



OFFICIAL CONTEST RULES

PLEASE READ THE FOLLOWING CAREFULLY, AND IF YOU AGREE TO THE TERMS OF THESE CONTEST RULES ("**Contest Rules**"), CHECK THE BOX "I AGREE" WHICH APPEARS ON THE ENTRY FORM.

ENTRY IN THE CONTEST CONSTITUTES ACCEPTANCE OF THE CONTEST RULES. THE CONTEST IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. THIS CONTEST IS VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW.

Holland Bloorview Kids Rehabilitation Hospital ("**Holland Bloorview**") is Canada's largest children's rehabilitation hospital. Holland Bloorview presents Filmpossible ("**Contest**") – a video and photography contest with the theme "bringing visibility to disability". The objective of the Contest is to increase awareness of and promote engagement with the issues of childhood disability and to encourage and celebrate those who advocate for childhood disability by sharing their stories.

1. CONTEST PERIOD AND KEY DATES

- a. The Contest runs from June 21, 2010 to August 31, 2011 ("**Contest Period**").
- b. All times specified in these Contest Rules are Eastern Standard Time ("**EST**").
- c. Key dates are as follows:

Phase	Dates
filmpossible.ca begins accepting entries	June 20, 2011
CONTEST ROUND 1	
Entry Receiving Period (video and photography)	June 20 – August 12, 2011 11:59P.M.
Public Voting Round 1	June 20 – August 21, 2011 11:59 P.M.
CONTEST ROUND 2	
Announcement of finalists for Round Two (picked by Jury)	August 24, 2011 (12:00pm)
Public Voting for finalists	August 24-August 31, 2011 11:59 P.M.
Announcement of ROUND 1 and ROUND 2 Winners Friday, September 2, 2011	

2. INDIVIDUAL ELIGIBILITY

- a. Subject to 2b, the Contest is open to all individuals, who are:

1. legal residents of Canada; and
2. of legal age of majority in their province of residence at the time of their entry, or if a minor, have a parent's or legal guardian's knowledge and consent to enter.

Ages of Majority in Canada for eligible provinces:

- Alberta - 18
- British Columbia - 19
- Manitoba - 18
- New Brunswick - 19
- Newfoundland and Labrador - 19
- Northwest Territories - 19
- Nova Scotia - 19
- Nunavut - 19
- Ontario - 18
- Prince Edward Island - 18
- Saskatchewan - 18
- Yukon Territory - 19

b. The following individuals are not eligible to enter the Contest:

1. residents of Quebec; and/or
2. directors, officers, employees, or agents of Holland Bloorview or Holland Bloorview Kids Rehabilitation Hospital Foundation.

c. Team entries (where 2 or more individuals collaborate on a single video or photography entry) are permitted, subject to the following terms:

1. All language in the Contest Rules referring to singular "entrant" shall be read so as to include the plural "entrants" with respect to team entries and to bind all the members of a team entry to the Contest Rules.
2. All members of a team entry must meet the individual eligibility requirements.
3. Every team entry must identify one (1) individual on the entry form who will act as the contact person for the team for all Contest purposes and communication purposes with Holland Bloorview.
4. If a team entry wins a Prize, only one (1) Prize will be awarded to the contact person identified on the entry form and it is up to team to determine if and how the Prize will be shared. Holland Bloorview assumes no responsibility for dividing Prizes.

3. VIDEO AND PHOTOGRAPHY ELIGIBILITY

a. To be eligible for consideration videos must meet the following technical requirements:

1. LENGTH:
Maximum duration 2 minutes (120 seconds)
2. FORMAT:
NTSC Standard (4:3) or Widescreen (16:9) (we do not accept HD at this time)
3. FILE SIZE: Under 100 MB in size
4. ACCEPTED FILE EXTENSIONS: AVI, MOV, WMV, MP4, MPEG, FLV, 3GP and 3G2b.

b. To be eligible for consideration photographs must meet the following technical requirements:

1. FILE SIZE: Under 5 MB in size
2. ACCEPTED FILE EXTENSIONS: .jpg or .gif

c. To be eligible for consideration videos and photographs must also meet the following content requirements:

