest, post your video ("Entry") to Youtube using the hashtag FirefoxLiveTREK. All videos posted to Youtube with this hashtag will be considered Entries to the Contest. You may submit as many Entries as you want. When you submit your video to Youtube, you are subject to Youtube's Terms of Service (<http://www.youtube.com/t/terms>) and Privacy Policy (<http://www.youtube.com/t/privacy>).

If you are a group of individuals submitting an Entry, the Entry should be submitted under one individual's Youtube account. All the individuals in the group should be identified in some way in the description for proper attribution.

You must be the named and authorized account holder of the Youtube account through which your Entry is submitted. The authorized account holder is the natural person whose information was submitted to Youtube when the account was created. Entries submitted will not be returned or acknowledged.

Without limiting any other rights, the Sponsor has the right to, in the Sponsor's sole discretion, reject or remove from the Contest any Entry that, in the Sponsor's sole discretion, violates these Rules, any applicable Sponsor or Youtube policy, any applicable laws, or is in any way harmful or objectionable. Sponsor also reserves the right to disqualify any entrant or Entry at the Sponsor's sole discretion. No correspondence shall be entered into.

**Privacy:** The winner will be asked to provide his or her name, email address, and mailing address so that we can send the winner the documents needed to claim the prize and for general contact purposes related to the Contest. All Entries will be public on Youtube as well as the entrants' Youtube user names and any other information entrants include in the descriptions of their Entries. Except as otherwise stated herein or as otherwise agreed by you and the Sponsor, all other personal information you provide in connection with the Contest will be used only for purposes relating to this Contest, and will not be communicated to third-parties without prior permission or as otherwise specified in our Privacy Policy located at <http://www.mozilla.com/en-US/privacy-policy.html>. Please see the Youtube privacy policy (<http://www.youtube.com/t/privacy>) for information on its privacy practices.

**Contest Period:** The Contest begins at 12:01 a.m. Pacific Standard Time (PST) (8:01 a.m. GMT) on Wednesday, March 9, 2011 and ends at 11:59 p.m. PST on Friday, March 25, 2011 (7:59 a.m. GMT on March 26, 2011) (the "Contest Period"). It will be immediately followed by the judging, as described below.

**Work Criteria:** All Entries must meet specific criteria to be accepted into the Contest. Without limitation, the following conditions apply: (a) The Entry must be about an outdoor place you love and why it should be preserved. (b) The Entry must be submitted under the Creative Commons Attribution-Share Alike version 3.0 or later license. (c) The Entry must be your original work and may not include any unauthorized intellectual property of a third party (such as a video clip, music, or visible brand name or logo you do not have a license to use). (d) You may use the graphics and logos supplied by Sponsor subject to the Mozilla Trademark Policy and Visual Identity Guidelines, available at <http://www.mozilla.org/foundation/trademarks/>. Mozilla retains all ownership in such graphics and logos. (e) The Entry may be no longer than one minute. (f) Non-English language videos must have English subtitles included. (g) The Entry must be in a format that can be uploaded to Youtube. (h) The description of the Entry included in your submission must be clear and accurate. (i) The Entry must not be obscene, libelous, or defamatory, violate the right of privacy or publicity of any third party, or violate any applicable laws, and must comply with Mozilla's legal notices and policies. See <http://www.mozilla.com/en-US/about/legal.html>. (j) If anyone not on the submitting team appears in the video, you must obtain their explicit permission to videotape them, to enter the video in this Contest by posting it to Youtube, and to give Mozilla the right to freely use and distribute the video.

**Selection of Winner:** After the Contest Period has ended, all Entries will be reviewed and judged by a panel of qualified judges who will select the winner. Entries will be judged based on the following three criteria: presentation (25%), relevance (50%), and originality (25%). The decisions of the judging panel are final on all matters relating to the Contest and no correspondence will be entered into.

**Prize:** One (1) winner (an individual or one member of a group, selected by the group) will receive a 15 day trek for the winner and a guest in Nepal operated by the Red Panda Network (see <http://redpandanetwork.org/get-involved/ecotrips/> for more information) (approximate retail value: \$5,000) and airfare for flights between the major airport nearest the winner's home and Kathmandu, Nepal to be arranged by Mozilla in consultation with the winner (approximate retail value: \$3,500). Total approximate retail value of the prize: \$8,500. Actual value will vary depending on departure city, exchange rates, travel dates, etc. Any difference between actual and stated value will not be awarded. A number of dates in 2011 are available for the trek. The winner, Mozilla, and Red Panda Network will work together to decide on the dates of the trek. All travel is subject to availability and Sponsor discretion. The winner is responsible for possessing all necessary passports or other travel documents. If the winner forfeits the prize for

any reason, Mozilla will donate \$8,500 to one of the following organizations: Red Panda Network, Knoxville Zoo, World Wildlife Fund, Nature Conservancy, or National Wildlife Foundation, taking into account the preference of the winner.

**General Prize Conditions:** The winner is solely responsible for the payment of any taxes that may arise as a result of acceptance of a prize, and all other expenses or costs relating to the prize not expressly set forth above (including all trip expenses not listed above). Prizes cannot be transferred or substituted and must be accepted as awarded. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion if an advertised prize becomes unavailable. Please note that if the winning Entry was submitted by a group, only one prize package will be awarded to the group. A prize will not be given to each member of the group.

