

# Servus Credit Union

## Young & Free Dance Challenge Rules and Regulations

These Contest Rules & Regulations are specific to the Young & Free Alberta Dance Challenge (The Contest) as advertised on the Young & Free Alberta website ([www.youngfreealberta.com](http://www.youngfreealberta.com)). The Contest is governed by the rules set forth below. By entering The Contest, you agree to abide by these rules and the decisions of the Contest Sponsors. You also agree to comply with all applicable laws.

### Contest Sponsors:

- The Contest Sponsors are Servus Credit Union and Currency Marketing who own and operate the Young & Free Alberta Program.

### Contest Dates:

- The Entry Phase of The Contest begins at 9:00 a.m. Mountain Standard Time (MST) on Monday, January 10th, 2011 and closes at 12:00 Noon Mountain Standard Time (MST) on Monday, February 7th, 2011.
- The Voting Phase of The Contest will begin at 9:00 a.m. Mountain Standard Time (MST) on February 10, 2011 and run through until 11:00 p.m. Mountain Standard Time (MST) on February 21, 2011.

### Entrant Eligibility:

- The Contest is open to legal residents of Alberta who at the time of the Entry Phase of The Contest are between seventeen (17) and twenty-five (25) years-of-age, who reside in Alberta at the time of their entry, and who have submitted a video entry online at [www.YoungFreeAlberta.com](http://www.YoungFreeAlberta.com) for the Young & Free Dance Challenge during The Contest Entry Phase.
- All individuals submitting a video entry must be between the ages of seventeen (17) and twenty-five (25) years-of-age at the time of their entry (for solo entries). If a group comprised of four (4) people or fewer is submitting a group video entry, all members of the group must be between the ages of seventeen (17) and twenty-five (25) at the time of their entry. If a group of five (5) or more people are submitting an application, a minimum of sixty-percent (60%) of the members of the group must be between the ages of seventeen (17) and twenty-five (25) at the time of their entry.
- At least one member of a group submitting a video entry and all solo entrants submitting individual videos are required to have an account at any Servus Credit Union location in Alberta.
- Employees, retirees and representatives of the Contest Sponsors and their respective affiliates, subsidiaries, related companies, agents, associates, dealers, representatives, advertising and promotional agencies and members of the immediate families of those employees and retirees or any persons with whom they are domiciled are not eligible to participate in The Contest.
- For the purpose of this Contest, "immediate families" is defined as sibling, spouse, mother, father, grandparents, step-mother/father, brother, sister, son and/or daughter.
- Any entrants who are seventeen years of age at the time of their entry into The Contest and therefore have not reached the age of majority within Alberta, must obtain signed permission from a parent in order to submit an entry into The Contest.
- The Contest Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in The Contest. Failure to provide such proof may result in disqualification.
- All personal and other information requested by and supplied to the Contest Sponsors for the purpose of The Contest must be truthful, complete, accurate and in no way misleading.
- The Contest Sponsors may at any time in their sole discretion disqualify any entrant who: does not meet The Contest eligibility criteria, fails to comply with these rules, attempts to enter the contest in any manner or through any means other than as described in these rules, attempts to disrupt The Contest or attempts to circumvent any of these rules.
- Entries 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 Contest period are automatically void.

### How To Enter

- No purchase or entry fees are required to enter or be awarded a prize offered through The Contest.
- Entrants who meet the conditions as outlined in the sections above are eligible to enter The Contest once during The Contest period by visiting [www.YoungFreeAlberta.com](http://www.YoungFreeAlberta.com) and fully completing an online application form and following the instructions provided, including uploading a sixty (60) to one-hundred and eighty (180) second video.
- Videos submitted should showcase your dance skills/moves in a structured dance routine.
- You will be required to fully complete the online application form including providing your or your group's contact information and your video's unique YouTube URL. Your video, your first name, the first initial of your last name, or your group's full name will be posted at [www.youngfreealberta.com/dancechallenge](http://www.youngfreealberta.com/dancechallenge) for the public to view.
- Each entrant is solely responsible for ensuring that all information submitted is up-to-date and accurate.

