# Legion National Foundation | The Royal Canadian Legion National Youth Remembrance Video Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

## 1. Agreement

Please read these official rules (the "Official Rules") carefully. They contain important information about your rights and obligations, as well as limitations and exclusions that may apply to you if you enter the National Youth Remembrance Video Contest (the "Contest") sponsored by The Legion National Foundation and The Royal Canadian Legion (the "Sponsors"). Any individual under the age of 18 must have the permission of a parent or legal guardian to participate in the Contest. Participation in the Contest constitutes each Participant's, (or if a minor, Participant's parent's/legal guardian's) full and unconditional agreement to these Official Rules and the decisions of the Sponsors, which are final and binding in all matters related to the Contest.

# 2. Eligibility

The Contest is open to all students (including homeschool students) in grades 7 through 12 (Quebec: secondary 1 through 5) in the Canadian school system ("Participant", "entrant" or "you").

If you are under eighteen (18) years of age at the time of entry, you must have the permission of your parent or legal guardian to participate in the Contest. Sponsors reserve the right to request proof of such permission at any period during the Contest.

Employees, officers, directors, agents or representatives of the Sponsors, their parent companies and their respective subsidiaries, affiliates, suppliers of prizes, advertising and promotion agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, the "Contest Parties"), and the immediate family (spouses, parents, siblings and children) of, and/or those living in the same household of each are not eligible to enter.

The Contest is subject to all applicable federal, provincial, territorial, municipal and local laws and regulations. If it is found that a person who does not meet the eligibility criteria set forth in these rules has submitted an entry, that entry will be deemed ineligible. Sponsors reserve the right to verify eligibility requirements. Participation in the Contest constitutes each Participant's, (or if a minor, Participant's parent's/legal guardian's) full and unconditional agreement to these Official Rules and Sponsors' decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void outside Canada and wherever else prohibited by law.

#### 3. Contest Period

The Contest begins at 12:00:01 AM Eastern Time ("**ET**") on September 1, 2023 and ends at 11:59:59 PM ET on December 15, 2023 (the "**Contest Period**").

#### 4. How to Enter

To enter the Contest, Participants must produce an original and unique video on the Contest theme of *Remembrance in Canada* (herein, a "**Submission**").

Submissions can be anything from a short film to an animation, as long it demonstrates Canadian themes of Remembrance.

Submission Examples:

- A short film
- A documentary
- An interview
- An animation
- A re-enactment
- A public service announcement
- A recorded performance or speech

Submissions will be divided by grade level:

- (i) Intermediate Students: Participants in grade 7, grade 8 or grade 9 (Quebec Secondary I, II and III)
- (ii) Senior Students: Participants in grade 10, grade 11 or grade 12 (Quebec Secondary IV and V)

To submit your video, it must first be uploaded to YouTube. You must provide the public, sharable YouTube link when filling out the entry form. To upload your video to YouTube:

- (1) Sign in or create a YouTube account at <a href="https://studio.youtube.com/">https://studio.youtube.com/</a>
- (2) Click the + Create Button and select Upload Video
- (3) Follow the prompts for the upload process, (4) Ensure your video settings include:
  - (i) A video title in the following the format: NYRC 2023 Student Name Video
  - (ii) Audience options set to "Yes, it's made for kids."
  - (iii) Visibility options set to "Public"

Next, visit RemembranceContests.ca (the "Contest Website"), navigate to the Video Contest entry form (the "Entry Form") and follow the instructions to complete the Entry Form and include your Submission link as described above.

The Entry Form will require entrants to provide personal information including: their first and last name, address, email address, phone number, their school's name and address, the name, email, and phone number of their current teacher, and indicate their grade level.

Any Participant under eighteen (18) years of age must have their parent or legal guardian complete the parental permission section of the Entry Form prior to submitting the Entry Form.

A Submission, along with a completed Entry Form (together, an "Entry") must be submitted on the Contest Website by 11:59:59 PM ET on December 15, 2023.

Each Participant is limited to one (1) Entry into the Contest. By submitting an Entry, each Participant (or if under eighteen (18) years of age, their parent/legal guardian) attests to full compliance with these Official Rules and their understanding that personal information collected is subject to Sponsors' Privacy Policy (as further described below).

#### **Submission Guidelines:**

- a) Submissions must be consistent with the Contest theme of *Remembrance in Canada*.
- b) If symbols are used, Canadian symbols shall be pre-eminent. The Poppy Design is a registered trademark of Dominion Command of The Royal Canadian Legion and is authorized for use in video contest Submissions.
- c) Videos may be made by individuals or in a group. Videos made by a group must be uploaded, and credited to, a single group member responsible for submitting. Additional credits can be included when completing the Entry Form.
- d) Submissions must be submitted in English, French or bilingual (English and French).
- e) Submissions must be at least 30 seconds in length and must not exceed two (2) minutes in length.

