

## All entries must meet the rules and requirements to be eligible.

### 1. Eligibility

Open only to California residents 18 years of age or older. The following individuals are not eligible: State of California Tobacco Control Program employees; State of California Tobacco Control Program advertising and public relations contractors or subcontractors and their respective parent companies and family members (spouse, parent, child, sibling) of any of the above; and those affiliated with talent unions (Screen Actors Guild, American Federation of Television and Radio Artists). This contest is open to both amateur and professional filmmakers. Only original commercials made specifically for this contest which have not been posted or screened on another Web site or other medium are eligible.

### 2. How to Enter

#### a. Topic and Categories

All entries must be educational in nature and focus on one of the following categories:

1. Secondhand Smoke – The negative impacts of secondhand smoke, especially on kids
2. Tobacco Industry Targeting – How the tobacco industry's markets their deadly products to specific groups, such as the African American, Hispanic, Asian, LGBT and American Indian communities or those of lower income
3. Personal Stories – Personal stories of how tobacco has hurt you or your family and friends
4. LGBT – The health impacts of tobacco use in the LGBT community
5. Environment – The impact that cigarette butts have on our environment

For more information and facts, see the *Be a Reel Hero* [Contest FAQs and Facts](#).

#### b. Audience

The primary audience for viewing contest entries is adults, ages 25 to 54.

#### c. Qualifications and Restrictions

Entries must meet the following qualifications. Entries which do not meet the following qualifications will be ineligible:

1. Entries must not glamorize smoking and must pay particular attention to not show smoking cues. Smoking cues are actions that make smoking visually enticing and appealing. For more information, see the [Contest FAQs](#).
2. All entries must be appropriate for the general public.
3. Entries must not contain profanity, vulgar or inappropriate content.
4. Entries must not contain dangerous stunts or unsafe conduct.
5. Entries must not show cigarette brand names, company logos, or any product logos or trademarks, including those visible on clothing worn by talent.

6. Entries must not show distinctive packaging or branded elements, such as actual cigarette brand names and packaging colors or designs strongly associated with specific cigarette brands.
7. There is no limit on the number of entries submitted per person or group. If any group of individuals elects to collaborate on an entry, they are required to designate one representative to enter the entry and accept the prize on behalf of the group. The California Department of Public Health is not liable for any disputes between collaborators related to an entry.

d. Production

1. Length and Language

All entries must be **exactly 30 seconds** in length and must be primarily in English.

2. Required Super/Tag

All entrants are required to submit two versions of the entry, one with a super/tag and one without. The super/tag must be on screen at the end of the ad for three to four seconds within the 30-second limit.

a) Version one should have the super/tag [TobaccoFreeCA.com](http://TobaccoFreeCA.com).

b) Version two should be exactly like version one, but the super/tag should be removed.

3. Minimum Required Format

The minimum required format for submissions is Mini Digital Video (DV) format 720 x 480 NTSC full screen resolution. HD is preferred, but not mandatory. Entrants are encouraged to submit a better quality video if possible. The better the source quality is, the better it will look on television (for the winning entry only).

4. Formats for Submission

Each entrant is required to submit both a DVD containing their submission (must be playable on a DVD player) plus a CD with an uncompressed QuickTime file. If possible, it is requested that the audio be split into two tracks with voiceover, dialogue, and sound effects on channel 1 (one) and music on channel 2 (two).

**SUBMISSIONS MUST INCLUDE 2 DISKS—A DVD AND A CD WITH AN UNCOMPRESSED QUICKTIME FILE.**

e. Requirements for Submission

1. Production Release Form

All entries must be accompanied by a complete [Production Release Form](#). All releases must accompany the entry and must contain original signatures.

2. Trademarks, Copyrights, and Releases

Any elements in the commercial, including but without limitation to music, audio, speech/voiceovers, stills, video, supers or other audiovisual materials used must be:

- 1) entirely original, created and performed by the entrant and/or participants; or
- 2) be in the public domain as creative work not protected by trademark or copyright which can be used freely by anyone; or
- 3) purchased or released trademarked or released copyrighted elements, such as music, photographs or logos. **It is illegal to use copyrighted or trademarked materials without the permission from the holder.**

3. Talent Release Form

All entries must be accompanied by a complete [Talent Release Form\(s\)](#). All releases must accompany the entry and must contain original signatures.

4. Entry Deadline

All entries must be received by 5 p.m. (PST) **January 13, 2012, regardless of method of delivery.** The entry is final once received and will not be returned. Entries must be delivered to:

*Be a Reel Hero* Contest  
c/o Allison & Partners  
11611 San Vicente Blvd., 9<sup>th</sup> Floor  
Los Angeles, CA 90049

### 3. Selection of Finalists and Grand Prize Winner

a. Selection Process

**Finalists** – All qualifying entries will be judged and finalist entries will be posted to BeAReelHero.com on February 6, 2012. The Grand Prize Winner will be selected from this group.