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- The chances of winning any Prize offered through The Contest are dependent on the number of votes received during the Voting Phase.
  - Only one entry per person or group 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 Contest are automatically void.
  - Submissions shall not be returned to participants.
  - Visit [www.YoungFreeAlberta.com/dancechallenge](http://www.YoungFreeAlberta.com/dancechallenge) and follow the instructions to apply.
- Video Submission:
    1. Create your video and save it on your computer.
    2. Upload your video to YouTube
      - Go to YouTube at <http://ca.youtube.com>
      - If you are a YouTube member, login and upload your video to your YouTube account.
      - If you are not a YouTube member, follow the instructions to sign up for membership (there is no fee to become a member), and then upload your video to your YouTube account.
      - If you customize your video information, please make sure your **Broadcast Options** are set to "**Public – Share your video with the world**" and your **Sharing Options** for "**Embedding**" is set to "Yes" so that external sites may embed and play the video.
      - Select "Upload a Video," press "Start," and then press "Upload Video"
      - Select your video file from the pop-up window, and click "Open"
      - Title your video and add a description, including "Young Free Dance Challenge" and "your name"
      - Tag your video "YoungFreeAlberta"
    3. Register your entry on the official competition page:
      - Visit [www.YoungFreeAlberta.com/dancechallenge](http://www.YoungFreeAlberta.com/dancechallenge) and complete the online application and follow the directions.
      - You will be required to provide your contact information and your video's unique YouTube URL.
      - Select "Submit".
    4. Get votes! Tell everyone to watch your video on the website during the Vote Phase of The Contest where the general public can vote once for a maximum of their three favourite Young & Free Dance Challenge entries and prizes will be awarded to the three entries that receive the highest number of votes.

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

### Submission Eligibility:

Your video submission must meet all of the following criteria to be eligible for The Contest:

- Be a minimum of sixty (60) seconds in length and a maximum of one-hundred and eighty (180) seconds in length. If your video is more than 180 seconds, we will contact you to ask you to shorten it to 180 seconds to be eligible. No exceptions.
- Contain content that is of a dancing nature. Videos submitted by all soloists and groups, including but not excluded to cheerleading, gymnastics or other sport groups, must contain at least 90% (162 seconds if you are submitting a 180 second video and 54 seconds if you are submitting a 60 second video) dancing moves and steps, and a maximum of 10% kicks, jumps or other athletic moves to be considered eligible to participate in The Contest.
- Be intended for a family audience and therefore not contain, showcase depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity, costumes, music or other content (all as determined by The Contest Sponsors in their sole discretion).
- Not contain, depict or refer to any content which disparages or refers negatively to The Contest Sponsors, The Contest, or any other person or entity (all as determined by The Contest Sponsors in their sole discretion).
- Not conflict with any of The Contest Sponsor's core values, or otherwise be objectionable (as determined by The Contest Sponsors 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.
- Not contain material that infringes another's rights, including but not limited to privacy or intellectual property rights.

To submit a video you will need to:

1. Post your video to YouTube
2. Tag your video 'youngfreealberta'
3. Copy your video's YouTube URL

Your video must:

- Meet all guidelines and criteria imposed by YouTube with respect to videos submitted to YouTube.
- Comply with the other requirements listed below under the "Video Contents" heading.
- Not contain URLs or logos laid over the video footage.
- In the event of a dispute, submissions shall be deemed to be submitted by the authorized account holder of the email address associated with the entry (the "Applicant").

#### **Video Contents**

- Your video submission may be in colour or black and white, and may be enhanced with graphics, special effects or animation.
- The video must meet the technical specifications required for it to be uploaded to, and received by, The Contest Sponsor's website at [www.YoungFreeAlberta.com/dancechallenge](http://www.YoungFreeAlberta.com/dancechallenge).
- By submitting a video entry you represent and warrant that you:
  - Are the original creator of the video;
  - Agree that The Contest Sponsor will not infringe or violate any third party's intellectual property, privacy, personality or other rights when The Contest Sponsors copy, display, edit, modify, transmit or otherwise use that video in connection with The Contest or any advertising.
  - Agree that the video meets all of the eligibility requirements set out in these rules.
  - Agree that the video, all images and ideas submitted with the application are being submitted on a non-confidential basis and may be edited and posted to a website without compensation.
  - Agree that the video and all images contained therein are submitted to The Contest Sponsors for their use and the video, images and ideas shall become the property of The Contest Sponsors upon submission.
  - Understand that submission of the video and any images and content may impact the entrant's legal rights to protect them.
  - Confirm that all trademarks and copyrighted material have been properly acknowledged in the application.