1. THEME: Incorporate the theme "bringing visibility to disability"
2. ORIGINAL: Created for the purposes of this Contest – meaning all videos and photography must be entrant's original creation and must not have been copied, in whole or in part, from any other work. An entry does not qualify as "original" if it received a prize (1st prize, 2nd prize, 3rd prize or honourable mention) in filmpossible 2010.
3. IDENTIFIABLE PERSONS: Any individual who is identifiable in the video or photograph (by name, likeness, image, voice, or picture) must be identified on the entry form and must sign a **Release Form**.
4. CREDITS: Credits are not necessary. If used, they should read "Created for Holland Bloorview Kids Rehabilitation Hospital www.hollandbloorview.ca"

d. Videos and photographs will be screened by Holland Bloorview before being posted live on the www.filmpossible.ca site. Videos and photographs are not eligible for consideration in the Contest if in Holland Bloorview's sole discretion and opinion they include foul language, sexual content, falsehoods or misrepresentations that could damage Holland Bloorview or any third party or they contain any material that is obscene, defamatory, threatening, hateful, or encourages criminal offence.

4. ENTRY PROCEDURE

a. The Contest is free to enter.

- b. To enter the Contest and to be eligible to win a Prize, an individual shall:
1. Complete and submit the on-screen Entry Form by providing his/her contact information, including his/her name, address, telephone number, a valid email address for which the entrant is the authorized user, age, level of video or photography experience, information about any individual who is identifiable in the video or photograph;
 2. Entrants who are minors (that is, under the age of majority in their province of residence, for example under the age of 18 in Ontario) must also include contact information for a parent or legal guardian and confirm they have that person's permission to enter (that is, the parent or legal guardian must agree to the Contest Rules on behalf of the entrant);
 3. Keep a copy of the Release Form signed by any individual who is identifiable in the video or photograph (and may be required to submit copies of signed forms to Holland Bloorview);
 4. Read and agree to these Contest Rules;
 5. Meet the individual eligibility criteria;
 6. Agree to the Terms of Release; and
 7. Upload a video or photograph that meets the eligibility criteria to the filmpossible.ca website by following the instructions on the entry page.
- c. Entry by any other means is prohibited.
- d. Multiple entries are permitted to a maximum of five (5) per person.
- e. Entries must be received by Holland Bloorview no later than August 12, 2011 11:59pm.
- f. An entry shall be invalid if any one or more of the following apply:
1. Entrant is ineligible to participate in the Contest
 2. It does not meet the video or photography eligibility requirements
 3. It received a prize (1st prize, 2nd prize, 3rd prize or honourable mention) in [filmpossible](http://filmpossible.ca) 2010.
 4. It is received after August 12, 2011 11:59pm
 5. It did not follow the entry procedure
 6. The entry has not met expectations with respect to protecting rights of any individual who is identifiable in the video or photograph (that is, the entrant does not have signed release forms)

7. It is incomplete
 8. It is garbled or indecipherable
 9. It is found to be copyrighted, protected by trade secret or subject to third party proprietary rights or not belonging to the entrant
- g. Holland Bloorview determines if an entry meets the eligibility requirements and otherwise complies with the Contest Rules.

5. WITHDRAWING ENTRIES

a. Entries may be withdrawn from the Contest at anytime by contacting filmpossible@hollandbloorview.ca. Requests to withdraw from the Contest (and remove the video or photograph from the website once posted) must be sent from the same email address used to enter the contest. It may take up to seven (7) business days to facilitate a request to withdraw and to remove the video or photograph entry from the website.

6. TERMS OF ENTRY

a. By submitting an entry, entrants:

1. Acknowledge they have read, understood and agree to be bound by these Contest Rules and accept them as final and binding in all matters related to the Contest.
2. Grant Holland Bloorview and its Foundation and their successors and assigns a non-exclusive license in perpetuity to use, reproduce, distribute, display and/or perform the entry, in whole or in part (including the video or photograph, the name and address of the entrant, the names, likenesses, photographs, voices and images of all persons appearing in the video or photograph), anywhere in the world and in any medium or format now known or hereafter devised for any reasonable purpose including without limitation for this Contest and for future advertising, marketing, fundraising, promotional material, and recruitment, without compensation and without notice and without consideration, review or approval from the entrant.
3. Waive their moral rights in the entry (that is, allow Holland Bloorview and its Foundation to shorten, re-size, or otherwise edit the entry).
4. Agree that they will not now or in the future be paid by Holland Bloorview for the entry or for granting Holland Bloorview any rights set out in these Contest Rules.
5. Give permission for public voting and broadcasting in connection with the entry.
6. Agree to limit their own use of the entry (including the video or photograph) to purposes consistent with the mission of Holland Bloorview, and will

specifically not use or show or perform the entry in any negative way about disability, childhood disability, or the work and staff of Holland Bloorview.

