Hampden District Attorney Anthony D. Gulluni Presents Stop the Swerve: PSA/Billboard Challenge

Impaired Driving Prevention & Education Program



Public Service Announcement (PSA) Guidelines Requirements for Submission

All Entries Must:

- Contain the topic of driving under the influence of alcohol;
- Have a "title slide" in the video that identifies the name of the PSA:
- Be <u>30 seconds</u> in length;
- Contain ONLY ORIGINAL IDEAS and communicate the dangers of driving under the influence of alcohol. Videos should be inclusive in terms of gender and sexual orientation and communicate a message about safety.

**Each student involved in the creation of a PSA and/or billboard must fill out a media release form for both the Hampden District Attorney's Office and WWLP. Forms can be accessed through the following link: http://bit.ly/HampdenDASTS **

Submitted & Eligible PSA video(s) will be:

- Broadcast online and on social media;
- Recognized at the April 7, 2022 event at the Basketball Hall of Fame.

Winning PSA Video(s) Will Be:

- Submitted for broadcast on a local television station;
- Showcased at an event in their community;
- Shown at the April 7, 2022 event at the Basketball Hall of Fame.

PSA Entries CANNOT Contain:

- The topic of texting while driving;
- Copyrighted music (original music accepted), clips from movies, television shows or music videos, profane language, nudity, sex, weapons or depict excessive violence, reference any commercial product or advertiser, have actors wearing clothing with logos or any other commercial reference, depict scenes of substance abuse or sexual activity or should not identify the school district or town through clothing, signage or logos.

DEADLINE FOR ALL SUBMISSIONS: MARCH 28, 2022

Please submit all PSA/billboards and release forms online <u>HERE</u>. Or scan the QR code:

Questions/concerns: Please contact Joan O'Brien Joan.obrien@state.ma.us, 413-505-5671



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Impaired Driving Prevention & Education Program



Billboard Guidelines Requirements for Submission

- All entries must contain the topic of driving under the influence of alcohol;
- All entries must be landscape (horizontal) orientation;
- Any photos or artwork used must be high resolution (1 MB or higher recommended);
- Compatible Software: Adobe Photoshop, Adobe Illustrator, Macromedia FreeHand, Adobe InDesign, & QuarkExpress;
- Must contain ONLY ORIGINAL IDEAS and communicate the dangers of driving under the influence of alcohol.

**Each student involved in the creation of a PSA and/or billboard must fill out a media release form for both the Hampden District Attorney's Office and WWLP. Forms can be accessed through the following link: http://bit.ly/hampdenDASTS **

Submitted & Eligible Billboards Will Be:

• Recognized at the April 7, 2022 event at the Basketball Hall of Fame.

Winning Billboard Will Be:

- Displayed on a billboard in Hampden County;
- Broadcast online and on social media;
- Displayed at the April 7, 2022 event at the Basketball Hall of Fame.

Billboard Entries CANNOT Contain:

- The topic of texting while driving;
- Copyrighted music (original music accepted), clips from movies, television shows or music videos, profane language, nudity, sex, weapons or depict excessive violence, reference any commercial product or advertiser, have actors wearing clothing with logos or any other commercial reference, depict scenes of substance abuse or sexual activity or should not identify the school district or town through clothing, signage or logos.

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Stop the Swerve Video/Billboard Contest Release Form (Minor)

By signing this required release form, I acknowledge that the Hampden District Attorney's Office (HDAO) will become sole owner of all content included in the submission of the video/billboard design including all graphics, video, text, audio, computer and html code, multimedia content, script, and any other written, audible, visual, audiovisual, and all ideas embodied in the foregoing and all other content that is contained in the submission. The HDAO will have exclusive rights to reproduce and distribute the work. I understand the HDAO has the right to alter the final design prior to reproduction according to formatting and printing needs.

I acknowledge that the submission is my own work which has not been given, licensed, assigned or published before. I represent and warrant that the entire content of the submission is an original work and that the use, reproduction, display, and performance of the submission does not and will not violate any law and does not infringe or violate any intellectual property, privacy, publicity, or other right of any third party, and that the content of the submission previously has not been given, licensed, assigned, conveyed, or published.

I agree to give the HDAO the right to use my name, likeness, portrait, recorded voice and any other material in order to promote, publicize and advertise the submission without compensation.

The undersigned has read the foregoing release and waiver of liability and fully understands it. The undersigned represents that he or she is the custodial parent or legal guardian of the minor child named below. The undersigned consents to the terms and conditions as stated in the release and waiver on behalf of his or her minor child. The undersigned hereby acknowledges that he or she has the legal authority to grant such consent.

Print Name of Minor (Under 18) Child:		
Signature of Parent or Legal Guardian:		
Print Name of Parent or Legal Guardian:		
Address:		
Phone:		_
Name of School:		
Date:		
Signature:	Date:	
Signature of quardian:	Date:	



Hampden District Attorney Stop the Swerve Video/Billboard Contest Release Form (Adult)

By signing this required release form, I acknowledge that the Hampden District Attorney's Office (HDAO) will become sole owner of all content included in the submission of the video/billboard design including all graphics, video, text, audio, computer and html code, multimedia content, script, and any other written, audible, visual, audiovisual, and all ideas embodied in the foregoing and all other content that is contained in the submission. The HDAO will have exclusive rights to reproduce and distribute the work. I understand the HDAO has the right to alter the final design prior to reproduction according to formatting and printing needs.

