

**2012 All-American Video Crew Contest
TERMS AND CONDITIONS AGREEMENT**

These Terms and Conditions govern the nomination and selection for the 2012 U.S. Army All-American Video Crew.

All materials submitted for consideration for the 2012 U.S. Army All-American Video Crew become the property of All American Games (AAG) and NewTek, Inc.

I, the participant ("Applicant"), certify that my nomination to the 2012 U.S. Army All American Video Crew is with my full consent and permission, that my participation is voluntary of my own free will, and that the information and material submitted in connection with my nomination is complete and accurate, and that these Terms and Conditions have been read and are understood by me.

I certify that I have not been convicted of a crime as a juvenile or as an adult (if over 18) and I am in good standing in my community and at my academic institution. I certify that I am a U.S. citizen and a member, in good standing, of my high school student body. I further certify that I will be in my Senior year by the fall of 2011, and will remain a member through the U.S. Army All-American Bowl events in January, 2012. AAG and NewTek have permission to contact my school, my instructor(s), or parent(s), if necessary to confirm the accuracy of this information and authenticate this application.

I understand that my video entry should not be longer than three minutes and should include tags provided by NewTek, i.e., logos, as specified by AAG and NewTek. I also understand that I must create a YouTube or SchoolTube account and upload my video entry to YouTube or SchoolTube, no later than November 30, 2011. I understand that the deadline to submit this application and to submit my entry by uploading it to You Tube or SchoolTube is November 30, 2011, 11:59pm CST, in order to qualify. I further understand that I, my instructor, or my parent will be notified by phone or e-mail in early December, 2011, I certify that the production title given for my entry is exactly the duty performed.

I understand that I may be disqualified for providing false information or making false statements regarding my entry or my participation in the All-American Bowl events. I certify that at least 50% of my submitted video length and time spent in producing it is my work alone, for the purpose of judging. I certify that my role in the submitted entry is announced during or titled (slated) within my production video entry. I understand that I may submit collaborative work with fellow contestants as long as our individual roles are distinguishable and announced, titled or slated within the video production.

I certify that none of my video entry infringes any third party copyright, trademark or other intellectual rights of third parties, and I have permission from all relevant authors/creators, participants and relevant actors to upload the respective portion to YouTube or SchoolTube and enter the video in this contest and grant NewTek the rights in these Terms.

I understand that the odds of being awarded a spot on the All-American Video Crew will depend on the number of eligible entries received. I also understand that my failure to respond to the "award"

notification e-mail/phone call within three business days disqualifies me, and my position on the All-American Video Crew will be awarded to the entrant with the next highest rating.

I understand that all decisions of the judges are final, and if selected, substitution or transfer of finalist status is not permitted unless sanctioned by All American Games and NewTek. I also understand that if selected, my travel arrangements for the game in January 2012 must be made through NewTek by December 9, 2011, and proof thereof provided to NewTek, Inc., and I will be required to perform at the U.S. Army All-American Bowl events between January 2 and January 8, 2012, with the All-American Video Crew. I further understand that I will be expected to participate in all video production set-up and break-down, if necessary. I understand that winning and participating is a privilege and honor, is for further education, and there is no compensation paid for being on and serving on the 2012 U.S. Army All American Video Crew.

I understand that my parent(s) or family member(s) are welcome to attend the AAG event, but are responsible for their expenses. If I am selected, I understand that expenses for airfare, hotel accommodations, meals and transportation to and from AAG events, will be paid for me and one adult (my instructor or parent). I understand that all other incidentals will be incurred at my own expense. I also understand that there are no cash substitutions for travel, accommodations or prizes allowed.

I consent to the use of my name, likeness, address (city, state), academic information, school information, and reproduction of my video entry in any and all media by NewTek, Inc. and/or AAG for the purpose of promotion, advertising, or otherwise in conjunction with this AAG game and/or this contest/program, which may include announcements in local or national media, including, but not limited to, television, radio, magazines, and the Internet for publicity, advertising and promotional purposes, and without compensation. I understand that by accepting the terms of this agreement, both AAG and NewTek have my consent to publicize my video entry, along with my name, school and any corresponding audio. This consent is in perpetuity and may not be revoked.

I hereby grant to AAG and/or NewTek a license of all intellectual property rights in the video, including all copyright, trademark and/or other intellectual property rights contained in, or related to, my video (including sound), for all purposes, including but not limited to the right to display, duplicate, copy, modify, or create derivative works, for purposes of advertising, promotion, marketing, and in any medium, including the internet, radio and/or TV, newspapers, magazines or other. NewTek and AAG will own any tape/disc/or other specific submission that I enter in the contest/program

If selected, I agree to read and abide by any Rules that might be provided, including those governing my participation and conduct as a member of the 2012 All-American Video Crew. I understand that All American Games and NewTek, Inc. may change any Rules or cancel the contest at any time, at either NewTek's and/or or AAG's sole discretion, without notice to contestants and may terminate the Contest at its sole discretion at any time. I also understand that entering this contest does not grant me any right or license to use any AAG, NewTek, their partners', sponsors' or affiliates' material (i.e. logos, images, text, etc.), trademarks, or other intellectual property of AAG, NewTek, their partners, sponsors or affiliates, for any purpose, without express written consent from the respective owner, AAG or NewTek.

I understand that if selected, I may be required to sign additional documents satisfactory to NewTek to carry out the Program.

I understand that All American Games and all its related properties, NewTek, their officers, directors, agents, partners and employees shall not become liable or responsible in any way in conjunction with the services they provide, or for injury, death, damage, delay, or irregularity which may occur while I participate in the 2012 All-American Video Crew, unless caused by the gross negligence or willful misconduct of All American Games, All-American Bowl or NewTek. I also understand that I will be required to sign a medical release form giving consent for medical treatment if necessary and that all associated medical costs will be my responsibility upon my receipt of the medical care. If I do not follow program rules or staff direction, I understand that I will be responsible for any associated costs for damages and/or my early transportation home.

This agreement is governed by the Laws of Texas and Texas courts shall have sole jurisdiction in relation thereto.

Applicant full name: _____

Applicant signature: _____

Address: _____

Date of Birth: _____

If Applicant is a Minor:

The undersigned certifies he/she/they are the parent of the above named applicant with authority to enter into this agreement on behalf of the above named minor, and the undersigned has read the foregoing, certifies all the same to be true, and agrees to the terms for the minor, and agrees to the licensing and consent with respect to all terms therein.

Name: _____

Signature: _____

Relationship: _____

These Terms and Conditions must be signed by the participant and if a minor, by their parent and faxed to NewTek at (210) 370-8075 before the deadline of November 30, 2011.