



## VANCOUVER ASIAN FILM FESTIVAL'S ASIANS IN MUSIC SONGWRITING COMPETITION 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 *Asians In Music Songwriting Competition* described below. These Rules exempt VAFF and other persons from liability and contain other important provisions. When you or your band submits an Entry (as defined below), you and/or your band acknowledge and signify that you have read, understood and agreed to be bound by these Rules. If you or your band do not agree with these Rules, you may not participate in the *Asians In Music Songwriting Competition*.

### **The Competition; Competition Period**

1. The *Asians In Music Songwriting Competition* (the “**Competition**”) is a competition held by Vancouver Asian Film Festival (“VAFF”), a not-for-profit society committed to promote and support filmmakers, writers, musicians and artists of Asian heritage or identify as Asian in Canada and the United States of America. [For this competition, VAFF is considering Asian as East Asian, Southeast Asian and South Asian].
2. VAFF will accept Entries (as later defined), each of which must include a Song (as later defined), starting from 12:00 am PST on June 15, 2019 until 11:59 pm PST on August 15, 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) and the fifty (50) United States, the District of Columbia (excluding Rhode Island and Maine) who have reached the age of majority in the jurisdiction in which they reside and who self-identifies as East Asian, Southeast Asian or South Asian. In the case of a Band (as later defined), at least 50% of its members must self-identify as Asian and, for greater certainty, each Band member must comply with the age requirements as set out in this paragraph.
4. Employees, agents and representatives of VAFF, as well as their immediate family members (brothers, sisters, children, father, mother), their legal or common-law spouse and all persons with whom these employees, agents or representatives reside, whether related or not, are excluded from the Competition.

5. During the Competition Period, you (the “**Artist**”) or your group/band (the “**Band**”) may submit Entries. For the purposes of these Rules, the Artist or the Band (which includes all Band members), as the context so applies, shall be referred to as the “**Entrant**”.

6. One Band member enters the Competition on behalf of the Band and acts as the “**Band Leader**”. The maximum number of Band members that may be named in the Entry is 4 maximum permitted to be included on the submission of Entries on Filmfreeway. Band Leaders will be the primary contact for the Band and must obtain the consent of all other Band members before entering the Band in the Competition. Submission of the Entry by the Band Leader shall constitute such consent.

### **Song Requirements and Rights**

7. The original song composition and lyrics contained in the Entry (collectively, the “**Song**”), including its concept, idea, content, and theme, must be original and not copied, derived, adapted or otherwise based in whole or in part on any third party material. The Song shall not contain third party material or content, including, but not limited to, music, clips, excerpts or footage without the express, prior written license or consent from such third party.

8. Songs shall not contain, refer to, or include, as determined by the 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 or Filmfreeway; (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 Song; or (6) material that embarrasses or adversely affects VAFF, its name, reputation or goodwill. For greater certainty, if the Entrant and/or Song is represented by or associated with, as applicable, a music label or subject to any rights of any other third party, the Entrant must have the consent or license of the label or other third party and the label or other third party must agree in writing that the Entrant may consent to the terms of the Competition. It is Entrant’s sole responsibility for obtaining this consent.

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

10. The Entrant declares that the Entry (which must include the Song as well as all information to be included as part of the Entry form) is true, accurate and legal, particularly with regard to third-party rights including copyright, rights to image, reputation and privacy, the *Criminal Code* and any other applicable laws.

11. The Entrant represents and warrants that: (i) the Entrant holds all required rights and authorizations to the Song; and (ii) the Entrant has obtained the consent from any people appearing and/or performing in the Song and all authorizations required to grant the license specified herein to VAFF.

12. By submitting an Entry (which includes the Song), 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 Song) 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 the Competition (including, without limitation, publishing the Song 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), VAFF’s “Asians in Music Compilation Album” (or another title for such album as determined by VAFF at its sole discretion) or for any advertising or promotional purposes in connection with the Competition, VAFF’s “Asians in Music Compilation Album” or VAFF, without any form of compensation to such Entrant, and the Entrant waives in favour of VAFF any moral rights in connection with the foregoing use of VAFF (collectively, the “**Granted Rights**”). Subject to the foregoing and applicable law, the Entrant retains all rights, including ownership of the copyright, to the Song.

13. Each Entrant understands that its Song may be shared by the Entrant and others on the Internet through social media or otherwise and that VAFF is not responsible and cannot control such redistribution.

14. Songs contained in the Entry must be in MP3 or WAV format, must be in english and must not exceed 5MB or exceed five (5) minutes in length. All Song lyrics must be uploaded in .pdf, .txt or .rtf format and must not exceed 5MB.

15. Songs may be of any genre but must include lyrics (in english).

#### **How to Enter**

16. In order to 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 Filmfreeway website at <https://filmfreeway.com/AsiansInMusic> (click “Submit Music”), accurately complete all mandatory fields (including attaching the Song in the permitted file type) and paying the applicable entry fee (the “**Fee**”), which shall neither be waived nor refunded, as follows:

Early Bird Fee (June 15 – July 15):	<b>USD\$10</b>
Regular Fee (July 16 – August 15):	<b>USD\$15</b>

17. To be eligible for the Competition, an Entry must be received during the Competition Period. Multiple Entries are permitted subject to the requirements of these Rules. All Entries must comply with the requirements of these Rules. Non-compliant Entries will not be acknowledged by VAFF.