Non-compliant Submissions will not be considered. Submissions may not:

- a) contain any material produced by artificial intelligence (AI) software or programs;
- b) contain externally sourced materials that are not properly licensed;
- c) contain materials embodying the first or last names or likeness identifying any person without permission;
- d) be indecent, obscene, hateful, offensive, tortious, defamatory, or libelous;
- e) contain material that violates, infringes or otherwise misappropriates the rights of any third party (including trademark rights, copyrights, and rights of publicity);

- f) improperly or incorrectly suggest that Sponsors endorse, or are affiliated with any entrant or any third party;
- g) disparage or demean Sponsors or Contest Parties;
- h) promote alcohol, drugs, tobacco, violence, or firearms/weapons (or the use of any of the foregoing); or
- i) contain material that is unlawful in any way.

Any Submission that violates any of the foregoing restrictions, in the sole discretion of the Sponsors, shall be void and will not be considered in the Contest. Sponsors reserve the right to remove and/or disqualify any Submissions that it finds unlawful, or in violation of these Official Rules, at the sole discretion of the Sponsors. Contest Parties are not responsible for lost, late, stolen, incomplete, inaccurate, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

By participating in this Contest, each entrant (or if under eighteen (18) years of age, their parent/legal guardian) acknowledges, represents and warrants that in addition to the Entry requirements set forth herein: (i) the Entry is an original work, solely created by the entrant, and that all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsor to use the Entry as described in these Contest Rules; (ii) the Entry does not infringe upon the intellectual property or other statutory or common law rights of any third party; and (iii) if applicable, any minor shown in the Entry and the submission of the Entry is made with any required consent of a parent and/or legal guardian of such minor.

By submitting an Entry into the Contest, each entrant (or if under eighteen (18) years of age, their parent/legal guardian) confirms that the entrant (or if under eighteen (18) years of age, the entrant's parent/legal guardian) has obtained all required consent for use and publication of the Entry for the purpose of this Contest, from all individuals who may appear in the Entry being submitted.

#### 5. Judging

All eligible Submissions will be divided into their respective grade level to be judged and scored based on the following judging criteria (the "Judging Criteria"):

- (i) Content & Clarity 40%
  - a. Does the work adhere to the theme of Remembrance?
  - b. Does it convey a clear message or emotion relevant to the theme?
  - c. Does it maintain focus from start to finish?
- (ii) Creativity & Originality 30%
  - a. Does the work grab and sustain interest?
  - b. Is it thoughtful, moving, inspiring and/or impactful?

- c. Does the content of the video feel original or is it presented in an original way?
- d. Does the work appear to be original, produced by the submitting party, for the intent of the contest?
- (iii) Production & Quality 30%
  - a. What is the overall quality of the production considering both visuals and sound?
  - b. Does the work appear thoughtfully made, well planned, and paced?
  - c. Does it run smoothly, free of editing, audio, or technical issues?
  - d. Does it adhere to the time limit?

All Submissions will be judged at the Branch level by a panel of judges appointed by each participating Legion Branch. The Participants associated with the Submissions with the highest scores (up to three (3) at each grade level) will be deemed the Branch finalists (each, a "**Branch Finalist**").

Branch Finalists' Submissions will advance through the next rounds in the Contest and will be judged by a panel of judges appointed by each Royal Canadian Legion Provincial Command. The Participants associated with the Submissions with the highest scores at each grade level at the Provincial Command level will be deemed provincial finalists (each, a "**Provincial Finalist**") and will advance in the Contest to have their Submissions judged at the national level by a panel of judges appointed by the Legion National Foundation.

The Provincial Finalists associated with the Submissions with the highest scores at each grade level will be deemed the Grand Prize winner in their respective grade level.

The Provincial Finalists associated with the Submissions with the second highest scores at each grade level will be deemed the Second Prize winners in their respective grade level.

The Provincial Finalists associated with the Submissions with the third highest scores at each grade level will be deemed the Third Prize winners in their and grade level.

### 6. National Prizes / Approximate Retail Value ("ARV")

- 1) Intermediate Students Category:
- (i) Grand Prize One (1) Grand Prize is available, consisting of (a) \$500, (b) a personalized plaque, and (c) a personalized plaque for winner's educational institution. ARV: \$500.00 CAD.
- (ii) Second Prize One (1) Second Prize is available, consisting of \$250 and a certificate. ARV: \$250.00 CAD.
- (iii) Third Prize One (1) Third Prize is available, consisting of \$150 and a certificate. ARV: \$150.00 CAD.

## 2) Senior Students Category:

- (i) Grand Prize One (1) Grand Prize is available, consisting of (a) \$1,000, (b) a personalized plaque, (c) a personalized plaque for the winner's educational institution, and (d) a trip to Ottawa in November 2024 for Grand Prize Winner and one (1) guest consisting of a parent/guardian or relative of the Grand Prize Winner (each, a "Guest"). Includes a role in Canada's National Remembrance Day Ceremony, an opportunity to meet the Governor General of Canada, travel for Grand Prize Winner and his/her Guest, and accommodation for Grand Prize Winner and his/her Guest. ARV: \$4,990.00 CAD.
- (ii) Second Prize One (1) Second Prize is available, consisting of \$500 and a certificate. ARV: \$500.00 CAD.
- (iii) Third Prize One (1) Third Prize is available, consisting of \$250 and a certificate. ARV: \$250.00 CAD.

