



Hero Chronicles Contest Platform Terms and Conditions of Use (6/3/2010)

1. Entrants agree that all video entries will comply with all applicable federal, state and local laws, rules and regulations in the jurisdiction(s) in which the Contest is offered or promoted and that the video will not infringe upon or encourage the infringement of any third party rights or the participation in any unlawful activity, including without limitation gaming or gambling.
2. Entry in the Contest is open only to persons who are able to lawfully enter into contractual relations in the applicable jurisdiction(s) in which the Contest is conducted.
3. Entrants must adhere to the "Official Rules" (the "**Official Rules**") which must be posted on the Contest entry page at www.ozoneheroes.com. The Official Rules for the Contest : (i) require that Entrants agree and comply with the YouTube and Vimeo Terms of Use; and, (ii) all disclosures required pursuant to all applicable federal, state and local laws, rules and regulations in all jurisdictions in which the Contest is offered or promoted.
4. Notwithstanding our approval or assistance in connection with your entry, you remain solely responsible for the entry. Any review of the submitted video by us does not constitute an approval or opinion as to the legal appropriateness, accuracy, or adequacy of those rules or their manner of use, nor a waiver of our indemnity rights under these Terms.
5. The Official Rules are in accordance with the Website Terms of Use. The Contest will be conducted, and all prizes awarded, in accordance with the Official Rules.
6. No payment or purchase or consideration of any kind is required to participate in the Contest.
7. Users submit their videos to the Contest at www.ozoneheroes.com which is solely responsible for approving any videos for entry into the Contest and for the display of video entries on any YouTube or Vimeo hosted Contest page. Entrant shall be solely responsible for the videos entered into the Contest and for any liability resulting from the posting or publication of the Entries and other materials in connection with the Contest.
8. Any Entry or Entrant who has or is suspected of violating the Official Rules of the Contest or whose Entry infringes or potentially infringes upon the intellectual property rights or other rights of any person or entity or otherwise violates the Website Terms of Use will be immediately removed from consideration for the contest. You acknowledge and agree that www.ozoneheroes.com (aka City of Austin, Capital Area Metropolitan Planning Organization) may, but is not required to, terminate any video account, including that of an Entrant, at any time and may remove any video posted to the Website, including an Entry that violates the Official Rules or Terms and Conditions of the Contest. You acknowledge and agree that www.ozoneheroes.com is not liable to you for termination of any account, the removal or reposting of any video or its failure to terminate an account or remove or report a video.

9. You agree to defend, indemnify and hold harmless [www.ozoneheroes](http://www.ozoneheroes.com), affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from the conduct or administration of the Contest.

10. The YouTube icon is posted on [www.ozoneheroes](http://www.ozoneheroes.com) for channel viewing purposes and YouTube is not a sponsor of the Contest and has no responsibility or liability regarding the conduct or administration of the Contest.

11. The Vimeo icon is posted on [www.ozoneheroes](http://www.ozoneheroes.com) for channel viewing purposes and Vimeo is not a sponsor of the Contest and has no responsibility or liability regarding the conduct or administration of the Contest.

12. You agree that [www.ozoneheroes](http://www.ozoneheroes.com) shall have the right to remove your Contest entry from the Website in the event of any breach or suspected breach by you of any of these Terms and/or the Website Terms of Use, or in the event that [www.ozoneheroes](http://www.ozoneheroes.com) determines in its sole discretion that the Contest entry does not comply with any applicable laws or regulations and/or infringes upon the rights of any third party. Such remedy is without waiver of any other rights or remedies [www.ozoneheroes](http://www.ozoneheroes.com) may have against you on account of such breach. You hereby release [www.ozoneheroes](http://www.ozoneheroes.com) from any liability resulting from such action.

13. You understand that videos entered in the Contest are hosted by [www.ozoneheroes](http://www.ozoneheroes.com) on the Website, and will be available both on any [www.ozoneheroes](http://www.ozoneheroes.com) hosted Contest page and generally on the Website, and will continue to be so available following the completion of your Contest.

14. You agree that [www.ozoneheroes](http://www.ozoneheroes.com) has no responsibility or liability for the deletion or failure to store any entries and other communications maintained or transmitted by [www.ozoneheroes](http://www.ozoneheroes.com).

15. You understand that the technical processing and transmission of services related to the Contest and entries may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Upon the termination of the Contest, [www.ozoneheroes](http://www.ozoneheroes.com) may close access to the Contest, and you may no longer be able to directly retrieve entries.

16. You agree to defend, indemnify and hold harmless [www.ozoneheroes](http://www.ozoneheroes.com), affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the services under the Terms; (ii) your violation of any term of the Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim from any third party relating to or arising from the Contest; or (v) any claim that the Contest violates any law, rule or regulation. This defense and indemnification obligation will survive the Terms and your use of the YouTube Services.

17. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF [www.ozoneheroes](http://www.ozoneheroes.com) TO PARTICIPATE IN THE CONTEST IS AT YOUR SOLE RISK. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, [www.ozoneheroes](http://www.ozoneheroes.com) EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM [www.ozoneheroes](http://www.ozoneheroes.com) OR ITS AFFILIATES OR THROUGH OR FROM ENTRY IN CONTEST SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

18. IN NO EVENT SHALL [www.ozoneheroes](http://www.ozoneheroes.com), AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE

WHATSOEVER, RESULTING FROM ENTRY IN THE CONTEST (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM [www.ozoneheroes](http://www.ozoneheroes.com), (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH ENTITY OR PERSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.