

## AMERICA'S GOT TALENT/YOUTUBE Contest

### Official Rules

**1. PRELIMINARY INFORMATION:** NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A purchase will not improve your chances of winning. The "America's Got Talent/YouTube Contest" ("Contest") is a video submission contest run in conjunction with the *America's Got Talent* ("AGT") TV show. The Contest begins on April 24, 2012 at 12:01am Eastern Time ("ET") and ends on June 1, 2012 at 11:59 pm ET ("Submission Period"). The sponsor and administrator of this Contest is Marathon Productions, Inc. ("Sponsor"), 4000 W. Alameda Avenue, Third Floor, Burbank, CA 91505.

. The Contest will flow as follows:

- **Submission Period:** The Contest will run thirty nine (39) consecutive days from 12:01am ET, April 24, 2012 through and including 11:59pm ET, June 1, 2012.

- **Contest Judging:** Following the Submission Period, the Submissions (as defined below) will be judged according to the criteria in Section 4 of these Official Rules and twenty (20) Finalists (as defined below) will be selected.

- **Finalist Judging/Voting Period:** The twenty (20) Finalists will have their videos posted on the Contest website and will be voted on from June 25, 2012 through and including July 7, 2012, as described in Section 4 of these Official Rules.

- **Winner Notification:** One (1) Winner will be notified on no later than August 4, 2012.

**2. ELIGIBILITY:** Contest is open only to participants to an Act (defined below) who are United States citizen, legal permanent resident of the United States, or possess a current employment authorization card (EAD card). Participants to an "Act" may include: 1) a participant who performs alone; or 2) multiple participants who perform together. Any participant in an Act that is under the age of eighteen (18) as of the start date of the Submission Period must have his or her parent or legal guardian's permission to participate in the Contest in order to be eligible to participate in the Contest.

At least one participant in an Act (or the parent or legal guardian of a participant in the Act that is a minor in his or her state of residence) must have Internet access during the Submission Period and be a registered user of the YouTube Website located at [www.youtube.com](http://www.youtube.com) (including any mirror or derivative sites thereof). To become a registered user of the YouTube Website, individuals must register for an account and agree to the YouTube Website's "Terms of Use" set forth at [www.youtube.com/t/terms](http://www.youtube.com/t/terms). There is no fee or charge to become a registered user of the YouTube Website. The Act's Submission must be entered by a participant of the Act who is a registered user of the YouTube Website, who is at least eighteen (18) years old, and who has the authority to act on behalf of the other participants in the Act. If all the participants in an Act are minors in their state of residence, then the Act's Submission must be entered by a parent or legal guardian of a participant in the Act who has the authority to act on behalf of the other participants in the Act.

Employees, shareholders, officers, directors, agents, and representatives of Sponsor, FremantleMedia North America, Inc., SycoTV, Google Inc. and NBCUniversal Media, LLC, (collectively, "Contest Entities") and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and promotion and advertising agencies, together with the immediate family members (regardless of where they live) and those living in the same household of such persons (whether or not related), are not eligible to participate in the Contest. A participant of an Act will not be selected to participate in AGT if his or her participation would create impropriety or

the appearance of impropriety. Each Act must grant the Contest Entities all the licenses to the Submission that the Contest Entities need to fulfill their respective obligations hereunder, including, without limitation, the licenses the Contest Entities need to use the Submission in connection with the production and broadcast of AGT and related promotional materials. An Act will not be eligible if any participant of that Act is under a current recording agreement or other agreement that would prohibit the participant from participating fully in the Contest, as determined by Sponsor in its sole discretion. The eligibility of a Submission is expressly conditioned upon the ability of the Contest Entities to obtain all the necessary rights to use and fully exploit that Submission in connection with the Contest, the Contest Website (as defined below), and AGT. Contest void where prohibited.

**3. HOW TO ENTER:** Acts have three (3) ways to upload their Submission during the Contest Submission Period:

- a. Acts may visit the Contest Website during the Contest Submission Period by logging on to the contest homepage at [www.youtube.com/americasgottalent](http://www.youtube.com/americasgottalent) or [www.youtube.com/agt](http://www.youtube.com/agt) (individually and together, the “Contest Website”);
- b. Acts may access the submission experience through the official AGT website located at [nbc.com/americasgottalent](http://nbc.com/americasgottalent) or the official AGT Facebook page at <http://www.facebook.com/nbcagt>, and follow prompts to upload a video; OR
- c. Acts may submit their Submission via the iPhone or Android AGT mobile app. The AGT mobile app is available for download for free at app stores for iPhones and Android phones. Data service required and data rates may apply. Check your plan terms for more information.

