

Schedule B

Official Rules

STAR-SPANGLED BANNER SINGING CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. SUBJECT TO APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

1. **ELIGIBILITY.** Subject to the additional restriction below, the Star Spangled Banner Singing Contest (the “Contest”) is open to individuals 18 years and older who are legal residents of the 50 United States or the District of Columbia. Parents or legal guardians may enter a performance of a minor (younger than eighteen (18) years of age as of February 15, 2009) in their care. Proof of residency and age may be required. Entrants/performers must be willing and able to perform publicly in the Flag Hall on June 14, 2009 at the National Museum of American History in Washington, D.C. and at Oriole Park at Camden Yards in Baltimore, Maryland. Employees, officers, directors, and representatives of the Smithsonian Institution (“Sponsor”), USA WEEKEND, Gannett Co., Inc., and each of their respective affiliated companies, and advertising and promotional agencies, and the immediate family members of, and any persons domiciled with, any such employees (including children and legal dependents), are not eligible to enter or to win.

“Immediate family members” shall mean spouse, parents, step-parents, legal guardians, children, step-children, siblings and step-siblings and each of their respective spouses. “Household members” shall mean those people who share the same residence at least three months a year.

2. **HOW TO ENTER:** The Contest will begin at 12:01 a.m. (E.T.) on February 15, 2009, and end at 11:59 p.m. (E.T.) on May 5, 2009 (the “Contest Period”).

To enter, log on to <http://www.youtube.com/group/starspangledbanner> between 12:01 AM Eastern Standard Time (EST) on February 15 and 11:59 PM EST on April 13, 2009 (“Video Entry Period”). Upload a video of yourself, or dependent child, performing the first stanza of The Star Spangled Banner. For lyrics, see <http://americanhistory.si.edu/starspangledbanner/sing>. Performance must be an individual and not a duet or group. Entries must not exceed 2 minutes in length and must be presented on video; no audio-only submissions will be accepted. Entrants will be required to sign in to YouTube to submit a Video Entry. If Entrant does not

already have a YouTube account, Entrant will be required to create one. For purposes of these Official Rules, receipt of Video Entry occurs when YouTube's servers successfully receive the uploaded video file and record the required Entry information. By uploading your Video Entry, you agree that your Video Entry conforms to the Official Rules, and YouTube Terms of Service, and that Sponsor, in its sole discretion, may remove your Video Entry and disqualify you from the Contest if it believes, in its sole discretion, that your Entry fails to conform to the Official Rules of the Contest. In addition, Entrant warrants and represents that the Video Entry (a) is original and has been legally created, (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party. Entrant represents that he/she owns all rights to his/her Video Entry, including, without limitation, the copyrights in the content contained therein. If the Likeness of a minor is included, grant of rights must include permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor. Limit one (1) Video Entry per person. A Video Entry may only be submitted once during the Video Upload Period. All Video Entries in excess of this limit will be disqualified and ineligible for the Contest. Once an entrant submits a Video Entry, the Video Entry becomes final and may not be modified or edited.

Sponsor will not be responsible for incomplete, lost, late, misdirected, garbled, inaudible, or illegible entries, or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. Ad blocking software on your computer needs to be disabled so that it doesn't interfere with processing your entry. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. All entries become property of Sponsor and none will be returned. Entrants acknowledge and agree that Sponsor shall have the right to edit, adapt, modify, reproduce, publish, promote, create a sound recording of, broadcast, or otherwise display or use entries in any way it sees fit without limitation or compensation to entrants. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest. Sponsor further reserves the right to disqualify any entry that is alleged to infringe on any third-party's intellectual property rights, or that Sponsor deems obscene, offensive or otherwise inappropriate for viewing by a general audience.

Video Entries must not: (i) contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening,

profane, or harassing; (ii) include mention or performance of any copyrighted media production including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property; (iii) contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity or intellectual property rights, or that constitutes copyright infringement.³ TECHNICAL REQUIREMENTS: YouTube can accept almost any video format for upload, but for most users the following settings give the best results: (i) Video Format: H.264, MPEG-2 or MPEG-4 preferred; (ii) Aspect Ratio: Native aspect ratio without letterboxing (examples: 4:3, 16:9); (iii); Resolution: 640x360 (16:9) or 480x360 (4:3) recommended; (iv) Audio Format: MP3 or AAC preferred; (v) Frames per second: 30; (vi) Maximum file size: 1 GB.

