

Village of Dreams Productions presents:

## **“What’s Your Bazaar Memory?” Photo Contest Competition Rules and Regulations**

### **ELIGIBILITY**

- Canadian citizens and permanent residents of Canada are eligible to enter.
- Unfortunately the contest is not open to residents of the Province of Quebec.
- A PDF of the signed “Entry Form” is submitted. For any participant who has not reached the age of majority in his/her province or country of residence, parental or guardian consent is necessary to enter the Contest. In such case an entry will require completion of the parental or guardian consent section of the Entry Form.
- Employees of Village of Dreams Productions Inc., The Ontario Educational Communications Authority (“TVO”), and their respective families are not eligible.
- All works that have been publicly published and/or broadcast are considered not eligible for the competition.

### **CONTENT GUIDELINES**

- Suggested topics can include but are not limited to: People of the Bazaar; Locations within the Bazaar - the Naaz movie theatre or notable shops, restaurants, stalls, sidewalk vendors and other favourite spots; the culture of the Bazaar – events, traditions, rituals and practices representative of Gerrard India Bazaar culture.
- Photographs must have been taken between January 1, 1975 to present day.
- All submitted works must be original and unlicensed works.

### **FORMAT**

- Photographs must be submitted in JPEG or TIFF format.
- Filesize should be 1024 x 768 pixels for landscape, or 768 x 1024 pixels for verticals with a maximum file size of 4 MB each.
- An original or uncompressed file may be requested for contest finalists or winners.

### **HOW TO SUBMIT**

Online only:

- Photographs can only be submitted online via our submission portal.
- Participants must download and fill out the official Entry form.

All submissions must:

- Be accompanied by the official Entry Form with parental/guardian permission, if applicable.
- Participants may submit a maximum of five separate photographs. However only one prize is available for the contest as a whole.
- For each photograph entered, participants must complete a separate official entry form.
- The name of the participant must not appear anywhere on the photograph itself to ensure the objectivity of the jury (the participant’s name does appear on the submission form).

Restrictions:

- All submissions are final: no changes or substitutions are allowed

### **Ineligible Photographs**

- Inappropriate subject matter - offensive materials will not be accepted.
- Photographs not submitted to the correct online location.
- Photographs not submitted in the correct format.
- Photographs submitted without the mandatory submission form or missing mandatory

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information.

- Participants must have all rights to submit the photograph. In particular participant must be or have the authorization of the photographer, as well as all individuals who appear in the photograph (see RIGHTS and HOLD HARMLESS below).

Submission Deadlines:

- Competition opens: October 30, 2016
- Deadline: March 31, 2017 at 5:00 pm (EDT).
- Online submission: all works must be submitted on or before 5:00 PM (ET) on the day of the deadline.
- Participants must verify the exact deadlines on the [villageofdreams.ca](http://villageofdreams.ca) website. Please note that Village of Dreams Productions Inc. is permitted to modify these deadlines at any time.
- Winners will be announced approximately 3 months after the deadline for the competition.

### JUDGING

- Initially, photograph submissions will be screened by an evaluator who ensures the photograph meets the eligibility criteria and adherence to rules and regulations, forming a so called “longlist” of qualified submissions.
- Following initial evaluation, works will be judged anonymously and will be selected by a jury (see below) based on the pictures ability to evoke a sense of time and place, its artistic quality and its overall representation of the Gerrard India Bazaar.
- In particular, the longlist will be adjudged by the jury who will view all the photographs and decide on a shortlist of 5 (the “Finalists”).
- From the Finalists, the jury will again re-rank the photographs to ultimately determine the one winning photograph submission (the “Winner”).
- Evaluators and jurors will be chosen by Village of Dreams Productions Inc., The Ontario Educational Communications Authority, City of Toronto Archives, a program of the City Clerk’s office and the Gerrard India Bazaar Business Association.
- All decisions by the evaluators and the jury are final.