7. Affirm and warrant the following:

1. Entries are in original form, unpublished and created solely by the submitting entrant for the purpose of the Contest.
2. Permission has been granted to use any third party content (such as writing, poetry, text, graphics, logos, trademarks, artwork, photographs, likeness of any third party, musical recordings, clips of videos, films, television programs or motion pictures etc.).
3. Entries do not contain any material that would violate or infringe upon the intellectual property rights, copyright or right of property of any person or entity.
4. Entrant is the sole author and owner of the copyright of the entry entered into the Contest.
5. All persons who appear in the entry in any identifiable manner (name, likeness, image, voice, or picture) have given the entrant written permission for the inclusion (and if the entry includes an individual under the age of majority, the permission of the individual's parent or legal guardian has also been obtained in writing) and the entrant will keep a copy of signed release forms.
6. Agree to Holland Bloorview's collection, use and disclosure of their personal information to any party with whom Holland Bloorview shares such information for the purposes of administering the Contest.

7. PUBLIC VOTING

- a. All eligible videos and photographs will be uploaded by Holland Bloorview to the www.filmpossible.ca website to be considered for public voting.
- b. First round of public voting will take place between June 20 and August 21, 2011 at 11:59pm ("**Public Voting Round 1**").
- c. Anyone who registers on the www.filmpossible.ca website can vote for their favourite entry or the entry that best meets the judging criteria.
- d. Voting by any other means is prohibited.
- e. Public voting shall be limited to one (1) vote per day per email address per entry during the Public Voting Round 1.
- f. Votes are automatically counted on the website.

g. Holland Bloorview has the right, in its sole discretion, to maintain the integrity of the Contest, including the right to void votes, including but not limited to, for the following reasons:

1. Vote tampering;
2. Fraudulent entry votes (using a redirect link, a disguised link, a fraudulent link, etc.);
3. Technical malfunction of software, servers or internet connection;
4. User(s) recanting their own votes;
5. Technical or content upgrades that render votes incompatible or inconsistent; and
6. Inappropriate conduct in promoting votes (spam, harassment etc.)

8. JUDGING CRITERIA AND PROCESS

a. Holland Bloorview will assemble an internal group to review all entries and will identify up to twenty-five (25) videos and twenty-five (25) photographs.

b. Holland Bloorview has engaged two (2) panels of judges: a photography panel and a video panel. Each panel consists of experts from the media industry and people with an understanding of the issues of childhood disability (the "**Juries**"). A Jury panel will review the twenty-five (25) video entries identified by the internal group and another Jury panel will review the twenty-five (25) photography entries identified by the internal group.

c. Each Jury panel shall review the twenty-five (25) entries and rank them on the following equally weighted judging criteria:

1. Conveyance of the theme "Bringing Visibility to Disability"
2. Crispness of focus and impact of message
3. Quality (e.g. for video entries sound, editing, visuals) and photography (e.g. picture clarity, naturalness*)
4. Originality of subject
5. Overall impression

d. Holland Bloorview encourages young people and amateur filmmakers and photographers to participate in the Contest and the Jury will also take the entrant's age and experience into consideration when selecting the finalists so as not to disadvantage those groups.

e. Each Jury panel may choose up to six (6) finalists from the twenty-five (25) entries reviewed. In the case of multiple entries by one (1) entrant, only that entrant's best entry (most highly rated by the Jury) is eligible to advance the entrant as a finalist.

9. FINALISTS AND FINAL PUBLIC VOTING

a. The six (6) video finalists and six (6) photography finalists chosen by the Jury will make up the twelve (12) in Round 2.

b. Holland Bloorview will make reasonable attempts to contact all twelve (12) finalists by telephone or email, as provided in the entry form, within two (2) days of the decision of the Jury.

c. Entrants who are not selected as finalists will not be notified.

d. The six (6) finalist videos and six (6) finalist photographs will be uploaded by Holland Bloorview to the www.filmpossible.ca website to be considered for public voting before noon (12:00 PM EST) on August 24, 2011.

e. Second round of public voting will take place between August 24 at noon (12:00pm) and August 31, 2011 at 11:59pm ("**Public Voting Round 2**").

f. Anyone who registers on the www.filmpossible.ca website can vote for their favourite entry or the entry that best meets the judging criteria.

g. Voting by any other means is prohibited.

h. Public voting shall be limited to one (1) vote per day per email address per entry during the Public Voting Round 2.