**Winner Notification/Validation:** The selected winner will be notified through his or her Youtube account on or about April 6, 2011, and must respond within five (5) days after his or her selection. Please check your Youtube messages frequently. If a winner has not responded within five (5) days after Sponsor has sent the notification, the prize will be forfeited, and the entrant having the next highest score will be deemed the winner. If neither of the first two selected winners have responded within the designated time, the prize will have been forfeited, and Mozilla will instead make a donation to a conservation organization as described in the prize section above. The winner, and all group members if the winning entry was submitted by a group, may be required to sign and return to Sponsor an affidavit of eligibility and publicity release, where lawful. In order to claim the prize, the winner (the one individual selected by the group to receive the prize if the winning entry was submitted by a group) and the winner's guest will be required to sign both Mozilla and Red Panda Network liability waiver forms within fourteen (14) days of the date of winning notification; otherwise the prize will be forfeited, and Mozilla will instead make a donation to a conservation organization as described in the prize section above. In the event of non-compliance with any of these requirements, the prize may be forfeited.

**Authorization to Use Winner's Entry Information & Name:** By entering, you agree that Sponsor and its designees may use your Entry and your name, photo (or image capture from your Entry), video clips, and basic information about you and your Entry that you submit, in any media now known or hereafter developed for promotional and/or publicity purposes, unless prohibited by law. You also agree to participate in and cooperate with any promotional activity and/or publicity relating to the Contest as the Sponsor or prize provider shall reasonably request from time to time.

**Release of Liability:** By participating, you release the Sponsor and its subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and all others associated with the development and execution of this Contest (including Youtube, Google, and Red Panda Network), from and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are in no way responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Contest and/or the awarding of any prize except as may be expressly set forth in these Official Rules.

You also agree to hold harmless Sponsor and its subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and all others associated with the development and execution of this Contest (including Youtube, Google, and Red Panda Network), from any claim by any third party relating to any rights in the Entry you submitted.

**Representations and Warranties:** By entering, you (meaning each member of a group if a group is submitting the Entry) warrant and represent that (a) you are the sole and exclusive owner of (and free of any adverse claim by any person, firm, or corporation) all intellectual property rights in and to the Entry (exclusive of Mozilla's intellectual property rights); (b) the Entry is original and the use of the Entry as described in these Rules will not infringe the proprietary rights, including without limitation the intellectual property rights, of any third party; (c) the use of the Entry, as described in these Rules, will be in compliance with any third-party licenses pertaining to the Entry; (d) the Entry is not obscene or libelous, or does not violate any rights of any third party, including but not limited to rights of privacy or publicity; (e) the Entry does not target anyone because of his or her membership in a certain social group, including race, gender, color, religion, belief, sexual orientation, disability, ethnicity, nationality, age, gender identity, or political affiliation, and does not contain a symbolic representation of any group that targets anyone because of his or her membership in a certain social group; (f) you have accurately described the Entry; (g) the Entry does not exploit any vulnerabilities in decoders; (h) the Entry and its use as described in these Rules will not violate any federal, provincial, state or local laws or ordinances; (i) the Entry is consistent with these Rules; and (j) you have the right to grant to Sponsor and its designees the license granted below. By entering you agree to be bound by these Official Rules, including all eligibility requirements and all decisions of Sponsor, which are final and binding in all matters relating to the Contest.

**Intellectual Property:** Your Entry shall remain your exclusive property. By submitting your Entry to the Contest, you agree to make it available under the Creative Commons Attribution-Share Alike version 3.0 or later license.

**Mozilla's Trademarks:** The names Mozilla and Firefox, as well as the Mozilla logo, Firefox logo, and the red lizard logo are all registered trademarks of the Mozilla Foundation in the U.S. and several other countries. Any use of those or any other Sponsor (or Mozilla Foundation) trademark, trade name or logo must comply with the Mozilla Trademark Policies as posted at <http://www.mozilla.org/foundation/trademarks/>.

**Disclaimers:** Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these official rules; and (ii) suspend, modify or terminate the Contest if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, or integrity of the Contest. If the Contest is terminated before the scheduled end of the Contest Period, the Sponsor will determine the winners from all eligible entries received as of the termination date in a fair and equitable manner as determined by Sponsor in its reasonable discretion. Persons found tampering with or abusing any aspect of the Contest, or whom the Sponsor believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. The Sponsor reserves the right to disqualify any unauthorized entries or votes, including, without limitation, any entries or votes made through robotic, automatic, mechanical, programmed or similar multiple-entry, or entry/vote duplication, method and to disqualify any person or entity using such a method.

**Disputes:** These Official Rules and any disputes relating in any way to the Contest shall be governed exclusively by the laws of the State of California, USA, without regard to principles of conflicts of laws. By participating, you further agree that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

**Winner's Names:** For the names of the winner and/or the judges send a self-addressed, stamped envelope to "Panda Trek Contest Winner List", attn: Mozilla Contests, 650 Castro Street, Suite 300, Mountain View, CA 94041. Requests must be received (not just postmarked) by September 30, 2011.