

Terms and Conditions for the fifth annual "IJA Video Tutorial Contest" Video Contest

The rules listed below form the terms and conditions of the contest ("Contest"). This Contest is administered by the International Jugglers' Association. ("IJA") under the platform of "YouTube" and "Juggling.tv". You hereby declare and agree that your entry to the Contest is made by your own free will and at your own liability and expense. IJA will not be liable in any way for any breach by you of these Terms and Conditions as well as the aforesaid YouTube Terms of Service (or any subsequent terms), as well as the aforesaid Juggling.tv Terms of Service (or any subsequent terms.) If IJA is found liable or claimed to be liable as a result of your breach of the above or due to any other act or omission by related to the Contest and its use, you will indemnify, defend and hold IJA harmless from and against any such liability.

1. Entrants may only enter the Contest online and by submitting their audio visual recording ("Video") in accordance with the instructions set out on the IJA eZine and/or YouTube and/or on Juggling.tv (the "Site").

2. Please note that by submitting an entry (electronically by way of uploading the Video to the Site and/or sending it to the designated email address), you are deemed to have agreed to and accepted these Terms and Conditions as well as the "YouTube Terms of Service" and/or the "Juggling.tv Terms of Service".

3. This Contest is open to all who are interested, including but not limited to the IJA's membership and to its directors and officers. You do not need to be a member of the IJA to participate in this event.

4. Unlimited entries per person are allowed, but each entry must include entrant name and address (including postcode), email address and telephone number of entrant, the URL of the video (as hosted on YouTube.com and (if applicable) Juggling.tv).

5. Each Video must be the original creation and work of the entrant, in its entirety. Entrants must not incorporate in any video any sample of any copyrighted materials from musical artists and/or producers, films, television shows, videos or any other copyrighted works. Subject to the foregoing, entrants acknowledge that all copyright and other rights in the Video will be solely and exclusively owned by IJA. The entrant guarantees that the contents of the video will not be obscene or defamatory.

6. All visual and audio elements embodied in each video must be fully cleared by the entrant for IJA's use as part of the Contest and for any promotional use by IJA and its affiliates and licensees. Entrants must ensure that such use of their video as part of the Contest and any use by IJA and its affiliates and licensees shall not infringe the rights of any third parties or any applicable law, regulation, code, order, direction or bylaw and entrants shall indemnify and keep IJA and its affiliates and licensees, its licensees and assigns fully indemnified from and against any claim, damage, loss (whether foreseeable or not), liability or cost including reasonable legal fees in respect thereof.

7. By entering the Contest, entrants warrant and confirm that they grant (or waive as applicable) and have obtained all necessary rights, licenses, consents and permissions from all persons rendering performances in relation to their video(s), including but not limited to consents from all persons whose performances are reproduced in the video(s) or otherwise in order that IJA and its affiliates and licensees may make the fullest use of the video(s). If any such consents, permissions or any clearances have not been properly and legally obtained, then the entrant, upon submitting the video(s), agrees to indemnify and keep IJA and its affiliates and licensees fully indemnified from and against any claim, damage, loss (whether foreseeable or not), liability or cost including reasonable legal fees arising out of any failure to obtain such consents.

8. Each entrant warrants, agrees and undertakes that he or she has no right, title or interest in any musical composition or lyrics or arrangement reproduced in the Video (or any portion thereof), and that they shall not assert or permit to be asserted any claim to any right, title or interest in any such musical composition or lyrics or arrangement (or any portion thereof). No entries containing musical compositions or lyrics or arrangements with rights belonging to parties other than the entrant, or musical compositions or lyrics or arrangements to which the entrant has the express written consent to use under the rules laid out by this contract will be accepted as entries to this contest.

9. By entering the Contest, entrants agree that IJA and its affiliates and licensees shall have the exclusive right to use the video(s) for promotional purposes, in perpetuity throughout the world and in any and all media for no payment or other compensation whatsoever other than as contained herein.

10. By entering the Contest, entrants agree that IJA and its affiliates and licensees shall have the full right and power to edit, translate, dub or alter the entries in any way it sees fit in its sole discretion.

11. By entering the Contest, entrants agree that if an entry does not comply with the technical, artistic or legal specifications set out herein or if IJA in its sole discretion requires, IJA shall be within their rights to disqualify any such entries. Further, that IJA and its affiliates and licensees shall have no obligation to return any entries or provide explanations as to why an entry was disqualified.

