

YouTube NextUp 2019 Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID ONLY FOR YOUTUBE CREATORS RESIDING IN THE PHILIPPINES. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The YouTube NextUp 2019 Contest (the “Contest”) is a skill-based contest where entrants who meet all eligibility requirements may submit an entry form, a link to his/her YouTube channel (“Channel”) and answers to three (3) required essay questions (“Essays”, together with the Channel and entry form, the “Entry”). In order to enter the Contest, you must agree to these Official Rules (“Rules”). Each Entry submitted to the Contest will be evaluated and winners will be chosen in accordance with these Rules. See below for complete details.

1. BINDING AGREEMENT: To enter the Contest, you (“You” or “Entrant”) must agree to these Rules. You agree that submission of, and/or maintaining, Your Entry signifies Your agreement to these Rules. You may not submit and/or maintain an Entry to the Contest, and You are not eligible to receive any prize described in these Rules, unless You agree to and comply with these Rules. These Rules form a binding legal agreement between You and the Sponsor (defined below) with respect to the Contest.

2. SPONSOR: The Contest is sponsored by YouTube, LLC, 901 Cherry Avenue, San Bruno, CA 94066 (“YouTube” or “Sponsor”).

3. CONTEST PERIOD: The Contest begins when Entries are accepted beginning at 12:00 pm (PHT) on June 18, 2019 until 11:59 pm (PHT) on July 9, 2019 (“Contest Period”). *ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.*

4. ELIGIBILITY: You must, at the time of Your Entry submission and maintain throughout the Contest Period: (1) be an individual legal resident of the Philippines; (2) be over the age of majority in your jurisdiction of residence; (3) apply as an individual, not as part of a group (except as part of a “Team” as permitted below); (4) be a content creator who uploads videos to Your own Channel, which Channel has monetization enabled as well as between 10,000 and 100,000 subscribers as of the date of Your entry; (5) not be a person or entity under U.S. export controls or sanctions or prohibited from entering under any other applicable laws; (6) have access to a webcam; (7) be available to participate in all Program Components (see “Prize” section below for details) if You are chosen as a Confirmed Winner (as defined below in section 6); (8) have a YouTube account in good standing, including, but not limited to, being in full compliance with the Terms of Use (“TOU”) with no copyright strikes against Your account, and (9) have uploaded at least three (3) videos to Your Channel in the 90 days immediately preceding the date of Your Entry (the “Evaluation Videos”). The Contest is void where prohibited by law, including countries/regions subject to U.S. sanctions.

TEAMS: a team of individuals ("Team") may enter. A Team is defined as individuals working together under a single Channel that otherwise meet the eligibility requirements as stated above. Organizations and companies are not eligible to register or participate. Each Team member must be an active participant in the development and production of the same Channel submitted to the Contest. Sponsor reserves the right to require proof that each Team member is an active contributor to the Channel. The Team will be required to identify one (1) individual Team member to represent the Team on all aspects related to the Contest. For the purpose of these Rules, all references will be made to the individual Team member registering and submitting the Entry on behalf of the Team, unless otherwise noted.

YouTube employees, officers, directors, interns, contractors, representatives, agents and official office-holders of YouTube, and their respective parent companies, subsidiaries, affiliates, and advertising and promotion agencies (collectively, the "Sponsor Entities"), and their immediate families (parents, siblings, children, spouses, and life partners of each, and their respective spouses and life partners, regardless of where they live) and members of the households (whether related or not) of Sponsor Entities are ineligible to participate in this Contest.

The Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, You must meet all eligibility requirements and visit <http://www.youtube.com/nextup.html> ("Contest Site") during the Contest Period and follow the directions provided there to complete and submit your Entry. You are required to submit Your YouTube Channel URL and complete three (3) short essays: (1) why You entered the Contest and what makes your Channel stand out, (2) how You plan to take your Channel to the next level over the next year (3) how do you plan on improving your channel (e.g. production skills, content strategy, business development)?. Each of Your Essays must be in English and be no more than two hundred (200) words in length. If an Essay is longer than 200 words, only the first 200 words will be considered.

Entries are accepted at any time during the Contest Period; Your Entry must be received by 11:59 pm (PHT) on July 9, 2019. Entries are void if they are, in whole or in part, late, illegible, incomplete, altered, counterfeit, infringing of third party rights (including copyright), damaged, obtained through fraud, submitted through use of any automated means such as script, macro, bot, submitted by fraudulent means or by any means that subvert the submission process, in Sponsor's sole discretion.

Limit one (1) Entry per person regardless of the number of email addresses and/or Channels You own and/or operate. Entry submitted by any person or email address in excess of the stated limitation for any Channel will be void. If You own and/or represent multiple Channels, You may only submit an Entry in connection with one (1) of those Channels. All Entries will be deemed made by the authorized account

holder of the email address submitted at the time of entry, who must comply with these Rules, and, if applicable, the potential Contest winner may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email address(es) for the domain.