#### **Subject and Participant Releases**

- If a video shows any individual (who is not part of the dance troupe) in such a way that the individual can be recognized, you must obtain written consent from that individual to permit The Contest Sponsors to copy, display, transmit and otherwise use the video, and you must provide The Contest Sponsors the original copy of that consent upon The Contest Sponsor's request.
- Videos that are submitted with inadequate documentation, as determined solely by The Contest Sponsors, will not be eligible for The Contest.

#### **Video Specs**

- Acceptable formats: AVI, MOV or MPG

#### **Other**

- The Contest Sponsors may disqualify any entry if they determine (in their sole discretion) that the submission does not comply with these eligibility requirements or otherwise with these rules.
- Each entry which meets the criteria above and that is submitted into The Contest will automatically be part of the Voting Phase where the general public can vote online for their favourite dance video(s) and the submissions with the most votes will be eligible to win the Prizes as outlined below.

#### **Voting Phase**

The Public Voting will begin at 9:00 a.m. Mountain Standard Time (MST) on February 10, 2011 and run through until 11:00 p.m. Mountain Standard Time (MST) on February 21, 2011. The public may vote for up to three of their favourite video entries by following the instructions on The Contest website. Voting will be open to the general public, but there is a limit of one vote ballot per video entry with a maximum of three votes placed per voter. If the Contest Sponsors discover that an individual has voted more than once for the same video, the Contest Sponsor may disqualify some or all of that individual's votes using the Contest Sponsors' sole discretion.

### Prizes

- One (1) grand prize of four-thousand dollars (\$4,000.00 CDN) will be awarded to the entrant or group who receives the most votes for their video entry during the Voting Phase.
- One (1) second place prize of five-hundred dollars (\$500.00 CDN) will be awarded to the entrant or group who receives the most votes for their video entry during the Voting Phase.
- One (1) third place prize of five-hundred dollars (\$500.00 CDN) will be awarded to the entrant or group who receives the most votes for their video entry during the Voting Phase.

The Grand prize, second prize and third prize will be determined based on the number of votes that an entry receives during the Public Voting Phase of The Contest where the public can vote for their favourite online video at [YoungFreeAlberta.com/dancechallenge](http://YoungFreeAlberta.com/dancechallenge). Members of the general public can place one vote for up to three of their favourite dance videos during the Voting Phase. The video that receives the highest number of votes from the general public will be awarded the Grand Prize. The video that receives the second highest number of votes from the general public will be awarded the second place prize. The video that receives the third highest number of votes from the general public will be awarded the third place prize.

The winners will be verified and then contacted by a Servus Credit Union representative by telephone and/or email on February 23<sup>rd</sup>, 2011. In the event that a winner cannot be contacted within forty-eight (48) hours, despite customary diligent efforts, they will be disqualified and the video with the next highest number of votes will receive the prize. The initial selected disqualified potential winner(s) will have no recourse towards the Contest Sponsors. The winners will be announced publicly at [YoungFreeAlberta.com](http://YoungFreeAlberta.com) on February 25<sup>th</sup>, 2010.

- Each of the prizes will be deposited into a Servus Credit Union Young & Free chequing account for the sole entrant of a dance video or for one member of a dance troupe. It is the full responsibility of the dance troupe member to ensure that the prize is shared with all members of the dance troupe.
- If a potential winner cannot accept the Prize as awarded, his or her entry will be forfeited and another eligible entrant may be selected.
- Any costs associated with accepting the Prize shall be the sole responsibility of the winner.
- An entrant is only eligible to win one of the three prizes awarded.
- Prize must be accepted as awarded and may not be transferred or exchanged. The Contest Sponsor reserves the right to substitute a prize of at least equal or greater value in the event of unavailability, for whatever reason, of the advertised prize.
- Under no circumstances will the Contest Sponsors, their affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies be required to award more Prizes than what is indicated in these Contest Rules & Regulations or award the Prize other than in accordance with these Contest Rules & Regulations.
- The odds of being selected to win one of the prizes is dependent on the total number of eligible entries received and the total number of votes received for entries.
- Eligible entrants as defined above can win a maximum of one (1) of the prizes as outlined above.

