Official Rules - The Interactive & Digital Media Industry Association of British Columbia ("DigiBC") - "DigiMusic 2020 Challenge"

By submitting an entry for this Challenge, you (the “Entrant”) agree to be bound by these Official Rules.

“Entrant” refers to the one or more individuals who submit an entry as an individual or group of up to four individuals for this Challenge as permitted by these Official Rules.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING DRAWN AS A WINNER OF AN INCENTIVE PRIZE.

Entry Period: The “DigiMusic 2020” Challenge (the "Challenge") entry period runs from 1:00 AM PT, April 15, 2020 to 11:59 AM PT, May 27, 2020 (the "Challenge Entry Period").

It is the responsibility of the Entrant to ensure their entry is received by DigiBC prior to the close of the Challenge Entry Period in accordance with these Official Rules.

Eligibility: To enter and be eligible to win a randomly drawn incentive prize, each individual who is an Entrant must be a resident of British Columbia. THIS CHALLENGE IS VOID OUTSIDE BRITISH COLUMBIA AND WHERE PROHIBITED BY LAW.

IN ORDER TO BE ELIGIBLE TO ENTER AND WIN A RANDOMLY DRAWN INCENTIVE PRIZE, AN ENTRANT MUST OWN ALL OF THE RIGHTS (INCLUDING BUT NOT LIMITED TO THE INTELLECTUAL PROPERTY RIGHTS) TO THE ENTRY ENTERED. THE ENTRY MUST BE THE ENTRANT’S ORIGINAL WORK.

Each individual who is an Entrant must be a student between grades 8 and 12, and must not be an employee of, a member of the immediate family of, or domiciled with an employee or board member of any division of DigiBC.

An Entrant may submit an entry as an individual or as a group of up to four individuals.

All entries must be in English.

Each Entrant must have online access with a valid email address as of the date of their entry. If the identity of an entrant is disputed, the authorized account holder of the email address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the email address by an online service provider, Internet access provider or other organization responsible for assigning the email address for the domain associated with the submitted email address is considered the authorized account holder. An entrant may be required to provide DigiBC with proof that he or she is the authorized account holder of the email address associated with the submitted entry.
**How to Enter:** This Challenge may only be entered via the Internet during the Challenge Entry Period by filling out an entry form completely, truthfully and accurately, and submitting a sound recording that is a maximum of 32 seconds in length, which is to serve as a soundtrack for one of the video recordings (each a “Video Clip”) made available to Entrants by DigiBC for the purpose of this Challenge. Each Entrant (and each individual who is an Entrant) may submit a maximum of ONE sound recording PER Video Clip. Attempts at multiple entries contrary to these Official Rules will result in disqualification.

To enter:

1. Visit the Challenge page located at [https://www.digibc.org/cpages/digimusic](https://www.digibc.org/cpages/digimusic)

2. Complete a Challenge Submission Form for EACH audio recording entry. If any individual who is an Entrant is less than 18 years of age, the Submission Form must be signed by a parent or legal guardian of such individual.

3. Save the audio recording entry with the following filename format: `VideoClipName_SubmissionDate(YYYYMMDD)_Team or Individual Name`

   Example: `NHL20_20200429_SalmonArmAngels`

4. Submit the completed Submission Form and sound recording entry via [https://wetransfer.com](https://wetransfer.com) to education@digibc.org with the correct filename format.

Once all the required information has been submitted, the Entrant officially enters the challenge and is bound by these Rules. All entries become the property of DigiBC and will not be acknowledged or returned.

Each Submission Form and sound recording entry submitted by an Entrant will be referred to collectively as an "Entry". Each Entry must be received by DigiBC electronically during the Challenge Entry Period.

Each Entry must: (i) be original; (ii) be created solely by Entrant; (iii) not have been previously published, submitted in other Contests or won previous awards including prior DigiMusic Challenges; and, (iv) not infringe on the rights of any third party.

