

Terms & Conditions

The winner will be paid via check and a 1099 IRS Form will be issued to U.S. winner. A traceable form of delivery and e-mail or telephone will notify the finalists. The finalist will be required to provide within a specified time period, a photocopy of a valid driver's license and a completed and signed liability, publicity, and waiver release of all participants involved in the short video (except where prohibited). A publicity release or as determined by Sponsor, an assignment license release, must be provided to Comedy Driving Inc. of all rights of ownership and copyright to the submitted video by which consent is given for Comedy Driving Inc. to use the video in whole or in part and as edited by Comedy Driving Inc., in all media for educational, commercial and other uses without additional compensation. In addition a separate Talent Release Form by each individual appearing in the video is required along with the submission. Failure to return the required documents in a timely way, or the return of any notification as undeliverable for any reason, will cause the entry to be void and an alternate finalist to be selected. If a finalist (or any individual appearing in a video) is a minor, all relevant documents must be confirmed, ratified and signed by the parent or legal guardian of the individual signing the document(s).

By participating, entrants (if a minor, his/her parent or legal guardian): (a) agree to these Official Rules and to the decisions of the Comedy Driving Inc. judges and its agents in all matters, including the voting process, relating to the contest, which decisions shall be final and binding in all respects; (b) release, indemnify and hold harmless Comedy Driving Inc. respective directors, officers and employees, from any and all claims, liabilities, losses or damages of any kind whatsoever (including but not limited to the infringement of intellectual property or other rights of third parties or any liability as to failure of Comedy Driving Inc. or its agents to screen or monitor finalists' videos prior to posting online) resulting in whole or in part from their participation in the contest and the acceptance and use of any prize; (c) if a winner, consent (except where prohibited by law) to the use of their name, likeness and location for advertising and publicity purposes by Comedy Driving Inc., in its sole discretion, of its products and services and for promotion of comedy and driving safety; and (d) represent that the video submitted is their sole and original work and does not infringe the intellectual property rights of any other party. Participants (if a minor, his/her parent or legal guardian) agree that the Sponsor i.e. (Comedy Driving Inc.) and its agents are not responsible for late, lost or misdirected entries or mail, or for error, omission, interruption, deletion, defect, delay in transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure of Sponsor and its agents to receive entries for any reason whatsoever or for any errors, mishaps or problems, regardless of the cause, in the electing the winner process. In the event Sponsor determines that the integrity of the contest has been impaired or corrupted for any reason and as a result cannot be offered or completed as planned, Sponsor (subject to any governmental approval that may be required) reserves the right in its sole discretion to cancel or terminate the contest and to select finalists from among eligible entrants legitimately received prior to the event causing cancellation or termination or otherwise in a manner

determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules; and notice of cancellation will be posted at www.comedydriving.com/contest. Should the Sponsor and judges, in their sole discretion, determine that there are insufficient entries worthy of being selected as a finalist, they reserve the right to select less than ten (10) finalists; and in such event the dollar value of the finalist prizes not awarded shall be applied by Sponsor to the promotion of driving safety with comedy. The Contest shall be governed by and interpreted under the internal laws of the State of Texas (that is, excluding choice-of-law/conflict-of-law principles) for the contest in the United States. Any legal action concerning the Contest in the USA shall be brought only in a state or federal court located in Houston, Texas. In all circumstances, a legal action must be brought individually, NOT as part of a class action and the participant (if a minor, the participant and/or his/her parent or legal guardian) will only be able to recover his/her actual out-of-pocket costs (if any) in conjunction with participation in the Contest and expressly waives any right to all other damages (including but not limited to compensatory, incidental, consequential or punitive damages).
Reminder to Respect for Existing Copyright:

You must be the original author of everything in your video or have permission to use copyright protected material. Be creative, but think carefully about what you put into the video. If you are considering using existing music, video clips, photos, etc., it is very likely that someone else owns a copyright to that material. In this case, be sure to obtain the copyright owner's written permission before using the material in your video.

Reminder to provide a consent form from Actors in Your PSA:

Winning participants must declare they have written consent from people featured or identified in their video. Please Note: consent requirements may vary from state to state and each participant is responsible for complying with state consent requirements. Comedy Driving Inc. is a driving safety and defensive driving course that offers training online and in the classroom in Texas.

*Employees of Comedy Driving please see management for details.

I agree that I have read and agree to the above listed rules and requirements of the Comedy Driving Video Contest pages 1 through 5.

Printed Name: _____ Date: _____

Video Author's Signature: _____