

**VANCOUVER ASIAN FILM FESTIVAL'S  
100 STORIES CHALLENGE  
OFFICIAL COMPETITION RULES AND REGULATIONS**

These Official Competition Rules and Regulations, as amended by Vancouver Asian Film Festival (“VAFF”) from time to time (these “Rules”), govern the *100 Stories Challenge* described below. These Rules exempt VAFF and other persons from liability and contain other important provisions. When you or submits an Entry (as defined below), you acknowledge and signify that you have read, understood and agreed to be bound by these Rules. If you do not agree with these Rules, you may not participate in the *100 Stories Challenge*.

**The Competition; Competition Period**

1. The *100 Stories Challenge* (the “**Competition**”) is a competition held by VAFF, a not-for-profit society committed to promote and support filmmakers, writers, musicians and filmmakers of Asian heritage or self-identify as Asian in Canada.
2. VAFF will accept Entries (as later defined), each of which must include a video Pitch (as later defined), starting from 12:00 am PST on July 29, 2019 until 11:59 pm PST on October 18, 2019 (the “**Competition Period**”). Entries received after the Competition Period will not be considered.

**Eligibility**

3. The Competition is open to residents of Canada (excluding Quebec) who have reached the age of majority in the jurisdiction in which they reside and is Asian or part-Asian.
4. Agents, representatives and any other person with decision-making power at VAFF, including, but not limited to, executive and board members, are excluded from the Competition.
5. During the Competition Period, you (the “**Pitcher**”) or any other person on your team (such team, including the Pitcher, the “**Team**”) may submit an entry, either individually or collectively. For the purposes of these Rules, the Pitcher or any member of, and on behalf of, the Team, as the context so applies, shall be referred to as the “**Entrant**”.
6. If an entry is submitted on behalf of a Team, one Team member enters the Competition on behalf of the Team and acts as the “**Team Leader**”. Team Leaders will be the primary contact for the Team and must obtain the consent of all other Team members before entering the Team in the Competition. Submission of the Entry by the Team Leader shall constitute such consent.

**Pitch Requirements and Rights**

7. The Entrant will, through conversation with an elder or family member (“**Story Provider**”), uncover unique Asian Canadian stories based on true family stories (the “**Story**”).
8. Based on the information provided to the Pitcher from the Story Provider, the Pitcher will submit a 60-second video detailing such Story (collectively, the “**Pitch**”) in the third person voice. In connection with each Pitch, the Entrant shall also submit a logline and a brief written synopsis of the Pitch. The video must be between 30 to 90 seconds in length.

9. The Story contained in the Entry, including its concept, idea, content and theme, must be based on the material and content communicated to the Pitcher by the Story Provider and not copied, derived, adapted or otherwise based in whole or in part on any third party material. Notwithstanding the foregoing, the Pitch may contain third party material or content, including, but not limited to, music, clips, excerpts or footage with the express, prior written license or consent from such third party.

10. A Pitch shall not contain, refer to, or include, as determined by VAFF in its sole and absolute discretion: (1) any vulgar, unsuitable, offensive, defamatory or inappropriate content; (2) any virus or other component intended to interfere in any manner with the operation of the Competition; (3) material that infringes or violates the rights of any third party, including without limitation, rights of publicity or privacy, moral rights, or any other intellectual property right; (4) material that is subject to any third-party agreement; (5) material that will require VAFF to pay or incur any costs or liabilities to any person or entity for VAFF's use of the Pitch; or (6) material that embarrasses or adversely affects VAFF, its name, reputation or goodwill. For greater certainty, if the Pitch is represented by or associated with, as applicable, subject to any rights of any other third party, the Pitch does not qualify. VAFF reserves the right to disqualify any Pitch in its sole and absolute discretion.

11. The Pitch or any other aspect of the Entry cannot be modified, changed or substituted once the Entry has been submitted.