10. WINNERS

a. The odds of winning depend on the number of valid entries to the Contest.

b. Public Voting Round 1: The three (3) entries (either video or photograph) with the most votes after Public Voting Round 1, regardless of whether the entry is selected by a Jury for Public Voting Round 2 will be declared the winners of Public Voting Round 1 and given Visibility Awards. Visibility Awards are awarded solely for the highest number of votes because by securing the highest number of votes, "visibility" was brought to an entry. The winners of Public Voting Round 1 will be ranked from First Place to Third Place based on the number of votes they received. NOTE: Winning Public Voting Round 1 does not necessarily secure an entry a place in Public Voting Round 2, which is determined by the Jury panels.

c. Holland Bloorview will make reasonable attempts to contact the winners of Public Voting Round 1 by telephone or email, as provided in the entry form, within **one (1) week** of the close of the Public Voting Round 1. If a selected winner does not respond within **one (1) week** of being selected, that selected entrant shall be disqualified and shall not receive a Prize.

d. Public Voting Round 2: The three (3) videos and the three (3) photographs with the most public votes as of August 31, 2011 at 11:59 will be declared the winners of Public Voting Round 2. The winners of Public Voting Round 2 will be ranked from First Place to Third Place in each category of video and photography based on the number of votes they received. There will also be three (3) honourable mentions for video and three (3) honourable mentions for photography.

e. Holland Bloorview will make reasonable attempts to contact the winners by telephone or email, as provided in the entry form, within **one (1) week** of the close of the Public Voting Round 2. If a selected winner does not respond within **one (1) week** of being selected, that selected entrant shall be disqualified and shall not receive a Prize.

f. If, as a result of an error relating to the entry process, Jury decision making, Public Voting Round 1 or Public Voting Round 2, or any other aspect of the Contest, there are more selected winners than contemplated in these Contest Rules, Holland Bloorview reserves the right to award Prizes at its sole discretion.

11. PRIZES

a. Please note that all cash prizes have been generously donated by our sponsors.

b. Round 1 Prizes: Awarded at the end of Public Voting Round 1 to the entries with the highest number of public votes:

1st Place Cisco Visibility Award - \$1000

2nd Place Cisco Visibility Award - \$700

3rd Place Cisco Visibility Award - \$300

c. Round 2 Prizes: Awarded at the end of Public Voting Round 2 to Jury-selected video and photo finalists with the highest number of public votes

Video Prizes:

1. 1st Place Prize – \$5000
2. 2nd Place Prize – \$1000
3. 3rd Place Prize – Apple iPad 2 with Wi-Fi (16 GB), generously donated by Gemsbok Technologies, valued at \$519.00.

Photography Prizes:

1. 1st Place Prize – \$1000
2. 2nd Place Prize
 - a. Iron Horse Mountain Bike, generously donated by Sportchek, valued at \$399.00.
 - b. Gift package of prizes furnished by Black's Photography, Starbucks, and The Keg (total estimated value of \$200).

3. 3rd Place Prize – Apple iPod touch (8GB), generously donated by Gemsbok Technologies, valued at \$249.00.

d. Prize values are in Canadian dollars.

e. Prizes must be accepted as awarded, and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Holland Bloorview. Any unused portion of a Prize shall be forfeited and have no cash value.

e. Holland Bloorview reserves the right, in its sole discretion, to substitute a prize of equal or greater value if any Prize (or any portion thereof) cannot be awarded for any reason.

f. Shipment of the Prizes shall not be insured, and Holland Bloorview shall not assume any liability for lost, damaged or misdirected Prizes.

12. CONDITIONS OF WINNING AND RELEASE

a. To be declared a winner, selected entrants shall be required to execute a legal agreement and release (“Release”) that confirms the winner’s:

1. Eligibility for the Contest and compliance with these Contest Rules;
2. Acceptance of the Prize as offered;
3. Release of each of Holland Bloorview and its Foundation and their directors, officers, employees, and agents, including the Jury, sponsors and promotional partners (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties; and
4. Agreement to grant to Holland Bloorview and its Foundation and their successors and assigns the unrestricted right, in their discretion, to use, reproduce, distribute, display, perform, publish, broadcast, communicate by telecommunication, adapt, post on the internet and otherwise use or re-use the winner’s name, photograph, likeness, voice, biography and video, in any and all media now known or hereafter devised, in connection with the Contest and its promotion and exploitation.

b. The executed agreement and Release must be returned within five (5) business days of the date the winner receives notification (by phone call, voice message or email) that they have been selected as a winner. Should the winner fail to return the agreement and Release within such time, the winner shall be disqualified and shall forfeit the Prize. An alternate winner may be selected by the Jury from the remaining finalist videos and photographs.