6. SCORING: At the end of the Contest Period, each Entry will be evaluated based on its YouTube Channel metrics (as determined by Sponsor) in the 90 days period of time prior to submission. The entries with the highest scoring metrics will be identified as "Finalists" and move forward to the Judging Round as set forth in Section 7.

7. JUDGING ROUND: Upon completion of the Scoring phase as set forth in Section 6, Sponsor will evaluate each Finalist and his/her Entry. If you are a Finalist, Your Entry, including Your Essays and the Evaluation Videos, will be evaluated based on the following judging criteria, weighted equally: originality, creativity, innovative content, opportunity for continued development in technical/production skills, the ability to convey a message/story to Your audience, and standout quality, as evidenced by Your Entry (collectively, the "Judging Criteria"). For the avoidance of doubt, the Evaluation Videos must comply with the YouTube Terms of Use located at www.youtube.com/t/terms and the YouTube Community Guidelines located at www.youtube.com/yt/policyandsafety/communityguidelines.html.

Using the Judging Criteria, Sponsor will select twelve (12) Finalists as confirmed winners who will be eligible to receive the Prize (defined in "Prizes" section below) (collectively, the "Confirmed Winners"). To be a Confirmed Winner, Sponsor will notify each potential contest winner by phone or by the e-mail address given on the Entry (each a "Potential Winner") on or after July 29, 2019. Each Potential Winner will be required to (a) respond to Sponsor's notification, (b) sign and return a Statement of Eligibility and Release (except where prohibited by law) and (c) provide any additional information and documentation that may be required by Sponsor or its agents or representatives, within three (3) business days from the notification attempt. If a Potential Winner does not respond or provide required information and documentation within such time period or is not in compliance with these Rules, then such Potential Winner will be deemed to have forfeited the Prize and be disqualified, and an alternate Potential Winner may be selected from among all remaining eligible Entrants based on the selection criteria described herein. Notification by telephone will be deemed given when the Potential Winner engages in a live conversation with Sponsor (or its agents or representatives) or when a message is left on the Potential Winner's voicemail service or answering machine, whichever occurs first. Notification by e-mail will be deemed given one hour after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

Sponsor reserves the right to disqualify any Potential Winner or Confirmed Winner based on the results of a background check, including, without limitation, based on driver history or record, any drug or alcohol dependency or treatment, or criminal arrests or convictions, whether settled or still pending. In such instance, an alternate Potential Winner may be chosen to replace the disqualified Entrant. Sponsor's determinations relating to judging (inclusive of the Judging Criteria) are final and binding.

8. PRIZES: Subject to the terms of this section, the Program Components, a Grant (each as described below), and if applicable, transportation and hotel are collectively referred to as the "Prize"):

- (a) **PROGRAM COMPONENTS:** By accepting the Prize, each Confirmed Winner agrees to participate in, and comply with, **ALL** of the following program components (collectively, the "Program Components") (if the Confirmed Winner is a Team, only two (2) team members may participate in the program, each of whom must be active contributing members of the Team):
- Attend one (1) five-day NextUp Creator Camp in Manila (a "Creator Camp") in September 2019.
 - Attend scheduled live video chats with Sponsor as required by Sponsor to discuss any applicable Program elements (each a "Video Chat"). Details/timing to be communicated to Confirmed Winners via e-mail. Failure to participate in all Video Chats may result in disqualification, at Sponsor's sole discretion.
 - Timely complete and upload all video assignments (each a "Video Assignment") by the deadlines specified by Sponsor. Video Assignments must comply with all format and size requirements as well as the Video Assignment Guidelines as provided to Confirmed Winners.
 - Timely provide all required documents and additional information as may be reasonably requested by YouTube or its designees including, but not limited to, signing a release statement that confirms ownership of all intellectual property rights in all content on Confirmed Winner's Channel and the Video Assignments, and signing an agreement to visit Manila.

Failure to comply with the above conditions (including failure to attend, submit and complete the Creator Camp, any Video Chats or Video Assignments) may result in disqualification to receive the Prize, including inability to continue participating in the Program Components and not receiving the Grant, at Sponsor's sole discretion.

- (b) **GRANT:** A Confirmed Winner will receive a grant (the "Grant") if and only if all Program Components requirements set forth in section (a) above are timely completed and fully complied with to Sponsor's satisfaction. The grant consists of the following:

- One (1) production kit with a retail value of one thousand dollars (US \$2,000) which will be provided on or before the end of all Program Components. Note: Only one Grant will be provided per Team.