#### **How Winners are Selected**

18. All Songs will be judged by, and ELEVEN (11) of the TWELVE (12) successful 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 lyrics, music and overall originality of the Song. The Panel will choose ELEVEN (11) winning Songs, SIX (6) of which will be created by residents of British Columbia, Canada (or, for Bands, at least 50% of its members). The Panel is under no obligation to accept substitutions or alterations to Songs.

19. One (1) of the successful Entrants will be determined by online voting by the general public (the “**Online-Selected Entrant**”) on Facebook or another online platform determined by VAFF. Online voting will commence on a date after the expiry of the Contest Period. All Entrants that comply with

these Rules and who are not otherwise determined to be ineligible by VAFF, for any reason and in its sole discretion, will be entitled to be the Online-Selected Entrant. However, and notwithstanding anything in these Rules, if the Online-Selected Entrant is also a Panel-selected Entrant, VAFF, in its sole discretion, may, without limitation, reduce the number of Winners from TWELVE (12) to ELEVEN (11) or select another Online-Selected Entrant. The rules applicable to the voting process to determine the Online-Selected Entrant (the “**Voting Rules**”) will be posted on VAFF’s website or on a website linked to VAFF’s website during or after the expiry of the Contest Period. Unless an Entrant delivers notice to VAFF (by emailing [aimmusic@VAFF.org](mailto:aimmusic@VAFF.org)) during the period between the posting of the Voting Rules and the day on which the voting for the Online-Selected Entrant commences, submission of the Entry constitutes consent to the Voting Rules.

### **Prize and Related Matters**

20. Subject to these Rules, TWELVE (12) prizes are available to be won by Entrants (collectively, the “**Prizes**”), provided that SIX (6) of the Prizes will be awarded to Entrants residing during the Competition Period in British Columbia, Canada (or, for Bands, at least 50% of its members residing in British Columbia during such period). Each Prize is, and only is, the inclusion of the Entrant’s Song into the “Asians in Music Compilation Album” which album VAFF will send to various persons in the music or television/film industry (the “**Industry Personnel**”). 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 or convertible to cash and are not for resale. 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.

21. In order to be declared the winner of a Prize (each a “**Winner**”), the Panel-selected Entrants (which, in the case of an Entrant that is a Band, all Band members) and, if applicable, the Online-Selected Entrant (such Entrants, the “**Selected Entrants**”) 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) is eligible for the Competition; (ii) has complied with these Rules; (iii) accepts the Prize as awarded, (iv) grants to VAFF the Granted Rights; and (iv) releases VAFF and any organization participating in the award of the Prize or the Competition and their respective employees from any and all liability for any harm, accident, loss or prejudice related to the Competition, 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) The Selected Entrants (or, in the case of a Band, the Band Leader) must correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question, during a pre-arranged, mutually convenient telephone call.
- (iii) On request, the Selected Entrants will provide to VAFF valid proof of identity, age and residence.

22. 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.

23. Winners agree to be part of VAFF's "Asians in Music Compilation Album" and understand that their Song will be sent to Industry Personnel in accordance with these Rules. VAFF does not guarantee: (i) the number of Industry Personnel that will be sent the "Asians in Music Compilation Album"; (ii) that any Industry Personnel will listen to the "Asians in Music Compilation Album"; or (iii) that any of the selected Songs will be selected for use in any film, television or other projects. VAFF will not be responsible for any agreements between author(s) of Song and third parties (including, but not limited to, any Industry Personnel).

24. The odds of winning the Prize depend on the number of valid Entries received for the Competition. There is no maximum number of Entries and no limit to the number of Entries an Entrant may submit, provided that no Song will be submitted more than once to the Competition and that each Entry will be subject to the Fee.

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 Song giving rise to such Prize.

#### **Notification of Winners**

26. The Winners will be announced on or around November 10, 2019 (the "**Announcement Date**") by posting an announcement on VAFF's website.

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 Band, the Band 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: erroneous, late, incomplete or misdirected Entries, regardless of the cause; failure for any reason whatsoever of a selected Entrant to receive a prize notification; computer, communication, or technical malfunctions or errors of any kind that may occur, regardless of the cause; unauthorized human intervention in any part of the entry process or the Competition; technical or human error which may occur in the administration of the Competition or the processing of Entries; or 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 Song, the “Asians in Music Compilation Album” 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 beats, notes, sounds, lyrics or other Song 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 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 on Filmfreeway, 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 Song or otherwise relating to the Competition or the “Asians in Music Compilation Album”.

35. **WARNING: ANY ATTEMPT TO INTERFERE WITH THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND LEIGH 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 applicable federal laws of Canada, 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 you or any other person arising from, connected with or relating to the Competition, Songs, 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 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 or 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.

40. Each Entrant: (a) hereby releases Facebook from any and all claims and liabilities arising from, connected with or relating to the Competition; and (b) acknowledges that the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Filmfreeway. Each Song and related information submitted by Entrants in connection with the Competition are provided to VAFF, and not to Facebook or Filmfreeway.

Questions relating to the Competition may be directed to [aimmusic@VAFF.org](mailto:aimmusic@VAFF.org).