**Grand Prize Winner** – Finalist entries will be judged by a review panel that will include professionals from the film/production industry, as well as public health and government officials. The public will also have the opportunity to vote for their favorite entries. The final results from the public vote will be tallied and will be incorporated into the final score along with the scores of the review panel. The Grand Prize Winner will be notified by phone and announced on [BeAReelHero.com](#).

b. Review Panel Judging Criteria

The review panel will judge the entries submitted based on the following:

1. Ability to motivate action or inspire change
2. Creativity and originality
3. Message development and clarity
4. Production quality

c. Public Voting

The selected finalists will be posted on [BeAReelHero.com](#) on February 6, 2012 and public voting will begin. Public voting will conclude at 11:59 p.m. (PST) on February 19, 2012.

#### **4. Grand Prize**

One grand prize will be awarded to the entry with the highest cumulative score. The grand prize will include the airing of the winning commercial on television in California.

#### **5. Timeline**

Entries Due – January 13, 2012 (5 p.m. PST)

Finalists Announced – February 6, 2012

Public Voting - February 6, 2012 – February 19, 2012

Winner Notified – March 2012

Winner Announced to Public – March 2012

Grand Prize Winner Ad to Air – Spring 2012

#### **6. Conditions of Entry**

As conditions of entry into this contest, and by entering a submission, the entrant warrants and represents that the submission (a) is original and has been legally created; (b) does not infringe upon the intellectual property, privacy or publicity rights or any other legal rights of any third party; (c) has not been entered in or won any previous contests or awards; and (d) has not been published or distributed previously in any media. Entrant represents that he/she owns all rights to his/her submission, including, without limitation, the copyrights in the recording and the performance contained therein and has no obligation to any agent, manager or any other entity, financial or otherwise. Entrant further represents and warrants that the entrant has obtained permission from each participant whose name, image, or voice ("likeness") is included in the submission, and that such person(s) have granted entrant all necessary rights to use the person's likeness as described in these rules. Entrant must submit separate signed Talent and Production Release Forms for each such permission. If the Likeness of a minor is included, the minor's parent or legal guardian must authorize the use of the minor's likeness on behalf of the minor by completing a Talent Release Form. By entering a submission, entrant irrevocably grants the California Department of Public Health and its affiliates, legal representatives, assigns, agents, and licensees, the unconditional and perpetual right and permission to share, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the entrant's submission, including, but not limited to, the recording and the performances contained therein (in each case, as submitted or as edited/modified in any way by the California Department of Public Health, at its sole discretion), as well as to use entrant's likeness in any and all media without limitation as to time or territory, and without additional compensation or approval from the entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the use of the submission by the California Department of Public Health, and agrees not to sue or assert any claim against the California Department of Public Health for the use of the submission or entrant's likeness or participant's likeness. Entrant agrees to indemnify, defend with counsel reasonably approved by the California Department of Public Health, and hold the California

Department of Public Health, its agencies and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnities"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees and costs of suit, including, but not limited to, experts costs through appeal) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnities due to or arising out of the entrant's submission, or the entrant's conduct in creating a submission or otherwise in connection with this contest, including, but not limited to, claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to release the California Department of Public Health from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of the California Department of Public Health infringes entrant's rights with regard to any elements, characters or ideas contained in any submission.

## **7. General Conditions**

All Finalists and the Grand Prize Winner are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and Requirements, and completion of all required documents. In the event of non-compliance with these Official Rules and Requirements, an alternative winner may be selected. Entrants agree that the California Department of Public Health has the sole right to decide all matters and disputes arising from this contest and that all decisions of the California Department of Public Health are final and binding. The California Department of Public Health may, at its sole discretion, waive any immaterial deviation or defect in an entry. However, the waiver of an immaterial deviation or defect in an entry will in no way modify the document or excuse the entrant from full compliance with the rules and regulations. Airing of the Grand Prize commercial is subject to the California Department of Public Health's right to edit the commercial, to comply with network guidelines or for any other reason at the sole discretion of the California Department of Public Health. Notification of Finalists or Winner status must be kept confidential until their Submissions are publicly revealed by the California Department of Public Health. The return of any prize notification as undeliverable will result in a disqualification and an alternate winner may be selected. The Grand Prize Winner may also be required to sign additional documents, as deemed necessary by the California Department of Public Health at its sole discretion, prior to airing on TV. All expenses incurred due to the creation of the submission will be the sole responsibility of the entrants. No substitution of prize is offered, except at the sole discretion of the California Department of Public Health. The Grand Prize is non-transferable. If for any reason the contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, the California Department of Public Health reserves the right, at its sole discretion to cancel, modify or terminate the contest. The California Department of Public Health reserves the right to require

the Grand Prize Winner to submit to a confidential background check to confirm eligibility as a condition of awarding the prize to help ensure that the use of any such person in advertising or publicity for the contest will not bring contest parties into public disrepute, contempt, scandal, ridicule or reflect unfavorably on the contest as determined by the California Department of Public Health at its sole discretion.