

## TRAVEL SAFE VIDEO CONTEST

### CONTEST RULES:

**This Contest is open to Calgary residents only and is governed by Canadian law.**

#### 1. CONTEST PERIOD

1.1 The City of Calgary (“The City”), Travel Safe Video Contest (the “Contest”) will start at 12:00:00 p.m. Mountain Daylight Time (“MDT”) on April 1, 2024 and end at 11:59:59 p.m. Mountain Daylight Time (“MDT”) on April 30, 2024 (the “Contest Period”).

#### 2. ELIGIBILITY

2.1 The Contest is open to residents of Calgary who at the time of submission:

- (i) are enrolled in Grades 6 to Grades 12 in a school or homeschool located within The City,
- (ii) comply with the Contest Rules, and
- (iii) obtained parental or guardian consent, if below 18 years of age (“Eligible Contestants”).

2.2 All entries are subject to verification by The City at any time. The City reserves the right, in its sole and absolute discretion, to require from any contestant at any time for the purposes of the Contest proof of identity and/or eligibility in a form acceptable to The City, including, without limitation, government issued photo identification. Contestants who do not provide such proof in a timely manner and to The City’s satisfaction in its sole and absolute discretion or do not otherwise prove identity and/or eligibility to the satisfaction of The City in its sole and absolute discretion will be disqualified from the Contest.

#### 3. HOW TO ENTER

3.1 Eligible contestants must create a 30-second video on one or more of these traffic safety subjects:

- (i) Eyes up, phone down: distracted driving, walking, or wheeling;
- (ii) Cross with care: pedestrian safety at intersections and street crossing;
- (iii) Be safe, ride smart: cycling/wheeling safety and rules of the road;
- (iv) School & Playground Zones: safety tips for adults and students; or
- (v) Know the speed limit, drive within it: why speed matters.

3.2 The submission must be original and created by the individual Eligible Contestant or a group of Eligible Contestants and uploaded on a video hosting website of the Eligible Contestant(s)’ choice.

3.3 Eligible contestant(s) must send an email to [StreetSafeKids@calgary.ca](mailto:StreetSafeKids@calgary.ca) with the following information:

- (i) the title of the video;
- (ii) the safety topic of choice;
- (iii) the name(s) of everyone in the group;
- (iv) the name of their school (if applicable);



- (v) the weblink to the uploaded video; and
  - (vi) completed consent form for **ALL** group members who are below 18 years of age (even if they are not shown in the video) and anyone shown in the video that are signed by appropriate parent/guardian.
- 3.4 The submission must be suitable for viewing by all ages and does not depict violence, gore or use of strong language.
- 3.5 The submission must not include any copyrighted material and any third-party personal information. In the event that a third-party personal information is included in the video, such personal information should be redacted or concealed before submission.
- 3.6 An Eligible Contestant(s) may only make one submission. Multiple submissions will be disqualified.

#### **4. PUBLICATION, LICENCE, RELEASE AND INDEMNIFICATION**

- 4.1 By participating in the Contest, the Eligible Contestant(s) and the Eligible Contestant(s)' parent or guardian:
- (i) represent and warrant that the Eligible Contestant(s)' submission is an original work, and that the Eligible Contestant(s) owns all right, copyright, title and interest in and to the submission as of the date of submission or has all necessary rights, authorizations, and/or assignments to submit it and the express permission of all individuals (including parental consent for minors) and the rights necessary to use all content and materials embodied in the submission and to submit it for possible use as provided herein;
  - (ii) grant The City the perpetual, unlimited, and irrevocable right and licence, solely for the purpose of the Contest, to use, licence, edit, modify, duplicate and/or create derivative works from the submission, including, but not limited to, the right for The City to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the submission via the internet or any other interactive media, on television, and/or in print, and without limitation and without payment of any compensation or notice of any kind to the Eligible Contestant(s), on its own or as part of any other production, for any advertising, marketing, publicizing or promotional purposes and in any materials related thereto (the "Licence");
  - (iii) releases The City from any claims, demands, losses and liabilities of any nature arising out of or in any way connected with the submission, and the use thereof as permitted hereunder, including, but not limited to, infringement of intellectual property rights, rights of personality, publicity or privacy;
  - (iv) agrees to indemnify and hold harmless The City from and against any claim or action brought by a person whose consent was not obtained by the contestant or by any person claiming its intellectual property rights, including without limitation, copyright, moral rights, trademark rights, or its personality or privacy rights;



- (v) by accepting a prize, each winner agrees to the use of their name, photo(s) and submission for publicity purposes in any medium, including on The City's websites, without additional compensation or permission; and
- (vi) indemnifies The City against any loss, damage, or injury resulting from participation in the Contest or the acceptance, use, or misuse of any prize.

