



## WINTER 2014 MUSIC VIDEO FUND: FUND RULES

The “Winter 2014 Music Video Fund” (the “Fund”) is supported by TELUS Optik™ Local (“TELUS”) and brought to you by Public Records (the “Fund Organizers”). The Fund runs in British Columbia and Alberta, Canada and on the Internet from January 27, 2014 at 12:01am Pacific Time to May 2, 2014 at 11:59pm Pacific Time (the “Fund Period”).

### I. ELIGIBILITY

Please see the Eligibility Criteria for details

### 2. HOW TO ENTER

No purchase necessary.

To enter, follow these steps:

- Go to [www.publicrecords.org](http://www.publicrecords.org) (the “Website”).
- Carefully review the Eligibility Criteria and ensure you are eligible.
- Complete the electronic entry form (the “Entry Form”) by filling out all mandatory fields, including: your last name, first name, age, complete address and postal code, phone number and area code, and email address.
- Follow the instructions on the Entry Form and confirm your eligibility and that you have read and agree to comply with the Fund Rules.
- Using the upload tool provided, upload an MP3 version of the master recording of the song featured in the submitted video (the “Master”).
- Submit the following via the website submission mechanism: (the “Additional Material”)
- A lyric sheet for the song;
- A synopsis of the video project (max 200 words)
- A proposed budget for up to \$7500



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## 3. GRANT DESCRIPTION

One (1) grant of up to SEVEN THOUSAND FIVE HUNDRED DOLLARS (CDN \$7,500) (the “Grant”) will be awarded to each successful Primary Applicant during the Fund Period. The list of successful Primary Applicants will be posted on the Website at 12:00pm Pacific Time on Friday, February 21, 2014.

## 4. TERMS AND CONDITIONS

All Primary Applicants must comply with the following terms conditions (the “Terms and Conditions”):

- a. Primary Applicants may enter ONE project submission during the Fund Period. The Principal Artist is not eligible to receive more than one Grant during the Fund Period;
- b. The Master must feature the Principal Artist as the featured artist (i.e. Lead Vocalist) but the Principal Artist may be accompanied by other individuals who provide instrumental and/or background vocalist support;
- c. All songs must have been released within the twenty-four (24) months prior to the date of submission to the Fund;
- d. If the Primary Applicant is selected as one of the Grant recipients (the “Recipient”), the Primary Applicant will be required to fill out and sign a physical copy of the Submission Release Agreement, before any funding is awarded to the Primary Applicant.
- e. ONCE SUBMITTED, ALL ENTRY FORMS AND COPIES OF THE MASTER(S), VIDEO(S) (but not the underlying copyright in the Master(s) and Video(s)), ALL ADDITIONAL MATERIAL AND OTHER MATERIAL SUBMITTED BY THE PRIMARY APPLICANT (but not the underlying copyright in such material) BECOME THE PROPERTY OF TELUS AND NONE WILL BE RETURNED TO THE PRIMARY APPLICANT.

If the Terms and Conditions are not complied with, the Fund Organizers reserve the right, in their sole discretion, to cancel one or more of their entries and/or disqualify the entrant from participating and/or receiving a Grant.



## 5. RECIPIENT SELECTION

Entries will be judged and selected by a judging panel chosen by Public Records taking into consideration the following:

- The musicality, musicianship and quality of the Master recording
- Clear demonstration that the Principal Artist on the Master meets the Eligibility Criteria
- The creativity and originality of the submitted video treatment
- The capacity to create and deliver the program within the given timeframe and proposed budget
- The overall professionalism of the application package submitted

Judging decisions will be made by the judging panel in its sole and exclusive discretion. All decisions of the judging panel are final. In the event of a tie, a tiebreaker will be conducted based upon skill.

All approved projects may be featured on the TELUS Optik™ TV On Demand service.

## 6. HOW TO CLAIM A GRANT

In order to be declared a Grant award recipient, each successful Primary Applicant (a “Recipient”) must be in compliance with these Fund Rules and in particular, the following:

- The Fund Organizers must be able to reach the Recipient [by phone] within fifteen (15) days of the date on which the Recipient’s entry was selected;
- If required, the Recipient must sign a publicity release and liability waiver form (the “Submission Release Agreement”) provided by the Fund Organizers and return it to the Fund Organizers within fifteen (15) days of receipt.

Within fifteen (15) days following receipt of the completed and signed Submission Release Agreement, the Fund Organizers will inform all Recipients on how to take possession of their Grant. In the event the Recipient fails to collect the Grant in accordance with the instructions set out in this paragraph and in a timely manner, the Recipient will forfeit the right to collect the Grant. If time allows, and at the sole discretion of Fund Organizers, a new grant approval process will be held in accordance with these Fund Rules, until an entrant is selected and declared a

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Recipient, without affecting the order in which other funds are awarded. Notwithstanding the foregoing, the Fund Organizers reserve the right to withdraw the Grant entirely, with no further obligation to award such Grant in any additional grant approval processes.

By submitting an Entry Form to the Fund, each Primary Applicant and Recipient agrees to abide by these Fund Rules. In the event any Recipient fails to comply with any one of the conditions set out above or any other conditions set out in these Fund Rules, the Fund Organizers reserve the right to disqualify the Primary Applicant or Recipient from the Fund.

## 7. GENERAL CONDITIONS

### **(a) Verification.**

Entry Forms are subject to verification by the Fund Organizers. Any Entry Form which is incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, altered, contains false information or is not received within the Fund Period, or any Entry Form which does not contain the correct answer to the mathematical skill-testing question or otherwise does not confirm to these Fund Rules will automatically be rendered invalid and will make such entrant ineligible for a Grant.