12. By entering the Contest, entrants agree that neither IJA and its affiliates and licensees shall be under any obligation to exploit, distribute and/or exhibit any video(s) and the entrants shall have no claim against IJA and its affiliates and licensees in this regard.

13. The Winner will have provided a video(s) in accordance with the Terms and Conditions. The winner will be the Entrant who submits the best video, as determined by IJA and their affiliates in their absolute discretion while taking into consideration the following factors:

- Educational merit
- Entertainment value
- Production value

There will be multiple winners selected. Winners will be selected in accordance with the aforesaid factors by panel and/or popular vote. The total number of winners will be detailed on the IJA Video Tutorial Contest website, and is subject to change without notice before winners are announced.

14. The closing date for entries is September 30th, 2014, unless extended by IJA. The Winner will be selected on or by October 31st, 2014 (unless IJA decides to extend the contest period). The prizes are as set out on the IJA Video Tutorial Contest website.

15. The appearance of any video(s) entry on a future release by IJA is subject to IJA's discretion. If any video appears in any future release no payments or other compensation whatsoever will be payable to the winner or any entrant (or other third party) in respect of that video other than as set out on the Site or herein.

16. The Winner will be notified by telephone and/or email within ten (10) working days of the winner being selected.

17. In the event that IJA cannot for any reason contact any winner by midnight two working days after the above notification dates, IJA reserves the right in its discretion to draw another winner or to determine that there shall be no winner. IJA further reserves the right to postpone and/or cancel the Contest at any time and at its own discretion with no further claim by entrants.

18. IJA's decision is final. No correspondence will be entered into consideration.

19. IJA reserves the right to select an alternative winner in the event that IJA has reasonable grounds for believing that a selected winner has contravened any of these Terms and Conditions of entry.

20. The winner may be required to provide a written acknowledgement of acceptance of all Terms and Conditions of the Contest prior to receiving their prize.

21. IJA can accept no responsibility for entries lost, delayed, misdirected, damaged or undelivered. Incomplete and/or illegible entries will be disqualified. IJA shall not be responsible for technical errors in telecommunications networks, Internet access or otherwise, preventing entry to the Contest.

22. The prizes are as stated and are non-transferable. If due to circumstances beyond IJA's control IJA is unable to provide a stated prize, IJA reserves the right to award a substitute prize of equal value. All prizes are where applicable subject to the additional terms and conditions of the manufacturer or supplier.

23. By entering the Contest, entrants acknowledge that they may be required to be used in publicity without further consent or payment. Such publicity may include without limitation the entrant's video, and their name and/or likeness, voice, photographs and/or video footage of the entrant, biographical information provided by the entrants/winners and/or any statement made by them concerning the Contest and/or the prizes. Entrants agree that any or all such elements may be used by IJA and its licensees in any and all media in perpetuity throughout the world as IJA and its licensees in their sole discretion see fit but IJA and its licensees shall have no obligation to include an entrant in any publicity whatsoever.

24. IJA and its licensees shall not be liable to the winners and/or their guests for any loss or damage howsoever caused (whether in contract, tort or statutory duty or otherwise) arising out of or in

connection with the Contest and/or prize and the video submitted by such winners and/or their guests. By entering the Contest, entrants waive to the full extent permissible by law, any and claims that they may have against IJA and its licensees.

25. IJA and its licensees shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to the winners and/or their guests under these Contest Terms and Conditions if such delay or failure is caused by circumstances beyond its reasonable control including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused, including without limitation, as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or arising, without limitation, out of or in connection with the activities of third party event organizers; For the avoidance of doubt, the affected winners and/or any guests shall be solely liable for any additional costs incurred as a result.

26. A list of winners will be available on the Site for a period of at least 2 months from the closing date of entry to the Contest. A list of winners will be available by sending an email to Tutorials@Juggle.org with the subject line text of: "IJA Video Tutorial Contest Winners". Please note that by submitting an entry, you are deemed to have agreed that if picked as a winner your name may be disclosed to any third party, by IJA, when providing a list of the names of the winners where requested.

27. All entrants agree to be bound by these Terms and Conditions, which may be amended or varied at any time by IJA on notice.

28. These Contest Terms and Conditions shall be governed by and construed in accordance with the laws of the United States of America, and of the state of Delaware shall have exclusive jurisdiction in relation to any disputes arising therefrom.