## 5. JUDGING CRITERIA

- 5.1 All submissions will be reviewed by a panel (the "Judging Panel") including at least five individuals selected from within The City. The Judging Panel will review the submissions, which will be judged on originality, creative expression, message clarity, and quality of production. Each submission will be judged on the following criteria to determine its score (the Judges' Score):
- (i) 50% Message clarity,
  - (ii) 30% Creativity and originality, and
  - (iii) 20% Production quality.
- (Collectively, the "Judging Criteria")
- 5.2 Each submission will receive a score, expressed in the number of points out of a maximum possible of 100, on each of the three (3) parts of the Judging Criteria. These three (3) scores will be added together and weighted according to their percentage importance for a total number of points awarded to the submission. The submission with the highest score, as determined by the most points awarded based on the Judging Criteria, will be selected as the potential winner at the Judging Panel's sole discretion. In the course of determining the winner, if two or more submissions finish with an identical score, all submissions receiving the highest score will be selected as potential winners and will share equally in the prize award.
- 5.3 Any decision by Judging Panel regarding this Contest is final and without appeal.

## 6. PRIZING

- 6.1 The top ten (10) submissions ("Finalists") will be determined by the Judging Panel by the end of May 2024.
- 6.2 The submission with the highest score will win the Experience Calgary Summer Grand Prize Pack, valued at \$1200. This includes gift certificates to local businesses and admission tickets to attractions such as TELUS Spark and the Calgary Zoo. Additionally, two runners-up will each receive prize packs valued at \$250.
- 6.3 Prizes must be accepted as awarded. No assignment, transfer, or substitution of prize is permitted, except that The City reserves the right to substitute a prize of comparable or greater value at its sole and absolute discretion, for whatever reason.
- 6.4 The City reserves the right to replace a prize (or a portion thereof) with one of the same kind and of equivalent value or, at its sole discretion, with the cash value of the prize (or a portion thereof) as indicated in the contest rules.

## 7. AWARDING OF PRIZES



- 7.1 The Eligible Contestants whose submissions falls within the top ten (10) submissions (“Finalists”) shall be invited to a Public screening event to hold on June 3, 2024 at the Central Library.
- 7.2 At the Public screening event, the Grand Prize winner will be announced along with the two (2) runners-up.
- 7.3 Each Finalist(s) authorizes The City to use his/her name, photo, likeness, a statement regarding the prize, school, and/or voice for publicity purposes, without any additional form of compensation and agrees to execute and return a complete Model Agreement and Release to this effect before the Public screening event.

## **8. PRIZE DELIVERY AND FOREFEITURE OF PRIZES**

- 8.1 If any of the three (3) winners are absent at the Public screening event, they will be notified by email using the contact information provided by the Eligible Contestant(s) at the time of entering the Contest.
- 8.2 In the event that any potential winner(s) does not respond to such notification within five (5) business days, or declines a prize for any reason, they will be disqualified and have no recourse against The City of Calgary, the prize will be forfeited and, at The City of Calgary’s discretion and time permitting, an alternate potential winner(s) may be selected from among all remaining Finalists.
- 8.3 Notwithstanding any other provision of the Contest Rules, The City or its representatives will, in its sole and absolute discretion, determine how the delivery of the Prize will occur and this may be either by mail or in person.
- 8.4 Any costs or expenses associated with the Prize not specified herein, including but not limited to travel to/from the Public screening event or delivery of the Prizes after the event will be the responsibility of the winner(s). Delivering the Prize will fully satisfy any and all obligations that The City may have in connection with the awarding of any Prize.

## **9. RIGHT TO SUSPEND, AMEND OR TERMINATE THE CONTEST**

- 9.1 The City reserves the right, in its sole and absolute discretion, to suspend, amend or terminate the Contest, in whole or in part, at any time and without prior notice or obligation or to amend the Contest Rules in any way if, in its sole and absolute discretion, The City determines that it is necessary as a result of any event which threatens the administration, security, fairness, integrity, or proper conduct of the Contest.
- 9.2 The City reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in the Contest Rules, to the extent necessary, for purposes of verifying compliance by any contestant or submission with the Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of The City, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in the Contest Rules, or for any other reason.

## 10. GENERAL CONDITIONS

- 10.1 All submissions are subject to verification by The City. Any submission which is incomplete, fraudulent, submitted late, showing a wrong email address or phone number, or otherwise non-compliant with the Contest Rules shall be rejected and will not entitle the contestant(s) to be entered in the contest.
- 10.2 By participating in the Contest, Contestants acknowledge that they have read, understood, and agree to be legally bound by the Contest Rules and by the interpretation of these Contest Rules by The City. Contestants further agree to be bound by the decisions of The City, which shall be final and binding in all respects without right of appeal, including, without limitation, any decisions regarding eligibility or disqualification of contestants.
- 10.3 The Contest is void where prohibited or restricted by law. Contestants residing in areas where the Contest is void are ineligible to win a Prize.
- 10.4 In the event of any discrepancy or inconsistency among the Contest Rules and disclosures, representations or other statements made by The City or the Released Parties or contained in any Contest-related materials, including, but not limited to, the Contest poster, website, television, print, online or other advertising or correspondence, the Contest Rules shall prevail, govern and control.
- 10.5 If any provision of these Contest Rules is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in the Contest Rules continues in full force and effect.