All submission methods require that at least one (1) member of the Act have a valid YouTube account. Regardless of means of entry, a Submission will not be complete until Act has followed the onscreen prompts to upload and attach the Submission according to the on-screen instructions and accepted the terms and conditions within these Official Rules. The video (“Submission” or “Video”) must showcase the Act doing a performance according to the Video Requirements set forth below. Each Act is limited to five (5) different entries. Acts must provide all information requested to be eligible to win. Entry is not complete until Act has followed the online prompts to upload the digital file containing their Video and affirmatively accepted the Official Rules.

### **Video Requirements**

**The Video must meet the following guidelines:**

- Video must be equal to or no greater than two (2) minutes and must include a recent performance that is no more than ninety (90) seconds. The Act may include a short introduction (no more than thirty (30) seconds) stating the name of the Act, age(s) of members, where the Act is from, and any other information the Act would like to convey. Inclusion of this introduction will not harm or improve your chances of winning.
- Video must include members of the Act ONLY.
- Videos must be recently created (i.e., within one (1) year from the start of the Submission Period).
- If singing or playing an instrument, the Act must perform live on tape and not lip-sync or pretend to play the instrument (i.e., no music videos where singing/playing is not captured with the performance). If you are signing, you may sing a capella or play an accompanying instrument, but may not use a backing or karaoke track.
- Video must meet the technical specifications required by the YouTube Website.

**The Video must meet the following content restrictions:**

- Video must comply with the Contest Website’s “YouTube Community Guidelines” set forth at [http://www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines).
- Video must NOT contain material which is sexually explicit, obscene, pornographic, violent, (e.g., relating to murder, the sale of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing, each as determined by Sponsor in its sole discretion.

We encourage all types of Submissions that meet the Video Requirements, but please be aware that a Submission that includes third party content, such as third party (i.e., not something original to you) music, third party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture, may not be able to win in the event the Content Entities are unable or unwilling to clear that content.

Acts who submit Videos that violate any of the above requirements may be deemed ineligible to receive the prize and their Submission may be void at the Sponsor's sole discretion. Sponsor may deem any Submission ineligible to receive a prize if that Submission incorporates third party material such as music, trademarks, and logos for which the Contest Entities are unable or unwilling to obtain the necessary rights to use in connection with the Contest. Sponsor may notify an Act if that Act's Submission was deemed ineligible due to the inclusion of third party material and ask for a revised Submission in its sole discretion. Sponsor reserves the right to edit the Videos to comply with the Video requirements, including replacing any music. Sponsor reserves the right to disqualify in their sole and absolute discretion any Videos deemed inappropriate or that do not comply with the YouTube Website's Terms of Service or the YouTube Community Guidelines. Sponsor reserves the right to allow for minor fluctuations between the Act's timing device and the actual runtime of the Submission on the Contest Website, based on clear intent to comply with the Official Rules, as determined by the Sponsor in its sole discretion. Sponsor reserves the right to determine in its sole discretion which entries have satisfied the entry requirements. ELIGIBLE ACTS MUST SUBMIT IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.

PLEASE NOTE THAT YOUR ENTRIES WILL NOT NECESSARILY APPEAR ON THE YOUTUBE WEBSITE. THE CONTEST ENTITIES RESERVE THE RIGHT TO DISPLAY OR NOT DISPLAY THE SUBMISSIONS IN THEIR SOLE DISCRETION.

**4. CONTEST JUDGING:** Submissions will be judged on a rolling basis by a panel of judges selected by Sponsor ("Judging Panel"). All decisions of the Sponsor and the Judging Panel are final on all aspects of the Contest. Submissions will be scored on a one hundred percent (100%) scale based on the following three (3) criteria:

1. Entertainment Value & Appeal: forty percent (40%)
2. Creativity: thirty percent (30%)
3. Ability: thirty percent (30%)

Judging Panel will select the twenty (20) Acts with the highest scoring Submissions as the twenty (20) finalists ("Finalists") subject to verification of eligibility. The Submissions of the Finalists will be uploaded on the Contest Website where users of the Contest Website will have the opportunity to critically evaluate the Submissions according to the criteria set forth above and vote a maximum of once per Video per day during the voting period. The Act whose Submission garners the most positive votes within the designated voting period will be the "Winner", subject to Section 6 of the Official Rules. The Sponsor reserves the right to pick fewer than twenty (20) Finalists or no Finalists, or to extend the Submission Period if in its sole discretion, if it does not receive a sufficient number of eligible and qualified entries. If there is a tie in number of votes, then Judging Panel shall decide the Winner based on the scoring criteria.