In order to be eligible to claim their prize, each person who appears in the winning video entries must:

- Sign a Declaration of Compliance with Rules and Assignment, Release and Indemnity Form, assigning all rights to their submission to the Contest Sponsors, including all copyrights and moral rights and releasing the Contest Sponsors, their affiliates and respective advertising and promotions agencies from any liability in connection with The Contest or the Prizes awarded.
- Produce valid identification and, if requested by the Contest Sponsors, proof of age and photo identification.
- Correctly answer (un-aided) a time-limited, mathematical, skill-testing question to be administered by the Contest Sponsors.
- The Prize will be awarded to the winner upon receipt of the signed and fully completed Declaration of Compliance with Rules and Assignment, Release and Indemnity Form.

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

### License

By entering The Contest, you irrevocably and exclusively assign all copyright, without limitation of time, place, medium, support or language, in the video to The Contest Sponsors and waive all legal and moral rights to the video in favour of The Contest Sponsors. Accordingly, you acknowledge that The Contest Sponsors 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 Contest Sponsors also have the right to (but

are not required to) use your name, image, likeness, age, in credit along with the video. You confirm that you (and/or your group) are the sole author(s) of the video and that you own all rights to it and are able to fully assign all rights to The Contest Sponsors as contemplated above. You agree to compensate The Contest Sponsors should any claims arise out of the use of the video by The Contest Sponsors.

### **Conduct**

By participating in The Contest, each entrant agrees to be bound by The Contest Rules & Regulations, which will be posted and available at [www.YoungandFreeAlberta.com/dancechallenge](http://www.YoungandFreeAlberta.com/dancechallenge). Entrants further agree to be bound by the decisions of The Contest Sponsors, which shall be final and binding in all respects. The Contest Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating The Contest Rules & Regulations; (b) tampering or attempting to tamper with the entry process or the operation of The Contest; (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 website or interfere with the legitimate operation of The Contest may be a violation of criminal and civil laws, and The Contest Sponsors reserve 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 Contest, you release and agree to indemnify and hold harmless The Contest 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 Contest or receipt or use of any prize.

By participating in The Contest, you further agree to indemnify and hold harmless The Contest 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 Contest Sponsors; or (c) your participation in The Contest.

The Contest Sponsors shall have no liability for any loss or damage of any videos entered in The Contest or for any other loss or damage resulting directly or indirectly from your participation in The Contest. The Contest 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 Contest; (5) electronic or human error which may occur in the administration of The Contest 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 Contest or from downloading any material. The Contest Sponsors will not be liable to you for any indirect, special, consequential, or punitive damages in connection with The Contest or these Rules and Regulations.

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

By participating in The Contest, entrants: (a) grant to The Contest Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering The Contest, including but not limited to contacting and announcing the recipients; (b) grant to The Contest Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to The Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (c) acknowledges that The Contest Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of The Contest Sponsors in connection with any of the activities listed in (a) and (b) above. The Contest Sponsors 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 Contest 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 Contest Sponsors 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 Contest Sponsors cannot run The Contest 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 Contest) The Contest Sponsors reserve the right to cancel, modify, extend or suspend The Contest. In that event, The Contest Sponsors may determine the winner from among the eligible entries received up to the time of the impairment, or cancel The Contest.

The Contest Sponsors 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 Contest by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other entrants or representatives of The Contest Sponsors. The Contest Sponsors reserve the right to modify or cancel The Contest 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 Contest Sponsors, destroying the integrity of The Contest. No liability or responsibility is assumed by The Competition Sponsors, resulting from user attempts to participate in The Contest or if required, download any information necessary to participate in The Contest.

### **Law**

These Rules & Regulations constitute the complete rules and regulations associated with The Contest. The Contest 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 Contest Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules and Regulations or the rights and obligations as between the entrant and The Contest Sponsors in connection with The Contest 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 Contest 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 Contest Rules and Regulations and disclosures or other statements contained in any Contest related materials, including but not limited to The Contest application 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 Contest Sponsors in relation to The Contest will be final and binding.
- The Contest Sponsors reserve the right to disqualify entrants and/or entries that do not comply with these Rules & Regulations.
- Any inquiries or concerns relating to The Contest should be made in writing and addressed to:  
Young & Free Dance Challenge  
Servus Corporate Centre  
Marketing Department  
151 Karl Clark Road  
Edmonton, AB T6N 1H5