I acknowledge that the Submission is my own work which has not been given, licensed, assigned or published before. I represent and warrant that the entire content of the submission is an original work and that the use, reproduction, display, and performance of the submission does not and will not violate any law and does not infringe or violate any intellectual property, privacy, publicity, or other right of any third party, and that the content of the submission previously has not been given, licensed, assigned, conveyed, or published.

I agree to give the HDAO the right to use my name, likeness, portrait, recorded voice and any other material in order to promote, publicize and advertise the submission without compensation.

I have read the foregoing Release before affixing my signature below, and warrant that I fully understand the contents thereof, and I understand that by making this agreement I freely and voluntarily surrender valuable rights.

Print Name:	 	
Signature:		
Address:		
Phone:		
Name of School:		
Date:		

GENERAL APPEARANCE RELEASE FORM

THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES PLEASE READ IT CAREFULLY BEFORE SIGNING

Stop the Swerve PSA Appearance (the "Program")

Date:

In full and complete consideration of appearing on and/or participating in the Program, I hereby agree as follows:				
1. I hereby grant to Nexstar Broadcasting, Inc. ("Nexstar"), the licensee of television station WWLP, Springfield/Holyoke, MA (together with Nexstar, the "Station"), and their successors, licensees and assigns, for good and valuable consideration, receipt and sufficiency of which I hereby acknowledge, the irrevocable, exclusive right, but not the obligation, with or without my knowledge, in perpetuity and throughout the universe, to film, tape, photograph, record, exhibit, display, edit, distribute, sell, own, utilize, alter and otherwise use my appearance, name, likeness, voice, singing voice, conversations, sounds, signature, biographical data, personal characteristics, personal identification and any other information or materials provided by me (including any video or sound recordings I provide) (collectively, the "Images") to the Station in and in connection with the Program, in any and all media, whether now known or hereafter devised including, in any Station program, the Internet, Web sites, mobile applications, social media, advertising, promotion, marketing, merchandising, distribution, publication, and all other types of exploitation, or in any other manner in the Station's sole discretion, or to refrain therefrom. The Station shall also have the unrestricted right to edit, delete, and/or dub the content and text of any recordings of the Program and any video or sound recording or other materials that I submit in connection therewith as the Station sees fit in its sole discretion.				

3. I understand and acknowledge that all submissions of Materials will not be returned to me.

Materials will not infringe upon the rights of any person or entity.

any purpose throughout the universe in perpetuity. I further confirm that the Station's use of the

2. To the extent I perform any music, read any literary pieces and/or submit any photographs, audio, video, dramatic or other artistic works to the Station, whether original or otherwise, I hereby represent and warrant that I own, control or have obtained all rights (including all copyrights) in and to all such materials ("Materials") and I hereby grant the Station, without charge, the rights necessary to use all such materials in connection with the Program in any and all media now known or hereafter devised for

4. I understand, acknowledge and agree that the Station retains final editorial, artistic and technical control of the Program and the content of the Program and that no portion of the Program or any related material needs to be submitted to me for any approval and the Station will have no liability to me for any distortion or illusionary effect involving the Images. I further understand, acknowledge and agree that the Station and its licensees and assignees will own all right, title and

interest, including the copyright, in and to the Program and all related materials, to be used and disposed of, without limitation, as the Station, in its sole discretion, may determine.

- 5. I agree to follow all rules, directions and instructions given by the Station in all matters relating to, and/or in connection with, the production of the Program, which are subject to change at the Station's sole discretion.
- 6. To the maximum extent permitted by law, I agree that I will not sue the Station or anyone because the Station did not take or use the Images or because I do not like the manner in which the Station and/or its licensees or assignees took or used the Images or used the Images in the Program or in any other program. In addition, I understand that my appearance and/or participation in the Program, and any travel by me in connection with the Program, is at my own risk. I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, indemnify, hold harmless, promise not to sue, and forever discharge the Station, and any affiliated companies, their successors and assigns, as well as the World Wide Web platforms on which the Program is broadcast or otherwise exhibited or distributed and the sponsors thereof, and each of their respective officers, directors, agents, representatives and employees (the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries, or causes of action whatsoever, including attorneys' fees, that in any way are caused by, arise out of or result from this agreement, my appearance and/or participation in the Program, the Images, the Materials, the Program or in the advertisements, the creation of the Images, my presence at or travel to any location in connection with my appearance and/or participation in the Program, or the broadcast or other exhibition of the program, the Images, the Materials, or the advertisements, on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, defamation, or False Light), regardless of whether caused by the negligence or willful misconduct of the Released Parties or anyone else connected with the Program or the Images. I will defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action that in any way are caused by, arise out of or result from any breach or alleged breach by me of any of the representations, warranties or covenants made by me in this agreement.

7. I represent and warrant that I am over 18 years of ag or my parent or legal guardian will sign on my behalf an conflict with or violate any commitment, agreement, or entity.	d that the rights granted hereunder will not			
8. This agreement shall be interpreted under the laws of the State of New York without regard to the conflicts of law provisions thereof. The illegality, invalidity or unenforceability of any provision shall in no way affect the validity or enforceability of any of the remainder of this agreement, which shall be enforced to the maximum extent permitted by law.				
AGREED AND ACCEPTED:				
Signature:	Date:			
Printed Name:	Phone:			
Address:	Email:			
If participant has not reached the age of majority: I represent and warrant that I am the parent or guardian of the minor whose name appears above, I acknowledge that I have read the foregoing agreement and am familiar with each and all of the terms contained therein, I am satisfied that the agreement is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release the Released Parties as defined in Paragraph 5 above from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.				
Signature of Parent or Guardian:	Date:			
Printed Name:	Phone:			