12. The Entrant declares that the Entry (which includes the Story as well as all information provided in connection therewith) is true to his, her or their knowledge, accurate and legal, particularly with regard to third-party rights including copyright, rights to image, reputation and privacy, the *Criminal Code* (Canada) and any other applicable laws.

13. The Entrant represents and warrants that: (i) the Entrant holds all required rights and authorizations to the Story and the Pitch; and (ii) the Entrant has obtained the consent from any and all persons appearing and/or performing in the Pitch and all authorizations required to grant the license specified herein to VAFF; and (iii) if the Entrant is a member of a Team, the Entrant has obtained the consent of all other Team members before entering the Team in the Competition.

14. By submitting an Entry (which includes the Story), the Entrant grants VAFF, its agents and their related competition organizers and agencies a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, fully-paid, sublicensable, transferable and worldwide right and license (but not the obligation) to publish, reproduce and distribute anything contained in the Entry (including the Story) in all media, in whole or in part, on all digital platforms, and by any other means of communication controlled or authorized by VAFF, but only for use in or in connection with the Competition (including, without limitation, publishing the Story together with the entrant's name and community on the Facebook page or other online page for the Competition for voting by the general public), including, without limitation, for any advertising or promotional purposes in connection with the Competition, or VAFF, without any form of compensation to such Entrant, and the Entrant waives in favour of VAFF, its agents and their related competition organizers and agencies any moral rights in connection with the foregoing (collectively, the "**Granted Rights**"). Subject to the foregoing and applicable law, the Entrant retains all rights, including ownership of the copyright, to the Story.

15. Each Entrant understands that his, her or their Story may be shared by the Entrant and others on the internet through social media or otherwise and that VAFF is neither responsible for nor can control such redistribution.

16. Stories contained in the Entry must be uploaded on YouTube, Vimeo or any other available video platform and submitted to the link provided below, must be in English. To the extent that the Pitch is not delivered in English, the Entrant shall arrange for such Pitch to be subtitled in English. For certainty, this Competition is not affiliated in any way with YouTube, Vimeo or any other webhosting platform.

### **How to Enter**

17. In order to be eligible for and participate in the Competition, Entrants must submit during the Competition Period an online entry form (each, an “**Entry**” or collectively, the “**Entries**”) by visiting the *100 Stories Challenge* website at [VAFF.org/100storieschallenge](http://VAFF.org/100storieschallenge) and accurately completing all mandatory fields (including attaching the Story in the permitted filetype). All Entries must comply with the requirements of these Rules. Non-compliant Entries may not be acknowledged by VAFF.

### **How Winners are Selected**

18. All Stories will be judged by, and THREE (3) successful Entrants (the “**Selected Entrants**”) determined by, a panel of judges (the “**Panel**”) comprised of VAFF or persons/judges selected by VAFF. Such determinations are at the sole discretion of those applicable persons and are not subject to any review or appeal. The submissions will be judged based on the quality of the story, any supporting material, including, but not limited to, any news articles, photographs and audio recordings, in addition to the overall originality of the Story, unless otherwise determined by VAFF at its sole and absolute discretion. The Panel will choose THREE (3) winning Stories. The Panel is under no obligation to accept substitutions or alterations to Stories.

19. Each Winner must be available November 8-10, 2019 to present his, her or their Entry to a live audience at a VAFF23 event. The presentation will be between five (5) and fifteen (15) minutes and will include the Winner’s Pitch and insight as to how the Winner discovered the Story.

20. The placements, first, second, and, third, of the final 3 Entrants will then be awarded the prize after all the Entrants have presented their Pitch and Story.

### **Prize and Related Matters**

21. Subject to these Rules, THREE (3) prizes are available to be won by Entrants (collectively, the “**Prizes**” and each, a “**Prize**”) in the amounts of CAD\$1,000, CAD\$500 and CAD\$200, for first, second and third place, respectively. There is no further award or prize. Each Entrant understands that, in accordance with these Rules, Prizes must be accepted as awarded without substitution and are not transferable. VAFF reserves the right to, at its sole discretion, substitute an alternate prize. In the event that the Prizes cannot be awarded for any reason as determined in the sole discretion of VAFF, the Prize(s) will be forfeited unless otherwise determined by VAFF in its sole discretion.

