

## **Young & Free Alberta Spokester Search Rules and Regulations**

These Rules & Regulations are specific to the Young & Free Alberta Spokester Search Competition (the Competition). The Competition is sponsored by Servus Credit Union (the Competition Sponsor) and is governed by the Rules and Regulations set forth below.

By entering the Competition you agree that you have read and will abide by these Rules and Regulations and the decisions of the Competition Sponsor. You also agree to comply with all applicable laws. The Competition is void in whole or in part where prohibited by law. Participation in this Competition constitutes full and unconditional agreement and acceptance of these Rules and Regulations.

### **Competition Dates:**

- Phase 1 (Entry Period) of the Competition begins at 9:00 a.m. Mountain Standard Time (MST) on Tuesday, February 16, 2010 and closes at 11:59 a.m. Mountain Standard Time (MST) on Sunday, March 21, 2010. Entries must be received by the Competition Sponsor within this period to be eligible.
- Phase 2 (Finalists Selected Period) of the Competition begins at 12:00 p.m. (noon) Mountain Standard Time (MST) on Sunday, March 21, 2010 and ends at 5:00 p.m. Mountain Standard Time (MST) on Thursday, March 25, 2010.
- Phase 3 (Public Voting Period) of the Competition begins at 12:00 p.m. (noon) Mountain Standard Time (MST) on Friday, March 26, 2010 and ends at 11:59 a.m. Mountain Standard Time (MST) on Sunday, April 11, 2010.
- Phase 4 (Winner Selection Period) of the Competition begins at 12:00 noon Mountain Standard Time (MST) on Sunday, April 11, 2010 and ends at 12:00 noon Mountain Standard Time (MST) on Wednesday, April 21<sup>st</sup>.
- The winner of the Competition will be announced at 2:00 p.m. Mountain Standard Time (MST) on Wednesday, April 21<sup>st</sup>.

### **Entrant Eligibility:**

- The Competition is open to legal residents of Alberta who are between the ages of 17-25 throughout all phases of the Competition.
- The Competition Sponsor's advertising and promotional agency employees and members of the immediate families of those employees or any persons with whom they are domiciled are not eligible to participate in the Competition.
- Employees of the Competition Sponsor are eligible to participate in the Competition but understand and agree that in the event that they are selected as the Spokester, that they will cease to be employed in their current position in order to assume the full-time contract role of the Young & Free Alberta Spokester.
- People who have entered and won previous Young & Free Competitions are ineligible to participate in the Competition.
- The Competition Sponsor shall have the right at any time to require proof of identity and /or eligibility to participate in the Competition. Failure to provide such proof may result in disqualification.
- All personal and other information provided to The Competition Sponsor for the purpose of the Competition must be truthful, complete, accurate and in no way misleading.
- The Competition Sponsor may at any time in their sole discretion disqualify any entrant who: does not meet the Competition eligibility criteria, fails to comply with these Rules and Regulations, attempts to enter the Competition in any manner or through any means other than as described in these Rules and Regulations, attempts to disrupt the Competition or attempts to circumvent any of these Rules and Regulations.

- The Sponsor reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter.

## How to Enter

### Phase One: Entry Period

The Competition entry period begins at 9:00 a.m. Mountain Standard Time (MST) on Tuesday, February 16, 2010 and ends at 11:59 a.m. MST (Mountain Standard Time) on Sunday, March 21, 2010. Submissions received after 11:59 a.m. on March 21, 2010 will not be eligible for Phase Two: Voting Period.

- No purchase or entry fees are required to enter or win the Competition.
- Competition entrants who meet the conditions as outlined in the sections above are eligible to enter the Competition during the Competition period by visiting [www.YoungFreeAlberta.com](http://www.YoungFreeAlberta.com) and fully completing an online application form and uploading your video submission by following the instructions provided.
- You will be required to provide your contact information, your video's unique YouTubeURL and agreement to these Competition Rules and Regulations.
- You are solely responsible for ensuring that all information is up-to-date and accurate.
- Chances of winning are dependent on the number and skill level of Applicants.
- Only one entry per person will be accepted. Entrants made with multiple addresses, under multiple identities, or through the use of any device or artifice to enter multiple times or entries that are in excess of the permitted number of entries during the Competition are automatically void.
- Submissions shall not be returned to participants.
- Get votes! Tell everyone to watch your video on the website during the public voting period during Phase Two of the Competition, and encourage them to vote for your submission.