No Entry shall contain illegal content or activities, pornography, lewd or inappropriate activities, sexual or racial slurs or connotations, offensive language, obscenities or any material that would be offensive to a group or to an individual. Each Entrant agrees that it will not, in respect of any website used by DigiBC or the Challenge: use the website or content in a way that could damage it or the material displayed on it; interfere with website security or the security of the linked websites; disrupt or interfere with another person’s use of the website; use or attempt to use another’s account, password, or system; use the website or the information on it to send any type of mass e-mail; attempt to gain unauthorized access to the restricted areas of a website; manipulate identifiers in order to disguise the origin of any
content transmitted on or through a DigiBC website or the source of any content; upload, download, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; interfere with or disrupt a DigiBC website or servers or networks connected to a DigiBC website, or disobey any requirements, procedures, policies or regulations of DigiBC’s networks connected to a DigiBC website; or violate or infringe any right of any third party.

No Entry shall contain any corporate or organization logos or symbols.

DigiBC reserves the right not to consider for the Challenge any Entry it deems, in its sole determination, to be inappropriate.

By entering this Challenge, each Entrant explicitly

I. represents and warrants that the Entrant meets the eligibility requirements and that the Entry complies with all of the terms and conditions of these Official Rules;

II. grants DigiBC the right to use and publish the biographical and background information that each Entrant provides (except street address, telephone number, and e-mail address) and the submitted sound recording(s) in all media, including, but not limited to, online displays, television, cable, video productions, wireless applications and other media channels and applications and for advertising, promotions, other Challenges by DigiBC and other purposes without further consent or compensation;

III. irrevocably assigns and transfers to DigiBC any and all rights, title, and interest in the Entry, including, without limitation, all copyrights in the sound recording, and grants DigiBC the right to modify, adapt, sell, publish, use or not use the Entry in any way, in whole or in part, in any and all media now known or later developed, without time or territorial limitations or compensation, except where prohibited by law;

IV. expressly waives irrevocably any and all moral rights in and to the Entry and any similar rights thereto arising anywhere in the world;

V. agrees that DigiBC, or those acting on its behalf, may photograph and film the Entrant and use such photographs and film for all advertising, promotional, trade and other purposes and in all media, including, but not limited to, newspapers, magazines, online displays, television, cable, video productions, online access, wireless applications and other media channels and applications without further consent or compensation;

VI. represents and warrants that the Entrant has the right to grant to DigiBC the rights in the submitted Entry provided;

VII. represents and warrants that the Entrant has not used licensed material or any material owned by someone other than the Entrant in the Entry, including, without limitation, music, graphics or artwork; and

VIII. represents and warrants that the Entry is original and the Entrant has not copied or stolen the concept or material for the Entry from material owned by any third party.
**Celebration of Talent:** DigiMusic 2020 is not a contest where each entry is judged and a winner chosen. However, each Entry will be reviewed on the following criteria: 1) whether the sound of the sound recording evokes what is happening in the Video Clip; 2) whether the sound of the sound recording reinforces what is happening in the Video Clip, the storytelling and the narrative; and 3) whether the sound of the sound recording changes as the mood of the Video Clip changes.

The ten most compelling Entries will be chosen by DigiBC for inclusion on our highlight reel which will be shown at the virtual Celebration of Talent. DigiBC reserves the right to edit Entrant content for use in the reel and may use all, part or none of the Entrant submission in the DigiMusic 2020 highlight reel at its sole discretion.

Each Entrant will be automatically entered to win a randomly selected incentive prize. A maximum of four tickets per entry will be automatically entered, depending on the number of team members in the composition team. One ticket will be provided for each team member to a maximum of four tickets. For clarity, if a sole composer creates an Entry, he or she will be entered to win a random prize one time. If a three person composer team provides an Entry, each individual member of the team will be automatically entered to win the incentive prize. An entrant can only win once. There will be three incentive prizes, to be announced prior to the Celebration of Talent in June 2020.

Chances of winning the Incentive prize draw depend on the number of Entries.

DigiBC retains all rights and control over the Incentive prize draw, and will draw the winners randomly and award the prizes in its sole discretion.