(c) **TRANSPORTATION AND HOTEL:** Only for each “out-of-town” Confirmed Winner, Sponsor will pay one (1) round-trip economy-class plane ticket up to US\$800 in value to and from Creator’s place of residence and designated YouTube Creator Camp location, including the price of 1 checked bag, except for Teams of two (2) individuals, which will receive two (2) such tickets. Each “out-of-town” Confirmed Winner can decline to receive the round-trip plane ticket but if declined, Sponsor will not offer any substitute or alternate compensation. Additionally, each “out-of-town” Confirmed Winner will receive up to six (6) nights in a shared hotel room with another “out-of-town” Confirmed Winner (same gender only) throughout the duration of the five (5) day Creator Camp. “Out-of-town” is defined as a Confirmed Winner who lives more than a 50 mile-radius or if commute time (via car or mass transportation) exceeds 1 hour from the location of the Sponsor assigned YouTube Space facility of the Creator Camp. The Confirmed Winner must provide Sponsor proof of address dated within 30 days of acceptance of the Prize to confirm eligibility for transportation and hotel.

NextUp 2019 Graduation Camp Invitation: At the discretion and decision of the Sponsor, one (1) Confirmed Winner (or, for Teams, two (2) team members from a Channel) may receive an invitation to participate in a NextUp 2019 graduation camp. Selected Channel invitation recipient(s) will be determined by Sponsor based on Creators’ enthusiasm during the Creator Camp and the skills applied to their Channel post camp. Tentative schedule: Fall to Winter 2020. Hosted at a YouTube Space (location to be determined). Details to be provided to selected Confirmed Winner at the conclusion of all NextUp 2019 Creator Camps.

Sponsor reserves the right to disqualify any Confirmed Winner from participating in any Program Components and/or from receiving the Grant at any time, for any reason. If a Confirmed Winner is disqualified during any Program Components, remaining portions of the Prize will not be provided and Sponsor will not be obligated to provide any substitute item or alternate compensation. Sponsor reserves the right to substitute the Grant (or portion thereof) with an item of comparable or greater value. Grant cannot be substituted, transferred to anyone or redeemed for cash. All Prize details are at Sponsor’s sole discretion. By accepting the Prize, Confirmed Winners agree that, to the maximum extent permitted by law, but with the exception of death or personal injury caused by fault or negligence or intention of the Sponsor or of any claim, action, liability, loss, injury or damage caused by any negligent breach of these Rules, Sponsor shall not be liable for damages, expenses or costs or losses of any kind resulting from the acceptance of, use of or inability to use the Prize or parts thereof including, without limitation, claims, suits, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, warranty or other theory. The Prize (or any portion thereof) is provided “as is” with no warranty or guarantee, either express or implied, by Sponsor.

9. TAXES (IF APPLICABLE): CONFIRMED WINNERS ARE RESPONSIBLE FOR ALL TAX REPORTING AND DOCUMENTATION. Winner may be required to complete and provide a W9 to Sponsor and may be issued a 1099 for the value of the prize. Each Confirmed Winner is responsible for ensuring that s/he complies with all applicable tax laws and filing requirements. YouTube, its parent, affiliates, agents and partner companies will not be responsible for any tax deductions that may be necessary.

10. GENERAL CONDITIONS: All federal, state, provincial/territorial and local laws and regulations including U.S. sanctions apply. Sponsor reserves the right to disqualify any Entrant from the Contest if, in Sponsor's or its designee's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair practices or annoys, abuses, threatens or harasses any other entrants, viewers, or YouTube (or its parent or affiliates).

11. INTELLECTUAL PROPERTY RIGHTS: As between Sponsor and You, You retain ownership of all intellectual and industrial property rights (including moral rights) in and to the information, Essays and the Evaluation Videos reviewed in connection with Your Entry. As a condition of receiving the Prize, each Confirmed Winner grants YouTube, its parent, affiliates, agents, and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, translate, dub, broadcast, exploit, reproduce, adapt, modify, rearrange, add to, delete from, copy, publish, distribute, publicly perform, create a derivative work from and publicly display, in whole or in part, Your Essays, Video Assignments, and any other materials or other recordings that may be made of or by You during any Program Components (including accompanying materials and features, any names, locations, performances and likeness therein) in any and all media, including but not limited to digital and electronic media, computer, audio, and audio visual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, advertising, promotional, commercial or any other purposes, without further review, notice, approval, consideration or compensation to any Confirmed Winner or any third party in connection with advertising and promotion, including, but not limited to, the right to make screenshots, excerpts, animations, video clips and compilations available for promotional purposes. Each Confirmed Winner agrees to, where legally possible, not assert "moral rights" or "droit moral" in the video content, Video Assignments, Essays or other materials or other recordings created during any Program Components (including accompanying materials and features, any names, locations, performances and likeness therein).

