

# LONG RULES

## All Ages, All Voices! Podcast Logo Design Contest Rules

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE LOGO DESIGN CONTEST (THE “CONTEST”) ADMINISTERED BY DEHCHO FIRST NATIONS ON BEHALF OF THE DEHCHO COLLABORATIVE ON PERMAFROST PODCAST PROJECT IN CONJUNCTION WITH WILFRID LAURIER UNIVERSITY. THE CONTEST IS INTENDED TO BE CONDUCTED IN THE NORTHWEST TERRITORIES AND DEHCHO REGION ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. ENTRY IN THE CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

1. To be eligible to enter The Logo Design Contest, an individual must:
  - be a legal resident of the Northwest Territories and a member of the Dehcho Region;
  - if applicable, be a member of the Dehcho First Nations. All residents or members of the Dehcho and surrounding communities of the Dehcho are eligible to enter;
  - be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest; and; be willing to transfer these rights to Dehcho First Nations for the sole use of the All Ages, All Voices! podcast.

### DEFINITIONS

Employees of Dehcho First Nations, including the administrative staff supporting All Ages, All Voices! (the “AAAV”) and its affiliates, related advertising and promotional agencies and Contest prize providers and all such entities (the Dehcho Collaborative on Permafrost and Wilfrid Laurier University, and Dehcho.org are being individually and collectively referred to hereafter as the “Sponsors”).

The Sponsors shall have the right at any time to require proof of membership, residency, and/or eligibility to participate in the Contests. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, and accurate. The Sponsors reserve the right, in their sole discretion, to disqualify any Artist should such an Artist at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

The artist submitting works is referred to as (the “Artist”). All submissions, including, if applicable, any story, drawing, sketch, painting, digital work, and/or photograph submitted in connection with or as the Contest entry is referred to as (the “Work”).

### 2. CONTEST PERIODS.

The “Contest Period” shall start and end as announced via Dehcho First Nations on its affiliated online accounts such as Facebook, the Dehcho.org website, and local promotional materials after which time the Contest will be closed and no other Works shall be accepted. The contest will begin November 1st 2020 and end before March 31, 2020.

### 3. HOW TO ENTER.

- There is no purchase necessary to enter this Contest. Works must be received prior to the end of the applicable Contest Period to be eligible for entry.
  - All original submissions, including, if applicable, any story, drawing, sketch, painting, digital work, and/or photograph submitted in connection with or as the Contest entry, referred to as (the “**Work**”) will become the sole property of the Sponsors and will not be returned for any reason. Works must be received prior to the indicated Contest Period entry deadline. Works will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, or forged. No communication or correspondence will be exchanged with Artists except with those selected as a potential Contest winner, or upon completion of the contest, where original works will be returned.
  - If Work has been submitted by an Artist in connection with the Contest, each Artist agrees that the Sponsors may post the Work on Sponsor owned or controlled websites, viewing galleries and/or social media platforms. Each Artist further represents and warrants that: (i) the Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the Artist to the full extent necessary to enable the Sponsors to use the Work as contemplated by these Contest Rules; and (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party.
  - Works received online shall be deemed to be submitted by the authorized account holder of the e-mail address, Facebook or Twitter account associated with the entry, as applicable. For the purposes of these Contest Rules, “authorized account holder” of an e-mail address, Facebook or Twitter account is defined as the natural person who is assigned to an e-mail address, Facebook or Twitter account by an Internet access provider, on-line service provider, Facebook, Twitter or other organization responsible for assigning e-mail addresses, Facebook or Twitter accounts for the domain or account associated with the submitted e-mail address, Facebook or Twitter account. Each selected Artist may be required to provide The Sponsors with proof that the selected Artist is the authorized account holder of the e-mail address, Facebook or Twitter account associated with the winning entry.
  - The Contest prize shall have be valued by Canadian dollars to equal (CDN \$500.00) and shall be announced and described on the Dehcho First Nations Website, Facebook, Twitter and/or news publications (such as “News/North”) at the end of the Contest Period and to the discretion of The Sponsors.
  - Winners will be contacted by the Sponsors with instructions on how to claim the prize.
  - Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a prize will be forfeited and have no cash value. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.
  - The Sponsors shall not assume any liability for lost, damaged or misdirected prizes.
5. **PRIZE CONDITIONS.**
- All incidental costs and expenses not specifically referred to herein as part of the prize description (the “**Expenses**”) are the sole responsibility of the prize winner. If any entity asks for reimbursement to allow you to submit your Work, The Sponsors will not be liable if you send any third party any amount. There are NO associated expenses to submit your work to the All Ages, All Voices! Podcast Logo Contest. All submissions are absolutely FREE.
6. **WINNER SELECTION.**
- Following the end of the applicable Contest Period, a panel of three judges, on behalf of The Sponsors, will select one (1) Artist (or more, if applicable) based on overall skill determined by the judges based on the most accurate symbolism representing All Ages, All Voices! podcast, considering each and all eligible Works received during the Contest Period. The judges will use