### **(b) Disqualification.**

The Fund Organizers reserve the right, in their sole discretion, to disqualify any person or Primary Applicant, or cancel one or more entries of any person or Primary Applicant participating in this Fund or trying to participate by means contrary to these Fund Rules or in a manner which is unfair to other entrants (e.g. use of an Entry Form obtained from an unauthorized source, entries exceeding the limit allowed, computer hacking, etc.). Any attempt to tamper with the entry process, interfere with these Fund Rules, deliberately damage the Website or any website or undermine the administration, security or legitimate operation of the Fund, is a violation of criminal and civil laws and the Fund Organizers reserve the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests. Such person may be referred to the appropriate judicial authorities.

### **(c) Non compliance/eligibility.**

If a potential or declared Recipient of a Grant is not in compliance with these Fund Rules, the Fund Organizers reserve the right, in their sole discretion, to disqualify such entrant from the Fund and randomly select further entrants from the remaining eligible entries until a Recipient is finally declared. Any potential or declared Recipient, who is not in compliance with these Fund Rules, must so inform the Fund Organizers immediately upon being contacted by the Fund Organizers.

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## **(d) Acceptance of Grants.**

Grants must be accepted as described in these Fund Rules and may not be transferred to another person, substituted for another prize, or exchanged in full or in part for cash, subject to sub-section 7(e) below.

## **(e) Refusal of a Grant.**

The refusal by a potential or declared Recipient to accept any Grant awarded in accordance with the Fund Rules, releases and forever discharges TELUS, the Fund Organizers and their subsidiaries, respective divisions, their parent corporations, their advertising and promotional agencies, their shareholders, officers, directors, employees, agents and representatives (the “Beneficiaries”) of all obligations related to the Grant, including delivery.

## **Liability limit – use of the Grant.**

Each entrant and any potential or declared Recipient releases the Beneficiaries from any and all liability for any and all damage, loss or liability suffered as a result of or arising from their participation in the Fund or the acceptance or use of the Grant. In order to be declared a Recipient and prior to obtaining the Grant, any potential or declared Recipient agrees to sign a Submission Release Agreement.

## **Liability limit – running of the fund.**

The Beneficiaries are not liable for faulty computer components, software, or links; the loss or non-existence of communications capability; or faulty, incomplete, incomprehensible, or erased computer or network transmissions that make it difficult, or render a user unable, to enter the program; problems with the Website or any website or website feature howsoever caused, the malfunction of, or damage caused to, any telephone or network or lines, computer equipment, data or software, online systems, servers or access providers; or the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer “hackers”. The Beneficiaries are not liable for any harm contestants may suffer directly or indirectly as a result of downloading any Web page or software or transmitting any information related to entry in the Fund. Further, the Beneficiaries assume no responsibility for entries lost, stolen, delayed, damaged or misdirected.

## **Website access.**

The Beneficiaries do not guarantee access to or non-interruption of the Website during the Fund Period or that it will be exempt from any errors.

## **Modification.**

The Fund Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Fund, in whole or in part, in the case of the occurrence of an event, an error or any human intervention that could corrupt or affect the administration, safety, impartiality or the running of the Fund as provided in these Fund Rules.

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## **Early termination of the Fund.**

In the event that the computer system cannot record all the Fund entries during the Fund Period for whatever reason, or if participation in the Fund must be terminated in whole or in part before the closing date of the Fund as per the Fund Rules, the Fund Organizers will proceed with the draw among Entry Forms duly registered during the Fund Period or, as the case may be, up to the date of the event that lead to the termination of the Fund.

## **Limit of funds.**

In no event shall the Beneficiaries be obligated to award more Grants than set out in these Fund Rules or to award Grants otherwise than in compliance with these Fund Rules.

## **Impossibility to act due to Force Majeure.**

The Beneficiaries shall not be responsible for any damages for a failure to operate the Fund in accordance with these Fund Rules in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Fund, war, riot, insurrection, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.

## **Liability limit- participation.**

Any person who participates or tries to participate in this Fund releases the Beneficiaries from any and all liability for damages, which he/she could suffer from participating or trying to participate in this Fund.

## **Authorization.**

By entering this Fund, each declared Grant Recipient consents to TELUS and the Fund Organizers, and their representatives to use, at their sole discretion and if required, their name, photograph, likeness, testimonial related to the prize, place of residence and/or voice without compensation whatsoever and that, without limit as for the period of use, in any media and on a worldwide scale, for publicity purposes or for any purpose that may be considered relevant. A declaration to such effect will be included in the Submission Release Agreement.

## **List of grant award recipients.**

From February 21st, 2014 to August 31st, 2014, a list of Winners will be available at the office of Public Records Monday to Friday from 9 a.m. to 5 p.m.

## **Property of entries.**

Entry Forms [and requests for no purchase entry] are the sole property of the Fund Organizers and at no time will be returned to entrants.

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## **Personal information.**

Primary Applicant personal information that is collected by application to or participation in this Fund will be used solely by the Fund Organizers, and their representatives for the administration of the Fund. There will be no communication of commercial or of any other nature, unrelated to this Fund sent to an entrant, unless such entrant gives specific authorization to the Fund Organizers for that specific purpose.

## **Decisions of the Fund Organizers.**

All decisions of the Fund Organizers or those of their representatives including the judging panel regarding this Fund are final and binding.

## **Identification of the Primary Applicant.**

For the purposes of these Fund Rules, the Primary Applicant is the person whose personal information is submitted in the Entry Form.

## **Unenforceability.**

If a section of these Fund Rules is declared or ruled by a Canadian Court of Law as illegal, unenforceable or void, that section will be deemed void but all other sections not affected will be enforced as allowed by Canadian Law

## **Jurisdiction.**

This Fund is subject to all applicable federal, provincial and municipal laws.

## CONTACT

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