The Winner shall not make any disclosure of the award to any third party or person until such time as DigiBC has made a public announcement of the Winner.

The Winner will be sent an Affidavit of Eligibility, Liability and Publicity Release (the “Affidavit”) via email or mail at DigiBC's discretion and will be required to complete the Affidavit and return it within three (3) business days. Failure to do so may cause the prize to be forfeited and another winner may be chosen by the judges. If any individual who is a Winner is less than 18 years of age, the Affidavit will have to be signed by a parent or legal guardian of such individual.

**DIGIBC IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR LATE, LOST, MISDIRECTED OR UNSUCCESSFUL EFFORTS TO NOTIFY ANY DRAW WINNER OR ENTRANT.**

**General:**

By submitting an Entry in this Challenge, the Entrant agrees to be bound by these Official Rules.

**DIGIBC IS NOT RESPONSIBLE FOR ANY ENTRY THAT IS LOST, LATE, ILLEGIBLE, MISDIRECTED, INCOMPLETE OR GARbled, FOR ANY PERSON WHO CANNOT ACCESS THE INTERNET OR CANNOT CLICK-THROUGH FOR**
ANY PERIOD OF TIME OR FOR MESSAGES, SOUND RECORDINGS OR VIDEOS THAT ARE GARbled OR IF ENTRY INFORMATION IS NOT CAPTURED CORRECTLY, OR FOR ANY TECHNICAL, HARDWARE, SOFTWARE, TELEPHONE, INTERNET, VIRUS CONTAMINATION, NETWORK, HUMAN ERROR, ELECTRONIC MALFUNCTIONS OR FAILURES, OR ANY OTHER PROBLEMS; AND FOR DELAY, FAILURE OR MALFUNCTION FOR ANY REASON.

DIGIBC ASSUMES NO LIABILITY FOR DAMAGE CAUSED TO ENTRANT’S OR ANY OTHER PERSON'S/ENTITY'S COMPUTER HARDWARE, SOFTWARE OR COMMUNICATIONS NETWORK, REGARDLESS OF CAUSE.

DigiBC reserves the right to terminate, cancel or modify the Challenge or the online entering process or disqualify any Entrant if, in DigiBC's sole judgment, it determines that the integrity or fairness of the Challenge has been, or could be, compromised or that the Challenge is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention (hacking), fraud, technical failures, force majeure or any other cause.

In the case of a dispute regarding the identity of the person submitting an online Entry, the Entry will be deemed submitted by the name on the registration form. BY ENTERING THIS CHALLENGE, EACH ENTRANT EXPLICITLY RELEASES, DISCHARGES AND HOLDS HARMLESS DIGIBC AND THEIR SHAREHOLDERS, SUCCESSORS AND ASSIGNS, ONE AND ALL, FROM ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, DAMAGES, ACTUAL, INCIDENTAL OR CONSEQUENTIAL, CLAIMS AND DEMANDS WHATSOEVER IN LAW OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY "COSTS", WHICH AN ENTRANT NOW HAS OR MAY ACQUIRE, ANY PERSONAL INJURY, DEATH, LOSS OF OR DAMAGE TO PROPERTY, OR FOR ANY OTHER REASON, THAT MAY OCCUR DURING OR ARISING OUT OF THE ENTRANT'S PARTICIPATION IN OR RELATED TO THE CHALLENGE, OR THE ACCEPTANCE AND USE OR MISUSE OF AN INCENTIVE PRIZE.

The right to enter the draw for an Incentive Prize is non-assignable and non-transferable and no prize substitution, transfer or exchange will be allowed except by written approval of DigiBC who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of the prize or force majeure. Prize or prize notification that is returned as undeliverable will disqualify the Winner and an alternative winner will be selected in random drawings.

Additional Terms

For further information regarding this Challenge, please contact DigiBC, team@digibc.org or exec@digibc.org.