4. SELECTION OF WINNERS:

Round 1 Judging will begin on April 13, 2009, and end on April 17, 2009. Videos shall be available for viewing once they are submitted. The "Viewing Period" is defined as 12:01 AM Eastern Standard Time (EST) on February 15 through 11:59 PM EST on April 13, 2009. A panel of judges selected by Sponsor will judge all eligible entries according to the following criteria: Overall Appeal of Vocal Performance, Originality, Accuracy of Lyric, and Community Popularity during the Round 1 Judging Period (measured by YouTube views, ratings, and favorite statistics). All judging aspects will be weighted equally. The ratings scale for each criterion will range from one (1) to ten (10), with ten (10) being the best score. Round 1 Judging will conclude on April 17, 2009, and the top 15 Video Entries with the highest cumulative scores will be designated the Semifinalists. Semifinalists will be notified by via the E-mail account used to sign in to YouTube.

Round 2 Judging will begin on April 18, 2009, and end on May 4, 2009 each qualified Semifinalist entry selected from Round 1 Judging will be judged by a second panel of judges selected by Sponsor according to the following criteria: Overall Appeal of Vocal Performance, Originality, and Accuracy of Lyrics. All judging aspects will be weighted equally. The ratings scale for each criterion will range from one (1) to ten (10), with ten (10) being the best score. The entry with the highest cumulative score at the end of Round 2 Judging will be declared the Grand Prize Winner. Grand Prize Winner will be notified on or about May 5, 2009, via the E-mail account used to sign in to YouTube.

In the event there is a tie in any judging round, the tie will be broken based on the Quality/Overall Appeal Judging Criteria among the tied entries for the particular judging round. All Semi-Finalists and Grand Prize Winner are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of all required documents (described below). 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 are final and binding.

5. PRIZE DETAILS: Fifteen (15) Semi-Finalists and one (1) Grand Prize Winner. The fifteen (15) Semi-Finalists will each receive a signed copy of the book *The Star-*

Spangled Banner, published by Smithsonian Books. ARV: \$29.95 Grand Prize Winner will perform at Flag Day festivities held on June 14, 2009 in Flag Hall at the National Museum of American History and at Oriole Park at Camden Yards in Baltimore, Maryland. The performance may or may not include musical accompaniment, based on the sole discretion of Sponsor. Grand Prize includes round trip coach air fare for two people from the major U.S. airport nearest winner's home to Washington, DC, three (3) days/two (2) nights double occupancy, standard hotel accommodations, tickets and transportation to a Baltimore Orioles baseball game, and \$400 in spending money. Costs of meals, ground transportation, gratuities, transportation to and from airport and all other expenses not specified as part of prize package are the sole responsibility of winner. The trip package has a total approximate retail value of \$4,000, which may vary depending on location of major airport nearest to winner's home travel itinerary, and costs of air transportation at time of award. Odds of winning depend on the number of eligible entries received. If Grand Prize winner is under 18 year of age, he/she must be accompanied by a parent or legal guardian.

6. WINNER NOTIFICATION: Grand Prize Winner will be notified on or about May 5, 2009, via the E-mail account used to sign in to YouTube. If Sponsors are unable to contact a potential winner by E-mail within five (5) business days from the first contact attempt, or if a potential winner has not, or does not comply with these Official Rules, then such person shall be disqualified an alternate winner may be selected in accordance with these Official Rules as determined in Sponsors' sole discretion. Once confirmed, travel dates and accommodations cannot be changed by winner; however, travel is subject to availability and change due to circumstances beyond Sponsor's control, and must be completed by June 14, 2009. Winner and any guest of winner must travel on the same dates and itinerary. If winner is unable to travel on dates indicated, prize will be forfeited, and an alternate winner may be selected. Winners may waive their right to receive prizes. Prizes are nonassignable and nontransferable. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes. Winners may be required to complete an affidavit of eligibility/liability certifying that the entrant's submission is entrant's original work, that entrant owns right to the work, that the submission has not previously won an award or prize in a contest and has not previously been published, and that entrant has complied with the Official Rules of the Contest, and a liability and publicity release (except where prohibited by law) which must be returned as instructed by Sponsor. Failure to sign and return the affidavit or release within seven (7) days or notification as winner, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information and likeness in any media for any

commercial or promotional purpose, without limitation the Internet, or further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