The Competition Sponsors will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable entries, or any delay or failure to transmit, process, receive or consider entries.

The Competition Sponsors are not associated with YouTube. You must comply with YouTube's terms of use, and the Competition Sponsors will not be liable to you regarding your use of (or inability to use) YouTube.

### Video Submission Eligibility:

Notice: you must comply with these rules when you submit an application and upload a video. Do not do anything in connection with creating your video, which might endanger anyone, including yourself or which could cause damage to property or your application and your video may be disqualified.

Your video submission must meet all of the following criteria to be eligible to be entered into the Competition:

- Be no more than 60 seconds in length.
- Use only the English language.
- Meet all guidelines and criteria imposed by YouTube with respect to videos submitted to YouTube.
- Be intended for a family audience and therefore not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal

or otherwise unsuitable language, activity or other content (all as determined by the Competition Sponsor in their sole discretion).

- Not contain, depict or refer to any content which disparages or refers negatively to the Competition Sponsor, the Competition, or any other person or entity (all as determined by the Competition Sponsor in their sole discretion).
- Not conflict with any of the Competition Sponsor's core values, or otherwise be objectionable to the Competition Sponsor (as determined by the Competition Sponsor in their sole discretion).
- Not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).
- Not promote, depict or refer to any commercial enterprises other than Servus Credit Union or Young & Free Alberta, nor contain URLs or logos laid over the video footage.
- Not be a video previously submitted as an entry in previous Young and Free Alberta Spokester search(es) or in the Cash In With Your Camcorder Competition.
- Not contain any copyrighted works, including music, pictures, posters etc., unless you are the owner of such rights or have permission of the rightful owner to submit the material in accordance with these Rules and Regulations.
- Your video submission may be in color or black and white, and may be enhanced with graphics, special effects and animation.
- In the event of a dispute, submissions shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry (the "Applicant").
- All applications are subject entirely to the discretion of the Sponsor, whose decisions are final. Each entry which meets the criteria above and that is submitted in accordance with these Rules and Regulations, will become eligible for Phase Two: Voting Period.
- The Competition Sponsor may disqualify any video entry if they determine (in their sole discretion) that the video does not comply with these eligibility requirements or otherwise with these Rules and Regulations.

By submitting a video to the Competition Sponsor you represent and warrant that you:

- Are the original creator of the video and that the entry contains entirely original material;
- Agree that the Competition Sponsor will not infringe or violate any third party's intellectual property, privacy, personality or other rights when the Competition Sponsors copy, display, edit, modify, transmit or otherwise use that video in connection with The Competition or any advertising.
- Agree that the video meets all of the eligibility requirements set out in these Rules and Regulations.
- Agree that the video and all images contained therein are submitted to the Competition Sponsor for their use and shall become the property of the Competition Sponsor upon submission and that the video, all images and ideas submitted with this application are being submitted on a non-confidential basis and may be edited and posted to a website or used in other marketing and advertising materials without compensation.
- Understand that submission of the video and any images and content may impact the Applicant's legal rights to protect them.
- Confirm that all trademarks and copyrighted material have been properly acknowledged in the application.
- Acknowledge that the Competition Sponsor or any of their affiliates or subsidiaries may already be in the process of independent development and innovation for various products and services and therefore any disclosure of information or ideas submitted by the Applicant may not be new to the Competition Sponsor or their affiliates or subsidiaries and would not affect or impair its proprietary rights to their own innovation.

## **Subject and Participant Releases**

- If a video shows any individual in such a way that the individual can be recognized, you must obtain written consent from that individual to permit the Competition Sponsor to copy, display, transmit and otherwise use the video, and you must give the Competition Sponsor the original copy of that consent upon the Competition Sponsor's request.
- Failure to provide requested original copies of consent documentation, as determined solely by the Competition Sponsor, may deem the entry to be ineligible for the Competition.

## **Phase Two: Finalists Selected Period**

The Competition's Finalists Selected Period begins at 12:00 p.m. (noon) Mountain Standard Time (MST) on Sunday, March 21, 2010 and ends at 5:00 p.m. Mountain Standard Time (MST) on Thursday, March 25, 2010.

All application forms and video submissions will be evaluated by a team comprised of Competition Sponsor employees from a range of business backgrounds, based on the evaluation criteria set out below, and whose decisions are final.