**5. SUBMISSION PERIOD AND NOTIFICATION:** Acts must submit Videos during the Submission Period. Submission Period will run and Finalists/Winner will be determined on or about the dates outlined above from all eligible entries received during the Submission Period.

The Sponsor reserves the right to contact the Finalists on or about the stated notification date. Finalists will be notified via the YouTube message system and will receive a message in their YouTube account inbox at anytime

throughout the Submission Period and/or Voting Period and must respond within three (3) days of notification. Upon notification, Finalists must respond by telephone to the contact number provided in the notification. Messages may not be left. Sponsor reserves the right to disqualify anyone not fully complying with the Official Rules or meeting the participation criteria. Finalists will be required to respond as directed by the Sponsor to the notification. The failure to respond to the notification as determined by Sponsor in its sole discretion may result in forfeiture and Sponsor may declare an alternate Finalist, based on judging results. Each Finalist (or such Finalist's parent or legal guardian, if he/she is a minor) will be required to verify address and to return within five (5) days all necessary paperwork, including but not limited to, a participant agreement and release, a background questionnaire, proof of identity, the AGT rules, and a prize affidavit, covering eligibility, participation in AGT, release of liability, advertising, rights to name and likeness, and rights to submitted materials. If Finalist is a minor in his/her jurisdiction, additional paperwork may be required. The Winner will not be officially declared until all forms are signed and returned.

**6. MATERIALS/RIGHTS IN SUBMISSIONS:** In consideration of a Submission being reviewed and evaluated for this Contest, each member of each Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence on behalf of such minor member) hereby grants to the Contest Entities the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such Submission, or any portion thereof, including to the extent applicable (a) any information, biographical data, and material (e.g., the "creative" file or Submission) submitted by Act in connection with the Contest; and (b) all graphics, statements, and quotations of, by, or furnished by any member of the Act as part of this Contest (the "Material"), in any media now known or hereafter devised including, but not limited to all forms of television media, electronic media, and all forms of internet and wireless protocol. Each Act shall retain ownership in the Submission in accordance with the YouTube Terms Of Service. Each member of each Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence on behalf of such minor member) understands and agrees that his or her name and/or YouTube user name and other Material may be posted on the Contest Website and the YouTube Website in connection with the Contest. Each Act agrees that he or she will not post the Submission on any other website until after the Contest has ended. Acts agree that the Contest Entities have no obligation to post its Submission or any Material on the Contest Website or the YouTube Website. Each member of each Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence on behalf of such minor member) authorizes the Contest Entities to utilize, for eternity and in any manner they see fit, the Submission provided to Contest Entities, and to make derivative works from such materials in connection with the Contest (i.e., without limitation, to create promotional materials). Each member of each Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence) releases the Contest Entities, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each member of each Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence on behalf of such minor member) agrees and acknowledges that participation in the Contest, including, without limitation, the Act's decision to provide the Submission to Contest Entities for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Contest Entities and the Act, does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Act's Submission, and that the only contracts, express or implied, between the Contest Entities and the Act is as set forth in these Official Rules and any release forms or other similar documents provided by Sponsor. Each member of the Act acknowledges and agrees that the Contest Entities are in the business of developing, producing and distributing entertainment content, and that submissions from one source may be identical to, or have striking similarities with, projects that the Contest Entities developed independently or acquired from another source. As such, each member of the Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence on behalf of such minor member) hereby releases the Contest Entities from, and hereby assumes the risk of, any and all claims, demands, and

liabilities, of every kind whatsoever, known or unknown, that may arise in relation to submission of the Material to the Contest Entities or by reason of any claim now or hereafter made by the Act and/or any member of the Act that the Contest Entities has used or appropriated the Materials or any elements of the Materials. In addition, by participating in the Contest and providing a Submission, each member of each Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence on behalf of such minor member) hereby grants permission (except where prohibited by law) for the Contest Entities to use participant's Submission, name, YouTube user name if any, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further compensation or consideration in any and all media now known or hereafter developed throughout the universe and upon request, to the giving of consent (by a parent or legal guardian if necessary), in writing, to all such uses. Except as required by law or permitted pursuant to these Contest Official Rules, the Contest Entities will not share an Act's information with any third parties.

**7. GRAND PRIZE:** The Winner will receive: one (1) opportunity to perform in front of the AGT judges (the "Performance") in a quarter-final round of AGT currently scheduled to be initially broadcast on the NBC Network ("Grand Prize"). In connection with the Grand Prize, Sponsor may, in its sole discretion, provide travel to, and hotel accommodations in Newark, New Jersey area. Estimated retail value will vary based on several factors including the number of participants in Act, the distance of an Act's hometown from Newark, New Jersey area, fluctuations in flight and hotel costs.

ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winner cannot assign or transfer the Grand Prize to another person or Act, except at the sole discretion of Sponsor. Sponsor and Contest Entities shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Grand Prize due to reasons beyond the control of the Sponsor and Contest Entities, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of taping of AGT are subject to change.

Appearance on AGT has no cash equivalent value. AGT is subject to cancellation and scheduling delays. If AGT is not in production or is cancelled for any reason, no additional compensation or substitute for the Grand Prize will be awarded. Other restrictions may apply. The Grand Prize is awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation.

If Winner fails to appear in a timely manner for the Performance, as determined by Sponsor in its sole discretion, the Performance may be cancelled and the Grand Prize may be forfeited. No person other than Winner and persons deemed necessary by Sponsor may be present at the Performance. The nature of the Performance will be determined by the Sponsor in its sole discretion.

Contest Entities, in their sole discretion, may choose to record the Performance. If Contest Entities, in their sole discretion, elect to incorporate the audio and video recording of the Performance (the "Recording") into AGT or other television shows, the taping and/or the Recording will not be considered an employment opportunity, and Winner will not be entitled to compensation or credit therefor. Contest Entities will determine the nature of the Recording in their sole discretion. If the Recording is broadcast, such broadcast will be at a time, for a length of time, and on a date determined by Contest Entities in their sole discretion. Winner (or the parent or legal guardian of a Winner who is a minor in his or her state of residence on behalf of such Winner) will be required to return completed and signed participant agreements and releases, background questionnaires, proof of identity, the AGT rules, and prize affidavits and such other documents as may be required by Contest Entities prior to such Winner's participation in the taping, if any. Failure of any Winner (or such Winner's parent or legal guardian as applicable) to complete and execute these documents in a timely manner, as determined by Contest Entities in their sole discretion,

may cause the Grand Prize to be forfeited. The content of the Recording as, and if, finally exhibited and the number of exhibits and re-airs thereof, if any, will be determined by Contest Entities in their sole discretion. Winner will have no right of review, notice, or approval of the content of the Recording or any exhibition or exploitation thereof. Contest Entities have the right, in their sole discretion, to disqualify any Winner, cause the Grand Prize to be forfeited, and remove such Winner from the taping at any time, if the Winner's behavior is deemed by Contest Entities to be disruptive or if it may or does cause damage to person, property, or reputation of any Contest Entity or if it otherwise violates the policies of a Contest Entity or if Winner does not follow the directions of Contest Entities at all times. These Official Rules and the Contest itself are neither a contract nor an application for employment.

**8. GRAND PRIZE WINNER NOTIFICATION:** At least one (1) participant to the Act that is selected as the potential Winner will be contacted via phone, email or overnight mail. Winner may be required to complete additional paperwork, specifically related to the prize, at the sole discretion of the Contest Entities. Contest Entities reserve the right to disqualify anyone not fully complying with the Official Rules. Winner will be required to respond as directed by the Contest Entities to the notification. The failure to respond in the amount of time designated by the Sponsor at the time of notification may result in forfeiture of the prize and, in such case, Contest Entities may select an alternate Winner based on the runner up Finalist who received the next highest number of votes.

**9. WAIVER OF EQUITABLE RELIEF:** Each member of each Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence on behalf of such minor member) acknowledges that, with respect to any claim by Act relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Act will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any other production based on or allegedly based on the Submission, and the Act's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**10. RIGHTS OF CONTEST ENTITIES/ DISCLAIMER OF LIABILITY:** Contest Entities, shall have the right and sole discretion to edit, modify, refuse to air or cease to air any Submission whatsoever which it finds to be in violation of the provisions hereof, does not fully comply with all of the Contest Entities' requirements in connection with any and all legal clearance issues, or which it finds in its sole discretion to be otherwise objectionable for any reason. Contest Entities also reserve the right to replace the winning Submission with the Submission of an alternate eligible Act in accordance with these Official Rules if such Submission and/or Act is withdrawn from or removed from the Contest for any reason, including without limitation, Act's failure to have documents executed as directed within the time period set by the Sponsor in its sole discretion. Contest Entities also reserve the right, in their sole discretion, to adjust times and dates set forth in the Official Rules at any time and/or to terminate the Contest for any reason in the event that there is an error, problem or cause which impacts the operation, administration or security of the Contest or the Contest Entities and, in such situation, to select the Winner from the eligible Submissions received prior to such error, problem or cause based on the judging criteria above or in such other manner as deemed fair and appropriate by Sponsor. The Contest Entities are not responsible for any materials provided by Acts which are deemed harmful or offensive to others or for any harm incurred as a result of the Submission. The Contest Entities are not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided by any representative of the Contest Entities. The Contest Entities make no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in any Submission. All statements made by, and opinions of the Acts are those of such Acts only, and the Contest Entities neither endorse nor shall be held responsible for the reliability or accuracy of same. Contest Entities are not responsible for the content or practices of third party Web sites that may be linked to the Contest Website. The Contest Website may also be linked to websites operated by companies affiliated with Contest Entities. Visitors to