22. In order for a Selected Entrant to be declared the winner of a Prize (each a “**Winner**”), the Selected Entrant must each comply with the following conditions (the “**Final Conditions**”):

- (i) VAFF will send the Selected Entrants a declaration and release form (the “**Declaration and Release**”) whereby each of the Selected Entrants will acknowledge and confirm, among other things, that such Selected Entrants: (i) are eligible for the Competition; (ii) have complied with these Rules; (iii) accept the

Prize as awarded, (iv) grant to VAFF the Granted Rights; and (iv) release VAFF and any organization participating in the award of the Prize or the Competition and their respective personnel from any and all liability for any harm, accident, loss or prejudice related to the Competition, the Story, the Pitch, the Prize or the use of the Prize. The completed and executed Declaration and Release must be returned within three (3) days following its receipt by the selected Entrant, failing which the Selected Entrant will be disqualified and the Prize forfeited.

- (ii) On request, the Selected Entrants will provide to VAFF valid proof of identity, age and residence.

23. Failure by a Selected Entrant to comply with these Rules, as determined by VAFF in its sole discretion, may result in a forfeiture of the Selected Entrant's Prize. If a Selected Entrant does not comply with these Rules, VAFF, at its sole discretion, may select another Selected Entrant.

24. Winners agree that VAFF may share the Winner's Story with various persons in the music or television/film industry (the "**Industry Personnel**") in accordance with these Rules. VAFF does not guarantee: (i) the number of Industry Personnel that such Story will be shared with; (ii) that any Industry Personnel will develop or produce such Story; or (iii) that any of the selected Stories will be selected for use in any film, television or other project. VAFF will not be responsible for any agreements between author(s) of Story and third parties (including, but not limited to, any Industry Personnel).

25. All Prizes will be awarded to the name(s) as they appear on the Entry form. VAFF assumes no responsibility in regards to ensuring the fair division of credit or any other benefit associated with the Prize between the Entrant and any third party with any rights associated with the Story giving rise to such Prize.

### **Notification of Winners**

26. The Winners will be announced on or around the date of VAFF23 (the "**Announcement Date**").

27. The Selected Entrants will be contacted by email before the Announcement Date and will be asked to provide the information and executed documents to satisfy the Final Conditions. If a selected Entrant does not respond to the notification within three (3) days and/or fails to satisfy and comply with these Rules, that Entrant will be disqualified and VAFF may select a different Entrant in replace of the disqualified Entrant. VAFF is neither responsible for the failure for any reason whatsoever of the selected Entrants to receive notification nor VAFF's failure for any reason to receive the Entry.

### **Consent to Personal Information Collection, Use and Disclosure**

28. By participating in the Competition, the Entrant consents to the collection, use and disclosure of personal information by VAFF for the purposes of administering the Competition and for VAFF to correspond with the Entrant (or in the case of a Team, the Team Leader) on promotions or offers in relation to your Entry in accordance with VAFF's Privacy Policy.

### **Other Matters**

29. VAFF is not responsible or liable for: (a) erroneous, late, incomplete or misdirected Entries, regardless of the cause; (b) failure for any reason whatsoever of a selected Entrant to receive a prize notification; (c) computer, communication, or technical malfunctions or errors of any kind that may occur, regardless of the cause; (d) unauthorized human intervention in any part of the entry process or the Competition; (e) technical or human error which may occur in the administration of the Competition or the processing of Entries; or (f) any damage, loss, harm, injury, cost or expense arising from, connected with, or relating to the Competition or Prize, regardless of the cause or any fault by VAFF or any person for whom they are responsible, and notwithstanding that any of those persons may have been advised of the possibility of the loss or damage being incurred.