13. ANTI PIRACY PRECAUTIONS

Holland Bloorview will take reasonable anti-piracy precautions. No duplication or loaning of video or photography entries by Holland Bloorview is permitted without the entrant's written permission.

14. RELEASE AND INDEMNIFICATION BY ENTRANT UPON ENTRY

a. By entering the Contest, the entrant releases and agrees to hold the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify the Releasees from any and all claims by third parties relating to the Contest, without limitation.

b. By submitting material to Holland Bloorview, entrants release Holland Bloorview from any and all risks and liability in the event of theft or breach of copyright of entrants' materials.

15. LIMITATION OF LIABILITY

a. Holland Bloorview assumes no responsibility or liability for:

1. lost, late, unintelligible, illegible, falsified, damaged, misdirected or incomplete Contest entries, notifications, responses, replies or any Release;
2. failure of an entrant to obtain the permission of and release of any individual who is identifiable in the video or photograph;
3. any computer, online software, website, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry;
4. any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest;
5. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries;
6. lost, damaged or misdirected Prizes;
7. any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing; or

8. any injury or damage to the entrant or to any computer related to or resulting from participating or downloading materials in this Contest.

b. Holland Bloorview will not be responsible for lost, delayed or damaged entries, for any website failures during the contest, for any technical problems or malfunction in any network, servers, access providers, computer equipment, failure of email traffic on the internet or website or any combination thereof, including injury or damage to an entrant's or any other person's computer related to, or resulting from accessing, playing or downloading any material in the promotion.

c. The entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize.

16. CONDUCT

a. By entering the Contest, each entrant agrees to be bound by the Contest Rules, which will remain posted at the Contest website at www.filmpossible.ca throughout the Contest Period.

b. The entrant further agrees to be bound by the decisions of Holland Bloorview, which shall be final and binding in all respects.

c. Holland Bloorview reserves the right, at its sole discretion, to disqualify any entrant found to be:

1. violating the Contest Rules;
2. tampering or attempting to tamper with the entry process or the operation of the Contest website; and/or
3. acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

d. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, HOLLAND BLOORVIEW RESERVES THE RIGHT TO SEEK REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

e. Winners must at all times behave appropriately when taking part in the Contest and observe the Contest Rules.

17. PRIVACY / USE OF PERSONAL INFORMATION

a. By participating in the Contest, an entrant grants to Holland Bloorview and its Foundation the right to use his/her name, contact information (including mailing address, telephone number, and email address) ("**Personal Information**") for the purpose of administering the Contest, including, but not limited to, contacting and announcing the winners and promoting the Contest.

b. Holland Bloorview will use the entrant's Personal Information only for identified purposes, and will protect the entrant's Personal Information.

c. An entrant may also opt-in to allowing Holland Bloorview or the Holland Bloorview Kids Rehabilitation Hospital Foundation (or both) to use his/her Personal Information to contact him/her for educational, marketing and fundraising purposes relating to Holland Bloorview.

d. For more information about how Holland Bloorview protects privacy, please see the Holland Bloorview Privacy Policy available at <http://www.hollandbloorview.ca/about/policies/privacystatement.php>

18. 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 Holland Bloorview or Holland Bloorview Kids Rehabilitation Hospital Foundation. 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.

19. TERMINATION AND MODIFICATION OF CONTEST RULES

Holland Bloorview may modify the Contest Rules at any time in whole or in part without prior notice.

In the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of Holland Bloorview, such as infection by computer virus, bugs, tampering, unauthorized intervention, war or terrorism, act of God, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and the Contest's website, Holland Bloorview reserves the right, subject to applicable law, to cancel, modify, terminate or suspend this Contest in whole or in part without prior notice. In such event, Holland Bloorview may select winners for Prizes from among all valid entries received up to such time of cancellation, termination or suspension, at its sole discretion.

20. LAW

These are the official Contest Rules. The Contest is void where prohibited by law. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The 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 Holland Bloorview. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and Holland Bloorview in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.