skill-based criteria, demonstrated by the Artist in portrayal of the All Voices, All Ages principles, vision, and intent. The Works will not be determined by artistic skill, years in business as an artist, experience of the Artist, or previous history demonstrating high-level submissions to other Contests. The skills judged in the contest will be solely based on the elements used by the Artist including shape, color, and overall design to represent principles, vision, and intent of the All Ages, All Voices Podcast. The Sponsors will contract a professional designer to best represent the Final All Ages, All Voices! Podcast Design. Thus, all ages are welcome to submit, as no experience is necessary.

- Each Artist shall be eligible to win only one (1) prize.
- If the 1<sup>st</sup> prize Artist does not respond within ten (10) business days of notification, he/she will be disqualified and will not receive a prize and another Artist may be selected (as determined by DFN in its sole discretion) until such time as an Artist satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected Artist to receive notification or for the Sponsors to receive a selected Artist's response.

#### **7. RELEASEES.**

- Required to execute a legal agreement and release (“**Release**”) that confirms his or her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of the Sponsors, if applicable, Facebook and Twitter, and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors the unrestricted right to produce, reproduce, convert, publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use or re-use the submitted Work, the Artist's name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest. The executed Release(s) must be returned within three (10) days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected individual will be disqualified and any rights he or she may have to the prize will be forfeited.

#### **8. INDEMNIFICATION BY ARTIST.**

- By entering this Contest, each Artist releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Artists or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each Artist agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

#### **9. RIGHTS CLEARANCE.**

- By providing the Work to the Sponsors in connection with the Contest, each Artist shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive licence to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The Artist hereby confirms that the Work is an original work, solely created by the Artist, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. The Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the Artist. In addition, each Artist

represents to Sponsors that the Work does not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

10. **LIMITATION OF LIABILITY.**

- The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete Works, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Works. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsors are not responsible for any injury or damage to any Artist or to any computer related to or resulting from participating or downloading materials related to the Contest. Artist assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest advertising websites.

11. **BINDING OF THE CONTEST RULES.**

By participating in a Contest, each Artist agrees to be bound by the Contest Rules. Artists further agree to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any Artist found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Promotions, or any related promotional website or materials; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any the Sponsor's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winners at all times must behave appropriately when taking part in the Contest and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. The Sponsors reserve the right to remove from any prize-related locations, any winner who breaks such rules and/or fails to behave appropriately and to disqualify that winner.

12. **PRIVACY / USE OF PERSONAL INFORMATION.**

- By participating in the Contest, each Artist: (i) grants to the Sponsors the right to use his/her personal information provided when he/she enters the Contest and the Work (if applicable) (collectively the "Personal Information") for the purpose of administering the Contest,

including but not limited to contacting and announcing the winners and coordinating the provision of the Contest prize; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of the Sponsors in connection with any of the activities listed in (i) and/or (ii) above.

- Dehcho First Nations will use each Artist's Personal Information only for identified purposes, and protect each Artist's Personal Information in a manner that is consistent with the Dehcho First Nations privacy and Non-disclosure policy pertaining to the confidentiality of the participants' personal information.

13. **INTELLECTUAL PROPERTY.**

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. As unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited, the Artist will sign a copyright and moral rights waiver to secure the Sponsors ownership of the final design chosen as Winner.

14. **TERMINATION**

Dehcho First Nations reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice. These are the official Contest Rules. The Contests are subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors and/or the Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the Artist and the Sponsors in connection with the Contests shall be governed by and construed in accordance with the laws of The Northwest Territories and Canada and the traditional laws of the Dehcho Region.

15. **LANGUAGE DISCREPANCY.**

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

16. **SOCIAL MEDIA.**

This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to Dehcho First Nations and not to Facebook and/or Twitter. Any questions or comments regarding a Contest must be directed to Dehcho First Nations and not to any of the social media platforms on which the Contest may have been advertised or administered.