30. By submitting an Entry, the Entrant releases, remises and forever discharges Panel members, VAFF and its affiliates, representatives or agents, and their respective directors, officers, employees, agents and representatives (collectively, the “**VAFF Parties**”) from any and all claims, counterclaims, complaints, demands, causes of action, liabilities, and obligations of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute in any way connected with, or which arise directly or indirectly from or relate to the Competition, including without limitation the Prize, the Story and the Entry.

31. VAFF reserves the right to withdraw, cancel, terminate, modify or suspend all or any part of the Competition for any reason, including if VAFF in its sole discretion determines that for any reason the Competition or any part thereof is not capable of being conducted as planned or intended by VAFF or if any fraud, technical failures or any other factor beyond VAFF’s reasonable control impairs the integrity or proper functioning of the Competition or any part thereof, by publishing a notice on VAFF’s. VAFF reserves the right in its sole discretion to disqualify any Entrant found to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Rules or any other offer or in an unsportsmanlike or disruptive manner. Failure by VAFF to enforce any term of these Rules will not constitute a waiver of that provision.

32. By submitting an Entry, Entrants acknowledge that similar situations, characters, plots, conflicts or other Story elements may be demonstrated in more than one Entry and/or in current developments by any VAFF Parties. Any overlap of these or similar elements do not entitle any entrant to any compensation or credit from VAFF or any other VAFF Party. VAFF and all other VAFF Parties shall in no way be held liable for any legal action that results from the submission of an Entry containing any of unlawful or stolen submissions.

33. VAFF is not responsible in any way for any submissions, concepts or ideas submitted to it in connection with the Competition. If for any reason the Competition is not capable of running as planned, VAFF may in its sole discretion and at any time cancel, terminate, modify or suspend the Competition.

34. Each Entrant shall indemnify and save harmless, and each Entrant hereby releases, VAFF and the other VAFF Parties from and against any and all claims, demands, actions, causes of action, damages, liabilities, costs or expenses arising out of or in connection with the submission of Entries, a breach by the Entrant of any of the above warranties, representations or obligations, or any actual or alleged infringement or misappropriation of any third party rights relating to an Entrant’s submission of a Story or otherwise relating to the Competition.

35. **WARNING: ANY ATTEMPT TO INTERFERE WITH THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND VAFF**

RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

36. Entries are void if, in VAFF's sole discretion, they are in whole or in part illegible, incomplete, damaged, irregular, altered, forged, reproduced, mutilated, counterfeit, tampered with, produced in error or obtained through fraud or theft. If for any reason an Entry is confirmed to have been erroneously lost or otherwise destroyed, your sole remedy is to submit another Entry during the Competition Period. No more than the stated number of Prizes will be available. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Rules to be available or claimed, VAFF reserves the right to accept only the stated number of Prizes.

37. These Rules are governed solely by the laws of British Columbia, Canada and any federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Except where prohibited, any dispute between VAFF and the Entrant or any other person arising from, connected with or relating to the Competition, Stories, the Prizes, the use or misuse of personal information provided in connection with the Competition, or any related matters (collectively, "**Disputes**") must be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding a Dispute must be commenced within one (1) year after the Dispute arose, after which time any and all proceedings regarding the Dispute are barred. VOID WHERE PROHIBITED BY LAW.

38. Decisions of VAFF or any of its delegates (including the Panel) regarding any and all aspects of the Competition are final and binding on all Entrants.

39. VAFF may, in its sole discretion, change, supplement or amend these Rules from time to time, for any reason, and without prior notice or liability to you or any other person. In the event of any discrepancy of inconsistency between these Rules and the condition or explanations appearing on or accompanying an Entry or any advertisement with respect to the Competition, these Rules prevail.

Questions relating to the Competition may be directed to [100stories@vaff.org](mailto:100stories@vaff.org).