

## IMAGINING THE FUTURE

### AN ABORIGINAL APPROACH CONTEST

NVIT is seeking submissions from those eligible candidates and creative aboriginal people who can imagine the future in the following areas: economics, politics, community development, international Indigenous world-views, urban culture, the ecology, Aboriginal media, youth culture, personal development, or any science-fiction-envisioned-futures.

#### 1. **ELIGIBILITY:**

To be eligible for this Contest, you must be of Aboriginal descent, be the age of majority in your Province and have lived in Canada for the last 12 months.

#### 2. **OBJECTS OF THE CONTEST.**

The object of the Contest is to encourage people of Aboriginal descent to consider the future, their role in it, and to permit those considerations to be made public by NVIT. The Contest begins on June 1, 2011 and closes at the deadline, which is 11:59 pm on February 28, 2012.

#### 3. **HOW TO ENTER:**

**STEP ONE** - To enter the Contest, fill out the on-line entry form. The submission of the on-line entry form constitutes an "Entry". There is a limit of one entry per person. Only one prize will be awarded per entrant. Entries received online shall be deemed to be submitted by the holder of the email account. Multiple entries by the same person, or from the same email address or from the same person from a different email addresses shall result in disqualification.

**STEP TWO** - Multimedia projects such as short video documentaries, comic books, fictional short stories, autobiographical narratives, studio recorded original songs, Aboriginal theatre, presentations, academic essays, photo essays and other such media may be used. In order to satisfy the step two requirements, entrants must submit a short (less than 100 words) description of the project, or the intended project, that will be entered. All entries at step two must be accompanied by a waiver, signed by the entrant, and the step two entry will then become the property of NVIT. NVIT will review these submissions and determine eligibility of the entrant to advance to step three.

**STEP THREE** – Step three entries may be submitted in person to either NVIT Campus, or online. By submitting an entry, the entrant grants to NVIT and NVIT will have an irrevocable license to use the entry and its contents in any way NVIT sees fit, including publication, and will not, upon the use of any entry, in any way, incur any further liability or obligation whatsoever to the entrant. Use of an entry does not imply either expressly or by implication that the entrant is a winner. Unintelligible, incomplete, late or garbled entries will be disqualified. Unless indicated, no Entries will be accepted by any other means, including but not limited to regular postal mail.

#### 4. **WINNER SELECTION:**

NVIT will appoint a review panel that will determine a winner or the winners based upon a purely subjective selection criteria. The selection criteria will be determined by the panel at the time, and is not now known by NVIT. The selections made by the review panel are purely the selections of the review panel and are not the decisions of NVIT, its governors, employees or agents. The selections of the review panel are not subject to appeal of any sort. The review panel will determine the Grand Prize winner, and the remainder of the winners in whatever order they will determine will be appropriate. The winning entrants may be required to correctly answer a skill-testing question prior to being deemed a winner and demonstrate that they have complied with all the Contest Rules.

The winning entrants will be notified by phone or email on the date determined by the review panel. They must respond within two (2) business days of being notified. If the winning entrants do not respond in accordance with the Contest Rules or the winning Entrants do not comply with the Contest Rules, he/she will be disqualified and will not receive a prize. Another Entrant will be selected from the remaining eligible entries. A contest organizer will attempt to contact a subsequent winning entrant of his or her winning entry within two (2) business days of such selection and such selection will be otherwise subject to the same conditions as set out in this paragraph.

Neither NVIT nor its affiliates will be responsible for the failure for any reason whatsoever of winning entrants not being able to receive notification or for the winning entrants not being able to respond as prescribed above.

Before being declared a winner, the selected entrant may be required to sign an agreement containing a further release and waiver and confirming compliance with the Contest Rules and acceptance of the prize as offered. The release will be for the purpose of releasing NVIT and its respective subsidiaries, affiliates, employees directors, officers, suppliers, agents, contributors and sponsors and administrators from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest or participating in any prize-related activity or the acceptance, use or misuse of any prize, including without limitation costs injuries, losses and damages 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 arising therefrom. Such agreement and release must be returned within five (5) business days of the notification date indicated on the documents or the selected entrant will be disqualified and the prize forfeited.

#### 5. **PRIZES:**

- a. 1<sup>st</sup> Prize: \$2,000 cash;
- b. 2<sup>nd</sup> Prize: 1,000 cash;
- c. 3<sup>rd</sup> Prize laptop computer

- d. 4<sup>th</sup> Prize ThinkPad

**6. GENERAL CONDITIONS:**

- a. All entries become property of NVIT upon receipt and will not be returned and no correspondence will be entered into except with selected Entrants.
- b. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, NVIT reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- c. Entries are subject to verification and will be declared invalid if they are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

**7. INDEMNIFICATION BY PARTICIPANTS:**

By entering the Contest, each Entrant:

- a. releases and holds harmless NVIT and administrators and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, or participating in any prize-related activity; and
- b. agrees to fully indemnify NVIT and administrators and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all claims by third parties without limitation.

**8. CONDUCT:**

By entering this Contest, Entrants agree to be bound by these Contest Rules. Entrants further agree to be bound by the decisions of the review panel, which shall be final and binding in all respects. NVIT reserves the right, in its sole discretion, to disqualify any entrant it finds to be:

- a. tampering or attempting to tamper with the entry process or the operation of the contest or the contest website;
- b. violating the contest rules;
- c. violating the terms of service, conditions or use and/or general rules or guidelines of any canada.com property or service, or

- d. acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**9. LIMITATION OF LIABILITY:**

NVIT and contest administrators assume no responsibility or liability for lost, late, delayed, misdirected or incomplete entries, notifications, responses, replies, or any agreement and release documents or for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry). NVIT and contest administrators are not responsible for 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 processing of entries in the contest. NVIT assumes no responsibility for 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. NVIT is not responsible for 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. NVIT is not responsible for any injury or damage to entrants or to any computer related to or resulting from participating or downloading materials in this contest. If, for any reason, the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of NVIT which corrupt or affect the administration, security, fairness, integrity or proper conduct of this contest, NVIT reserves the right at their sole discretion to cancel, terminate, modify or suspend the contest.

**10. ON-LINE ACCOUNT HOLDER INFORMATION:**

In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the person to whom a receipt is issued at the front office desk of NVIT at either the Merritt or the Vancouver campus, or the authorized account holder of the e-mail address, submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. Selected entrants may be requested to provide NVIT with proof that they are the authorized account holder of an e-mail address associated with the winning entry.

**11. PRIVACY:**

By entering the contest on-line, Entrant(s) agree to NVIT's use of Entrant(s) personal information as described in NVIT Privacy Policy.

12. These are the official Contest Rules. This Contest is subject to all federal, provincial and municipal laws and regulations. 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 NVIT.

13. **TERMINATION:**

NVIT reserves the right to amend or terminate all or any portion of this contest at any time for any reason without prior notice to any person.