Additional copies of these rules may be obtained by sending a self-addressed, stamped envelope to DigiBC Inc, 210 - 577 Great Northern Way, Vancouver, B.C., Canada, V5T 1E1. Requests for additional Official Rules must be received by May 1, 2020.
Entries which are incomplete, tampered with, illegible, mechanically reproduced, inaccurate, forged, or irregular in any way or otherwise not in compliance with these Official Rules will be disqualified.

DigiBC has the right to disqualify any Entrant that it finds to be violating these Official Rules, tampering with the entry process or tampering with the operation of any DigiBC website. No notice to the Entrant will be given of such disqualification. Materials that are offensive or improper in nature, or are deemed harmful or adverse to the interests of DigiBC will be disqualified.

All materials and information provided by an Entrant in relation to each Entry must not constitute privileged or secret information, and DigiBC does not agree to protect any information whether confidential or otherwise which is received in connection with the Challenge.

The Entrant, by submitting an Entry, represents and warrants to DigiBC that the Entry and entry material do not infringe any patent, copyright, trademark or other intellectual property right of any third party or any laws.

DigiBC hereby grants to each Entrant a limited, non-exclusive, revocable license to use the Video Clips until the end of the Challenge Entry Period solely for the purpose of participating in the Challenge. Subject to the foregoing, DigiBC and its licensors shall remain the sole owner of all rights, title and interest in and to the Video Clips.

BY PARTICIPATING IN THE CHALLENGE, THE ENTRANT AGREES THAT DIGIBC SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE TO AN ENTRANT FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING INCLUDING FOR LOST, DAMAGED, MISDIRECTED, STOLEN OR DELAYED ENTRIES, EVEN IF DIGIBC IS INFORMED OF THE POSSIBILITY OF SUCH LOSS. ANY AND ALL CLAIMS BY, AND JUDGMENTS AND AWARDS TO, ANY ENTRANT SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO THE ENTRANT.

BY ENTERING THIS CHALLENGE, EACH ENTRANT HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY AND AGREES THAT ANY AND ALL DISPUTES, CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CHALLENGE OR THE PRIZE AWARDED AND ALL ISSUES AND QUESTIONS CONCERNING THE VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES AND OTHER DOCUMENTS SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

DigiBC is not responsible for typographical technical, pictorial, editorial errors or omissions in any materials related to the Challenge or the Official Rules, or in the administration of the Challenge, including, without limitation, errors in advertising, the Official Rules, the selection and announcement of the Winners or the distribution of the Prize, or in any Entry.
Any attempt by anyone to deliberately alter or damage the DigiMusic website or to undermine the legitimate operation of this Challenge is in violation of criminal and civil laws and DigiBC reserves the right to seek damages, or any other legal remedy, to the fullest extent permitted by law.

The incentive Prizes will be subject to the same warranties and service conditions as such products sold at retail. DIGIBC MAKES NO REPRESENTATION, WARRANTY OR CONDITION, INCLUDING IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, OF ANY KIND IN RELATION TO ANY PRIZE. DIGIBC ACCEPTS NO LIABILITY WHATSOEVER THAT MAY BE CAUSED BY ANY PRIZE AWARDED TO ANY PERSON IN THIS CHALLENGE.

The Winner, by accepting the Prize, hereby releases DigiBC from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with participation in the Challenge or with the receipt, ownership or use of the Prize. By accepting a prize, the Winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem the Prize (including any travel related thereto). DigiBC expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery or subsequent use of the Prize awarded.

The Challenge is subject to all applicable federal, provincial and municipal laws and regulations. The Challenge is void where prohibited, taxed, or restricted by law. The Entrants shall provide the Entry to DigiBC at no cost. DigiBC is not liable to pay any fees or charges for its use of the Entry. All costs associated with participation in the Challenge, or the winning of prizes, shall be paid by the Entrant. The Winner is responsible for paying all taxes associated with any incentive prize won.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Entrant and of DigiBC, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without application of its conflicts of laws principles. Each Entrant hereby agrees to submit to the exclusive jurisdiction of the courts of British Columbia for any claim or matter arising out of or related to these Official Rules or the Challenge. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.