The criteria for judging the submissions to determine suitability for moving to the Voting Phase include:

- Creativity / Originality – how are you delivering your message - 25%
- Authenticity – Are you speaking with sincerity - 25%
- Information / Inspiration – does your submission make a compelling case to viewers – 25%
- Content / Overall Presentation – what is the overall impact - 25%

It is anticipated that the Sponsor will select three (3) finalists and identify them as finalists on the Young & Free Alberta Website, to proceed to the Voting Phase, provided there are sufficient qualified entrants.

Finalists will be contacted by a representative of the Competition Sponsor by telephone or e-mail for an in-person or telephone interview. If a finalist cannot be reached within 48 hours, despite customary diligent efforts, the submission may be disqualified and another submission selected. Each entrant who is contacted by the Competition Sponsor must meet the eligibility requirement and consent to the Competition Sponsor's standard employment background checks to move to Phase Three.

## **Phase Three: Public Voting Period**

The Competition's Public Voting Period begins at 12:00 p.m. (noon) Mountain Standard Time (MST) on Friday, March 26, 2010 and ends at 11:59 a.m. Mountain Standard Time (MST) on Sunday, April 11, 2010.

The top (3) finalists will be identified as finalists on the Young & Free Alberta Website and their submissions will be posted for review and voting on the Website.

The public may vote for their favourite submission by following the instructions on the Competition website. Voting will be open to the general public, but there is a limit of one vote ballot per person. If the Competition Sponsors discover that an individual has voted more than once for the same video submission, the Competition Sponsor may disqualify some or all of that individual's votes using the Competition Sponsors' sole discretion.

At the end of Phase Three, potential winners will be contacted by the Sponsor by telephone. Potential winners are determined by a combination of votes received and job suitability.

Potential winners who cannot be contacted during this time will be disqualified and the finalist with the next highest score will be contacted. Similarly, if potential winners do not qualify to become employees of the Sponsor, the competitor who scores the next highest will be contacted until the position is filled.

#### **Phase Four: Winner Selected Period**

The Competition's Winner Selection Period begins at 12:00 noon Mountain Standard Time (MST) on Sunday, April 11, 2010 and ends at 12:00 noon Mountain Standard Time (MST) on Wednesday, April 21<sup>st</sup>.

- The winner of the Competition will be announced at 2:00 p.m. Mountain Standard Time (MST) on Wednesday, April 21<sup>st</sup>.

The entrant that scores the highest through a combination of peer votes and job suitability will be eligible to become a contract employee with the Competition Sponsor as the Young & Free Alberta Spokester and will assume the responsibilities of the position as outlined in the application information and in the formal offer of employment that will be provided which will include the job description, hours, salary, equipment provided, terms and conditions, training schedule and other relevant information. The employment contract will be subject to termination as outlined within the document.

The winner must be eligible to work in Alberta, Canada from the date of selection for approximately a twelve-month period. Potential winners will be required to complete and submit a job application and consent to pre-employment inquiries and tests that could include criminal background check, consumer credit investigation and drug tests. If necessary, the potential winner must be available to travel at their own expense to Edmonton, Alberta for an interview. The offer of employment must be accepted as awarded.

If a potential winner cannot accept the position as awarded, his or her entry will be forfeited and another eligible entrant may be selected. Any costs associated with accepting the position shall be the sole responsibility of the winner.

In order to be eligible to be awarded the position the winner must:

- Sign a Declaration of Compliance with Rules and Regulations and an Assignment, Release and Indemnity Form, assigning all rights to the video submission to the Sponsor, including all copyrights and moral rights and releasing the Competition Sponsor, their affiliates and respective advertising and promotions agencies from any liability in connection with the Competition or the Prize awarded.
- Produce valid identification and, if requested by the Competition Sponsor, proof of age and photo identification.

If the above requirements are not met, the winner will be disqualified and another winner will be selected in their place.

#### **License**

By entering this Search Competition, you irrevocably and exclusively assign all copyright, without limitation of time, place, medium, support or language, in the video to the Sponsor and waive all legal and moral rights to the video in favor of the Sponsor. Accordingly, you acknowledge that the Sponsor will have the unrestricted and exclusive right to use the video for any purpose, including but not limited to, publishing it in an electronic form on the Young & Free Alberta Website for promotional purposes without further compensation. The Sponsor also has the right to (but is not required to) use your name, image, likeness, age, biographical information and school name in credit along with the video. You confirm that

you are the sole author of the video and that you own all rights to it and are able to fully assign all rights to the Sponsor as contemplated above. You agree to compensate the Sponsor should any claims arise out of the use of the video by the Sponsor.