Persons traveling as guest of the Grand Prize Winner must also sign any affidavit or release that Sponsor may require. Prizes won by minors will be awarded to parent or legal guardian who must sign any affidavit or release required by Sponsor.

7. **GENERAL CONDITIONS:** To claim the prize, the winner must complete, execute and return an Affidavit of Eligibility, and a Liability and Publicity Release (except where prohibited by law) within seven (7) days of notification of status as prize winner. Return of prize notification as undeliverable may result in disqualification and an alternate winner may be selected. Prizes are nonassignable and nontransferable. No substitutions allowed, except that prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value and cancel public performances. Winners are solely responsible for reporting and payment of any taxes on prizes. Failure to sign and return the affidavit or release within seven (7) days, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of prize to an alternate winner. Persons traveling as guest of the Grand Prize Winner must also sign any affidavit or release that Sponsor may require. Prizes won by minors will be awarded to parent or legal guardian who must sign any affidavit or release required by Sponsor. Except where prohibited, participation in the contest constitutes entrant's consent to the publication of his or her name and image in any media for any commercial or promotional purpose, without limitation or further compensation. Sponsor reserves the right to seek confirmation that the winning Video Entry meets all requirements. By accepting a prize, where permitted by law, winner agrees and acknowledges (which will be confirmed in writing upon request of Sponsor) that Sponsor without limitation or further compensation, may use his/her name, voice, biographical information, likeness, picture, city name, and audio and/or video recording of him/her in any and all media now known or hereinafter devised, through the universe and in perpetuity, for any purpose including any advertising and promotional purposes. **FUTHER, BY ACCEPTING A PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND USA WEEKEND AND THEIR RESPECTIVE LICENSEES, THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIAREIS, ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE REGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM ANY AND ALL LIABILITY FOR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND TO PERSON, INCLUDING DEATH AND PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY RELATED ACTIVITY, OR PARTICIPATION IN THIS CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF**

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. PARTICIPATION. By participating, Entrants agree to be bound by these Official Rules and the decisions of Sponsor. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.
9. COPYRIGHT. By entering the Contest, each Entrant grants to Sponsor an exclusive, royalty-free and irrevocable right and license to publish, print, edit or otherwise use the Entrants's submitted entry, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. Each Entrant further agrees that if his/her entry is selected by Sponsor as the winning entry, he/she will sign any additional license or release that Sponsors may require, and will not publicly perform or display his or her submission without the express permission of Sponsors.
8. CONSTRUCTION. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
9. SPONSOR. The Star Spangled Banner Singing Contest is sponsored by the Smithsonian Institution. The decisions of Sponsor and the Contest judges regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. For a list of winners (available after May 5, 2009) or a copy of these Official Rules, visit <http://americanhistory.si.edu/starspangledbanner/sing> or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), The Star Spangled Banner Singing Contest, National Museum of American History, New Media Program, AHB 4010 MRC 665, PO Box 37012, Washington, DC, 20013-7012. If you have any questions regarding this Contest, please contact Dana Allen-Greil, National Museum of American History, New Media Program, at 202-633-3383.

10. **PRIVACY POLICY:** Any personal information supplied by Entrant will be subject to The National Museum of American History's privacy policy posted at <http://www.si.edu/privacy/> and YouTube's policy at <http://www.youtube.com/t/privacy>. By entering the Contest, you grant Sponsor permission to share your E-mail address and any other personally identifiable information with You Tube or with any co-sponsor solely for the purpose of administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein or in the privacy policy. By entering the Contest, you grant YouTube permission to share your email address and any other personally identifiable information with Sponsor solely for the purpose of prize fulfillment.