those sites should refer to each such website's separate privacy policies and practices. The Contest Entities are not responsible for any injuries and/or damage that Act and/or any individual members of the Act may suffer or incur in connection with the Grand Prize and/or Performance (including, without limitation, any travel related thereto).

**11. WARRANTY:** It is an express condition of submission and eligibility that each Act (or the parents/legal guardians of any members of such Act who are minors in their state of residence on behalf of such minor members) warrants and represents that such Act's Submission is solely owned by a member of that Act, or the Act is authorized to use the Submission in this manner, and that no other party has any rights or interest in the Submission that would interfere with the use of the Submission as contemplated herein. Each Act (or the parents/legal guardians of any members of such Act who are minors in their state of residence on behalf of such minor members) further represents and warrants that the Submission and any use thereof by the Contest Entities, and each of their respective parent companies, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity, shall not infringe upon any statutory or common law copyright and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

**12. INDEMNITY:** The Contest may also be promoted by a third party or parties (each a "Promotional Partner," collectively "Promotional Partners"). Each member of each Act (or the parent/legal guardian of any member of such Act who is a minor in his/her state of residence on behalf of such minor member) shall indemnify, defend and hold harmless the Contest Entities, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, contractors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising out of or in connection with any third party action arising out of or resulting from (i) Act's participation in the Contest, (ii) a breach or allegation which if true would constitute a breach, of any of Act's representations, warranties or obligations herein, and/or (iii) acceptance, possession, or use/misuse of any grant or prize (or any portion thereof, including any travel related thereto), including without limitation, personal injury, death and property damage arising therefrom.

**13. GENERAL TERMS AND CONDITIONS:** By participating, each Act agrees that the Contest Entities and each of their respective agents, representatives, parent companies, affiliates, subsidiaries and legal advisors, and each of their respective employees, shareholders, officers, and directors are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Contest Entities that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Contest; (vi) acceptance, possession, or use of any grant or prize (or any portion thereof, including any travel related thereto), including without limitation, personal injury, death and property damage arising therefrom; and (vii) claims based on publicity rights, defamation or invasion of privacy. Contest Entities reserve the right, in their sole discretion, to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Contest Entities. In the event of a dispute between the individual who submitted the Submission and members of the Act, the individual(s) who actually and verifiably appear in the Submission shall be deemed the entrants for purposes of this Contest. Contest Entities reserve the right, in their sole discretion, to prohibit any participant from participating in the Contest or to disqualify any individual they find, in their sole determination, to be tampering with the entry process or the operation of the Contest; to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing

practices; to be acting in violation of these Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Contest Entities may suspend or discontinue the Contest if, in their sole opinion, there is any actual or suspected tampering relating to the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest. CONTEST ENTITIES SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST.

**14. DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, or the rights and obligations of Acts and the Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. In the event of a claim or dispute, Acts' sole remedy shall be limited to their remedy at law for damages, if any, and Acts shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of the Contest Website, the Contest, AGT, and/or any intellectual property owned or licensed by the Contest Entities or their respective parent and subsidiary companies and affiliated entities.

**15. PRIVACY POLICY:** Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <http://www.fremantlemedia.com/privacy.aspx> and <http://www.youtube.com/t/privacy>. By entering the Contest, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Contest Entities for the purpose of prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as explicitly described herein.

**16. WINNER/OFFICIAL RULES:** To obtain the name of the Winner list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to "AGT/YouTube Contest" (please indicate Winner Name or Official Rules,) Marathon Productions, Inc. c/o Business and Legal Affairs, 4000 W. Alameda Avenue, Third Floor, Burbank, CA 91505. Requests for the name of the Winner must be received no later October 4, 2012. Vermont residents may omit return postage for Official Rules requests.

**17. SPONSOR:** Marathon Productions, Inc., 4000 W. Alameda Avenue, Third Floor, Burbank, CA 91505. All questions or other communications regarding the Contest must be directed to Marathon Productions, Inc. at this address.

NBCUniversal Media, LLC is not a sponsor of this Contest and is not responsible for administering this Contest or selecting winners.