

FESTIVAL OF TEACHING STUDENT VIDEO CONTEST

OFFICIAL CONTEST RULES NO PURCHASE NECESSARY

- 1. CONTEST:** The **Festival of Teaching Student Video Contest** (the “Contest”) is conducted and sponsored by The Office of the Provost at the University of Alberta (the “University”) and administered on behalf of the University by the Festival of Teaching Steering Committee (the “FOT”). The Contest is open to University of Alberta (“UA”) students in accordance with the eligibility criteria as set out in these Official Rules. The Contest will take place during November 21, 2011 – February 17, 2012.

- 2. ELIGIBILITY:** To be eligible for the Contest, you must be:
 - (a) A current UA student, who is an Alberta resident, and who is in good standing with the UA, eighteen (18) years of age or older. A “student in good standing” at the UA is as set out in the UA calendar to mean a student who has first class standing, satisfactory standing or marginal standing, provided if a student has marginal standing such student cannot be on probation or the subject of an academic warning (an “Eligible Entrant”).
 - (b) If a group makes the video entry for the Contest, all members of that group must be Eligible Entrants. If any one member of the group is determined to not meet eligibility requirements as set out herein, the video entry will not be admissible.
 - (c) An Eligible Entrant must submit one (1) Entry Submission only.
 - (d) You are not eligible if you do not meet all contest rules, including, but not limited to, copyright laws and content accuracy, as set out in these Official Contest Rules.
 - (e) All decisions regarding eligibility to enter this Contest will be determined by the FOT in its sole discretion. This Contest is void where prohibited by law.

- 3. NUMBER, APPROXIMATE VALUE OF PRIZES AND CHANCES OF WINNING:** For Eligible Entrants, there is one (1) top prize to be won in the Contest, a cash prize of \$250 for each person in the winning group (up to a maximum of 4 people), up to a maximum of \$1000 (the “Prize”). The chances of winning the Prize will depend on the number of Eligible Entrants received in accordance with these rules during the Entry Period as defined herein. The value of the Prize is \$250-\$1000, depending on the number of group members, as further set out in Paragraph 9.

- 4. CONTEST SCHEDULE:** This Contest commences on Monday, November 29, 2011 and closes at 16:30 (Edmonton Time) on Friday, February 17, 2012 (the “Entry Period”). Entry Videos must be received by the FOT before the contest closing time, which is 16:30 (Edmonton Time) on February 17, 2012 (the “Contest Closing Time”) to be eligible to win the Prize. Videos will be reviewed to ensure they comply with the Official Rules, and then posted directly to the Festival of Teaching facebook page (www.facebook.com/festivalofteaching). The top ten (10) videos (the “Selected Entrants”), as determined by a panel selected by FOT, will be re-posted on the Festival of Teaching facebook page and the Festival of Teaching website (www.fot.ualberta.ca) on

Monday, February 27, 2012 until Wednesday, March 7, 2012 at 16:30 (the “Voting Period”). Students and staff will vote on their favourite video(s) by liking the video(s) on facebook, or voting for the video(s) directly on the website. For clarity, the declarations of the Winner of the Contest (the “Winner”) will be subject to the requirements of paragraph 8 and the ultimate decision as to the Winner of the Contest will rest with the FOT, in their sole discretion. The top three (3) videos from the Selected Entrants, as determined by the “Voting Period” will be shown at the opening event of the Festival of Teaching on Monday, March 12, 2012.

5. **HOW TO ENTER:** No purchase is necessary to enter this Contest. To enter, an Eligible Entrant(s) must submit a link to their video addressing the topic “Who is the greatest teacher of all time?” via email to festival@ualberta.ca (the “Entry Submission”) and submit it for receipt by UA before the Contest Closing Time and in accordance with the provisions detailed in these Official Rules. Once submitted, all Entry Submissions become the property of FOT and will not be returned. All Entry Submissions will be reviewed, and any Entry Submissions which are deemed to be late, illegible, incomplete, inaccurate, inappropriate, offensive, plagiarized, subject to copyright or other intellectual property considerations, or which are deemed to not enhance the reputation of the University, will be disqualified. These determinations will be in the sole discretion of FOT, and is final and binding and cannot be challenged.
6. **PRIZE DRAW DETAILS:** If necessary, should the Prize be unclaimed, or should the Winner be unwilling, unable or ineligible to win a Prize as set out in these Official Rules, the Prize will be forfeited and University shall have the right, but not the obligation, to consider an alternative prize winner.

All participants (including without limitation Eligible Entrants and Winner) must comply with these Official Rules. The determination of the Winner by FOT is final and binding. All matters related to the selection of the Winner and the verification of the eligibility of the Eligible Entrants and Winner will be conducted by FOT, or by persons designated by the University in its sole and absolute discretion. All decisions made by FOT in this regard are final and binding and cannot be challenged.

7. **NOTIFICATION:** UA will announce the Winner from the Selected Entrants at the opening event of the Festival of Teaching on March 12, 2012, as described in paragraph 4. The Winner does not need to personally be in attendance at the event in order to be declared the Winner and claim the Prize, as long as they have someone represent them at the event. If the Winner is not in attendance, FOT will contact the Winner using the information provided on the Contest Entry Form. If the Winner does not claim the Prize by March 17, 2012, the University shall have the right, but not the obligation, to select an alternative Winner.
8. **DECLARATION OF WINNER:** An Eligible Entrant will not be declared a Winner of the Contest until:

- (a) The FOT has determined that the Winner is an Eligible Entrants pursuant to these Official Rules;
and
- (b) The Eligible Entrants correctly answer a skill-testing question as set out in these Official Rules.
- 9. PRIZES:** There is one (1) Prize in this Contest, being a cash prize of \$250 for each member of the winning group, up to a maximum of \$1000. Individual cheques will be made out to each member of the winning group (up to a maximum of 4 people). A group member is defined as a student who signs his/her name on the Entry Form.
- 10. SKILL TESTING QUESTION:** To win the Prize, the Eligible Student Entrants must correctly answer unaided, the mathematical, time-limited, skill-testing question as follows: 60 multiplied by 4 divided by 6 minus 15 = _____ prior to being declared the Winner.
- 11. CONTEST MODIFICATION OR CANCELLATION:** The University reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify, suspend or extend the Contest in any way, if it determines, in its sole discretion, that the Contest is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including without limitation, computer viruses, glitches or printing or production errors) have destroyed or severely undermined the proper conduct, integrity, and/or feasibility of the Contest. In the event the University is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man made epidemic or health or other means, earthquake, explosion, labour dispute or strike, act of God or public enemy, riot or civil disturbance, terrorist threat or activity, war or any federal, provincial or local government law, order, or regulation, public health crisis, the order of any court or jurisdiction, or by any other cause not reasonably within the University's control (each a "Force Majeure" event), then subject to any governmental approval which may be required, the University shall have the right to modify, suspend, extend or terminate the Contest.
- 12. PARTICIPATION:** Participation in this Contest constitutes an agreement by each participant to comply with these Official Rules.
- 13. DISQUALIFICATION:** It is the participant's responsibility to ensure that he/she has complied in full with all of the conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the Prize for any reason prior to award, such potential winner will be disqualified and, in UA's sole discretion, an alternate winner may be selected. No mechanically reproduced, illegible, incomplete, forged, software generated or other automated multiple entries will be accepted. UA reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering or attempting to tamper with the entry process or the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of this Contest, or

to annoy, abuse, threaten or harass any other person. UA reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

- 14. RELEASE AND INDEMNIFICATION:** By entering the Contest, each entrant: (a) releases and agrees to hold the University and its respective directors, officers, employees, and agents harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, bodily injury and property damage, or any other damage or loss, due in whole or in part, directly or indirectly, to participation in this Contest, any Contest related activity, or from acceptance, possession, use or misuse of any Prize, or participation in any Prize related activity; and (b) agrees to fully indemnify the University and its respective directors, officers, employees, and agents from any and all claims on the part of any third party or parties related in any way and for any reason to the Contest or the Prize including, without limitation, death, and personal or property damage or injury.
- 15. LIMITATION OF LIABILITY:** The University assumes no responsibility or liability for incorrect, damaged, illegible, incomplete, mutilated, spoiled, destroyed, stolen, misplaced, lost, late, misdirected or incomplete Entry Submissions, which may be judged void, any notifications, responses, replies, or for any computer, telephone, hardware, software or technical malfunctions that may occur. The University assumes no responsibility for any theft or destruction or unauthorized access to, or alteration of, Entry Submissions. The University is not responsible for any injury or damage to participants in this Contest.
- 16. PUBLICITY RELEASE:** By entering this Contest, each Eligible Entrant whose Entry Submission is drawn hereby agrees and grants to the University, without further compensation, the unrestricted rights, but not the obligation, to the use his/her name, picture, portrait, likeness, voice, along with his/her address (City and Province) and any statements made by or attributed to such Eligible Entrant in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe, for advertising and promotional purposes in connection with the Contest and other promotions, without further notice or compensation and releases UA from any liability with respect thereto.
- 17. OFFICIAL RULES AND LAWS:** There are the official Contest rules (the "Official Rules"). This Contest is governed by and construed and enforced in accordance with the laws of the Province of Alberta and federal laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the courts of the Province of Alberta. In the event a court determines that this Choice of Law clause is invalid or unenforceable as against an Entry Submission, such Entry Submission will be void. These Contest rules 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 University. These Official Rules, as amended from time to time, will be posted on the Festival of Teaching website at www.fot.ualberta.ca.

- 18. CONSTRUCTION:** 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 in these Official Rules. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the University. Employees of the University are not authorized to modify, amend or waive these Contest Rules.
- 19. PRIVACY:** The personal information requested pursuant to these Official Rules is collected, used and disclosed under the authority of the *Alberta Freedom of Information and Protection of Privacy Act* and will be protected in accordance with Part 2 of that Act. It will be collected, used and disclosed for the purpose of administration of the Contest. Direct any questions about this collection, use or disclosure to: Karen Unger at 780-492-8182.
- 20. INTELLECTUAL PROPERTY:** This section sets out the rights you are granting in relation to your participation in the Contest. (1) The Eligible Entrant is warranting that; (a) the content of the Contest entry is his or her original work, and its content does not contain any material infringing the copyright of others; or, where the Contest Entry is not entirely the Eligible Entrant's original work, the Eligible Entrant has obtained all necessary permissions in writing to grant the rights outlined herein; and (b) where the Eligible Entrant shares co-ownership of copyright in the video submission, he or she has obtained the co-owners written consent. (2) The Eligible Entrant agrees to: (a) licence the copyright in the video to the University on a non-exclusive, world-wide, perpetual, royalty-free basis; and (b) waive his or her moral rights in video entry in favour of the University, and to the extent required by the terms of this agreement, the Eligible Entrant shall retain the right at all times to be acknowledged as the author of the video entry; (3) Further, the Eligible Entrant agrees the University has the entitlement to deal with the Contest Entry as the University sees fit, including in the following manner; (a) the right to reproduce, print, publish, market, communicate and distribute the Contest Entry, or any derivative thereof, in whole or in part, in all formats and all mediums (including electronic media) now known or later devised, for the full-term of copyright, and to authorize third parties to do so; and (b) the right to register copyright in any format in which all, or portions of the Contest Entry is included; (c) the right to edit the Contest Entry to conform to the Official Rules of the Contest as the University sees fit.