The foregoing license is being granted for the purposes stated above, including, without limitation, for the purposes of allowing Sponsor to evaluate Entries. In addition to the foregoing, You agree that, if selected as a Confirmed Winner, You will work with YouTube in good faith to make available portions of some or all of the Evaluation Videos for YouTube's perpetual, worldwide, royalty-free use in all media now known or hereafter devised, for non-commercial purposes promoting the Contest and future iterations thereof (collectively, the "Evaluation Video Excerpts").

12. PRIVACY: You agree that personal data including, but not limited to, name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Contest. This data may also be used by Sponsor to verify Your identity, postal address and telephone number in the event You qualify for any applicable Prize as well as to deliver the applicable Prize. By providing any data in connection with the Contest, you hereby expressly consent to such transfers of your data to the United States or other countries. You have the right to review, rectify or cancel any personal data held by YouTube or its representatives that You provided in Your Entry by writing to YouTube (Attention: NextUp 2019 Privacy) at 901 Cherry Avenue, San Bruno, CA 94066 USA. Otherwise, all personal information collected from Your Entry is subject to YouTube's Privacy Policy, located at <http://www.youtube.com/t/privacy>.

13. PUBLICITY: By accepting the Prize, each Confirmed Winner agrees that Sponsor, its parent, affiliates, agents and partner companies may use (in whole or in part), the Essays, Video Assignments, Evaluation Video Excerpts (to the extent applicable) and any other materials or other recordings that may be made during any Program Components (including accompanying materials and features, any names, locations, performances and likeness therein) for advertising and promotional purposes without additional compensation, unless prohibited by law or circumscribed by separate agreement between a Confirmed Winner and Sponsor. Each Confirmed Winner agrees to have his/her name and image disclosed in the hard and digital ads, promotional supports and website of Sponsor, for marketing purposes, without any additional remuneration, for the entire world and for the duration of five (5) years as from entrance in the Contest.

14. WARRANTY AND INDEMNITY: You warrant that Your Entry and the Evaluation Videos are Your own original work and, as such, You are the sole and exclusive owner and rights holder of the submitted Entry and Evaluation Videos and that You have the right to submit the Entry and Evaluation Videos in the Contest and grant all required licenses. You agree not to submit any Entry nor permit any Evaluation Videos to be displayed on your Channel) that (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including, without limitation, copyright, trademark, patent, trade secret, privacy, publicity or breaches confidentiality obligations; or (b) otherwise violates any applicable local, state, provincial/territorial or federal law, or breaches these Rules. You agree to indemnify, defend and hold harmless, YouTube, its parent, affiliates, agents and partner companies for any third party claims arising out of (i) Your breach of these Rules and (ii) YouTube's, its parent's, affiliates', agents' and partner companies' use and/or review of Your Entry, Evaluation Videos, Video Assignment and Evaluation Video Excerpts (if applicable), including, without limitation, any claims alleging that their use of Your Entry, Evaluation Videos, Video Assignments or Evaluation Video Excerpts (as applicable) violates the intellectual property rights, including, without limitation, the copyrights or publicity rights, of any such third party.

15. ELIMINATION: Any false information provided within the context of the Contest by You (or on your behalf by Your representatives or agents) concerning identity, mailing address, telephone number, email address, Channel, ownership of rights or compliance with these Rules or the like may result in the immediate elimination from the Contest as well as disqualification from receiving any Prize (in whole or in part) if You are a Confirmed Winner.

16. INTERNET: YouTube is not responsible for any malfunction, in whole or in part, of the Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed, or malfunction of Ads or votes or other related materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions and/or takedowns or removals by other parties which may limit an Entrant's ability to participate in the Contest.

17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If the Contest is not capable of running as planned for any reason, including, but not limited to, 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, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site or page, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT OR OTHER LEGAL RELATIONSHIP: You (and Your affiliates) acknowledge and agree that under no circumstances will entering the Contest, the awarding/receiving of any component of the Prize (including participating in the Creator Camp) if You are a Confirmed Winner, or anything in these Rules can be construed as an offer or contract of employment or other legal relationship with YouTube, its parent, affiliates, agents and partner companies. You (and Your affiliates) also acknowledge and agree that You are submitting Your Entry voluntarily and not in confidence or in trust, and that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between You (or any of Your affiliates) and YouTube, its parent, affiliates, agents, and partner companies and that no such relationship is established by Your Entry under these Rules or any other acts or omissions in connection with the Contest or any component of the Prize (if applicable).

19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: To the fullest extent permitted by law, these Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all participants expressly waive any and all such rights.

20. ARBITRATION: By entering the Contest, You agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between an Entrant and Sponsor of whatsoever kind or nature arising out of these Rules shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.