Total ARV of all prizes: \$6,640.00 CAD.

#### **Prize Conditions**

The Sponsors, in their sole discretion, reserve the right to substitute prizes of equal or greater value if advertised prizes become unavailable. The Sponsors' determinations regarding the awarding of all prizes are final. No prize substitutions except as provided herein. Prizes are not transferable and may not be given, bartered, sold, or exchanged for cash or another prize, except at the sole discretion of the Sponsors, due to prize unavailability for any reason and then only for a prize of equal or greater value.

All details and other restrictions of the prizes not specified in these Official Rules will be determined by the Sponsors in their sole discretion. Actual value of the prizes under this Contest may be lower or higher at the time of fulfillment, and any difference between actual value and the stated ARV (if actual value is lower than stated ARV) will not be awarded. The Sponsors are not responsible if any element of a prize is delayed, postponed or cancelled for any reason. Prizes are non-transferable, non-refundable, and no substitution or cash redemption will be made except as provided herein at the Sponsors' sole discretion. Sponsors reserve the right, for whatever reason, to substitute a prize (or any component thereof) for one of equal or greater value. Winners must be able to accept the prize as presented or the respective prize will be forfeited in its entirety and an alternate potential winner may be selected for the applicable prize, in the sole discretion of the Sponsors.

By accepting a prize, each winner (or if under eighteen (18) years of age, their parent/legal guardian) agrees to release the Contest Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the Contest or for damages of any kind caused by a prize or resulting from acceptance, possession, or use/misuse of any prize awarded.

#### 7. Winner Notification

Prize winners will be notified between approximately March 15, 2024, and April 30, 2024 using the information provided by each winner (or if under eighteen (18) years of age, their parent/legal guardian) at the time of entry.

**Prize Delivery:** Sponsors will coordinate prize delivery within approximately sixty (60) days after each winner has been verified. For Senior Students Category Grand Prizes: Sponsors will coordinate the trip to Ottawa portion of the prize with each winner (or if under eighteen (18) years of age, their parent/legal guardian) to book the trip in September 2024. The cash portion of the prize and the personalized plaque portion of the prize will be awarded to each Senior Grand Prize winner during the trip to Ottawa in November 2024.

Except where prohibited by law, entry into the Contest and acceptance of a prize constitutes participant's (or if a minor, their parent/legal guardian's) consent and permission to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, each Winner's Entry into the Contest, name, voice, photographs, comments, city and province of residence, and prize won as news, publicity or information and for advertising, public relations and promotional purposes without limitation and additional compensation, notification or permission.

# 8. Limitation of Liability

By participating in the Contest and as a condition of acceptance of any prize, each entrant (or if under eighteen (18) years of age, their parent/legal guardian), their heirs, executors, administrators and assigns, releases, waives, discharges, and holds harmless the Contest Parties from, and against any and all loses, damages, rights, claims, actions, causes of action, personal injury, property damage or death (including without limitation any and all costs and liabilities of any kind, including, but not limited to, lawyer's fees), and including, without limitation, any such arising from any act of negligence of the Contest Parties, that the entrant now has, or may hereafter have against the Contest Parties directly or indirectly resulting from participation of the Contest or the awarding, acceptance, use, or misuse of a prize. Winners assume all liability for any injury or damage caused or claimed to be caused by participation in this Contest or use/misuse or redemption of a prize.

### 9. General

The Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes. Further, the Sponsors are not responsible for incompatibility of Participants' hardware, software or browser technology.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Official Rules shall prevail, govern and control the fullest extent permitted by applicable law.

The Contest Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by the Sponsors on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to Participant's or any other person's computer related to or resulting from participating in the Contest.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THE WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSORS' FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

By participating in the Contest, entrants (or if under eighteen (18) years of age, their parents/legal guardians): (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Sponsors, which are final and binding in all matters relating to the Contest.

Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsors reserve the right to: (i) permanently disqualify, from any Contest they sponsor, any person Sponsors believe has intentionally violated these Official Rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs Sponsors' ability to conduct the Contest). If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsors reserve the right, in their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest, at which time, Sponsors will select the winners as set forth above in *Section 5. Judging & Winner Notification* from among all eligible Entries received at the time of Contest termination.

### 10. Disputes

Except where prohibited, Participants (or if under eighteen (18) years of age, their parents/legal guardians) agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Province of Ontario. All issues

and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

# 11. Privacy

Personal information collected from Participants will be used by the Sponsors to administer this Contest, including to notify potential winners and to fulfill prizes. Personal information collected is otherwise subject to the Sponsors' Privacy Policies, available at <a href="https://lnfcanada.ca/privacy-policy">https://lnfcanada.ca/privacy-policy</a> and <a href="https://www.legion.ca/legal">https://www.legion.ca/legal</a>.

## 12. Sponsors

The Legion National Foundation, 86 Aird Place, Kanata, Ontario, Canada, K2L 0A1.

The Royal Canadian Legion, 86 Aird Place, Kanata, Ontario, Canada, K2L 0A1.

\*Updated: August 9, 2023