### **Conduct**

By participating in the Competition, each entrant agrees to be bound by the Competition Rules & Regulations, which will be posted and available at [www.YoungandFreeAlberta.com](http://www.YoungandFreeAlberta.com). Entrants further agree to be bound by the decisions of the Competition Sponsor, which shall be final and binding in all respects. The Competition Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Competition Rules & Regulations; (b) tampering or attempting to tamper with the entry process or the operation of the Competition; (c) violating the terms of service, conditions of use and/or general rules or guidelines of Young and Free Alberta and/or Servus Credit Union; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Any attempt to deliberately damage any web site or interfere with the legitimate operation of the Competition may be a violation of criminal and civil laws, and the sponsor reserves the right to seek damages and/or other relief from all responsible persons to the fullest extent permitted by law.

### **Disclaimers, Liability, and Indemnification**

By participating in The Competition, you release and agree to indemnify and hold harmless the Competition Sponsors and their employees, directors, officers, affiliates, agents, judges and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in The Competition or receipt or use of any prize.

By participating in The Competition, you further agree to indemnify and hold harmless the Competition Sponsors and their employees, directors, officers, members, affiliates, agents, judges and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to: (a) your failure to comply with any of these Rules and Regulations; (b) any misrepresentation you make under these Rules and Regulations or otherwise to the Competition Sponsors; or (c) your participation in the Competition.

The Competition Sponsors shall have no liability for any loss or damage of any videos entered in the Competition or for any other loss or damage resulting directly or indirectly from your participation in the Competition.

The Competition Sponsors are not responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, incomplete, misdirected entries, or entries received through impermissible or illegitimate channels; (2) technical failures of any kind, including without limitation the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or The Competition; (5) electronic or human error which may occur in the administration of The Competition or the processing of entries; or (6) any injury or damage to persons or property, including without limitation your computer, which may be caused, directly or indirectly, in whole or in part, from your participation in The Competition or from downloading any material. The Competition Sponsor will not be liable to you for any indirect, special, consequential, or punitive damages in connection with the Competition or these Rules and Regulations.

### **Privacy / Use of Personal Information**

By participating in the Competition, applicant entrants (a) grant to the Competition Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Competition, including but not limited to contacting and announcing the Winner; (b) grant to the Competition Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Competition, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (c) acknowledges that the Competition Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Competition Sponsor in connection with any of the activities listed in (a) and (b) above. The Competition Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Competition Sponsor's Privacy Policy as outlined at <http://www.servuscu.ca/>.

### **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 Competition Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

### **Termination**

If for any reason the Competition Sponsor cannot run the Competition as planned, (including as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of the Competition) the Competition Sponsor reserves the right to cancel, modify, extend or suspend the Competition. In that event, the Competition Sponsor may determine the winner from among the eligible entries received up to the time of the impairment, or cancel the Competition.

The Competition Sponsor may also disqualify any individual who tampers with or in any way corrupts the entry or voting process, or who attempts to undermine the legitimate operation of the Competition by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other entrants or representatives of the Competition Sponsor.

The Sponsor reserves the right to modify or cancel this Search Competition at any time including, without limitation, in the event of technical corruption, virus, bugs, non-authorized human intervention or any other technical problems, which may arise from time-to-time beyond the control of the Sponsor, destroying the integrity of this Search Competition. No liability or responsibility is assumed by the Sponsor, resulting from user attempts to participate in this Search Competition or if required, download any information necessary to participate in this Search Competition.

### **Law**

These Rules & Regulations constitute the complete rules and regulations associated with the Competition. The Competition is subject to applicable federal, provincial and municipal laws and regulations. These Rules and Regulations 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 Competition Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules and Regulations or the rights and obligations as between the applicant and the Competition

Sponsor in connection with the Competition shall be governed by and construed in accordance with the laws of the province of Alberta.

**Disputes**

All disputes, claims and causes of action arising out of or connected with the Competition or these rules and regulations will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Alberta, Canada, in Edmonton, Alberta.

**Language Discrepancy**

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

**General:**

- The decisions of the Competition Sponsor in relation to the Competition will be final and binding.
- The Competition Sponsor reserves the right to disqualify entrants and/or entries that do not comply with these Competition Rules & Regulations.
- Any inquiries or concerns relating to the Competition should be sent to [youngfreealberta@gmail.com](mailto:youngfreealberta@gmail.com)