### PRIZES

- Village of Dreams Productions Inc. will offer a cash prize of \$500 to the Winner.
- The Winner will be invited to and is encouraged to claim their prize at the 2017 Festival of South Asia. This prize does not include travel costs to and from the Festival or any other incidental costs related to attendance.
- Village of Dreams Productions Inc. may elect to provide visibility to the Winner and his/her/their work on one or more of its platforms in the form of a photograph and/or bio.
- The prize shall be accepted as is. No substitutions shall be allowed.
- To be proclaimed Winner, participants must meet all the conditions set out in these rules.
- The Winner, or in the case of minors, their parents or guardians, shall be required to sign a declaration, confirming their eligibility, conformity to these rules, the licenses granted, and any representations and warranties set out herein, and a release of Village of Dreams Productions Inc. and Beevision Productions Incorporated, and their respective agents, affiliates, licensees, successors and assigns, as well as their respective directors, officers and employees, from any liability for damage or loss whatsoever, whether arising from the participants' involvement in this competition or from the awarding, acceptance or use of the prize.

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- The Winner's refusal to accept a prize shall release Village of Dreams Productions Inc. its agents, affiliates, licensees, successors and assigns, as well as its respective directors, officers and employees, from all obligations towards the Winner.

### **RIGHTS**

In submitting their photographs, in consideration of being entered in the competition, each participant hereby grants to Village of Dreams Productions Inc. its agents, affiliates, licensees, successors and assigns, the following license(s) in perpetuity (i.e. for the entire term of copyright) free of charge and irrevocably (but for certainty without the obligation to do any of the following):

All participants' whose submissions make the long list (i.e. qualifying submissions):

- The non-exclusive right to reproduce and publish the photograph on the websites and other digital platforms controlled or authorized by Village of Dreams Productions Inc. related to its *Village of Dreams* project (the “Program”).

Winner and finalists:

The Winner and Finalists grant to Village of Dreams Productions Inc. the following licenses which shall be exclusive (for commercial exploitation) to Village of Dreams Productions Inc. its agents, affiliates, licensees, successors and assigns through to March 31, 2018 and non-exclusive thereafter:

- The right to reproduce and publish the photographs in all formats, including on the websites and platforms controlled or authorized by Village of Dreams Productions Inc. related to the Program;
- The right to use or incorporate the photograph(s) in whole or in part, in the Program, any foreign versions of the Program, any “best of” and/or compilation versions of the Program, any sequels including follow-up episodes of the Program (hereafter collectively all referred to as the “Program”); and to use the photographs or authorize others to use the photographs as so incorporated into the Program, in the advertising, broadcast, distribution, exhibition, promotion, publicizing, reproduction and other exploitation of the Program throughout the universe, in perpetuity, in all markets and in all media now known or hereafter devised, including, but not limited to internet and other digital applications and merchandising.
- The right to distribute and publish the photographs or excerpts therefrom, on websites/platforms controlled or authorized by Village of Dreams Productions Inc. related to the Program;
- The right to edit or excerpt the photographs for the purposes of publication, broadcast or promotion as aforesaid.
- For clarity, the licenses granted to Village of Dreams Productions Inc., its agents, affiliates, licensees, successors and assigns are for use in all territories throughout the world;
- Finalists and the Winner, as well as the people accompanying them, or their parents or guardians if the winners are minors, shall agree, if necessary, to have their name and/or picture, including their photograph, and/or their voice used for advertising purposes related to this competition, free of charge.

### **HOLD HARMLESS/REPRESENTATIONS AND WARRANTIES/RELEASE**

- Participants warrant they have photographed the work they are submitting and that they either own all rights to it, or have a license to submit it and grant the rights pursuant to these rules. For certainty, participant represents and warrants that he/she/they are fully

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authorized to grant the rights provided for herein and that he/she/they own or control all right, title and interest in and to the photographs including, without limitation, all copyright in and to the photographs and that Village of Dreams Productions Inc.’s use as permitted herein will not infringe on the rights of any third party.

- Participants hereby indemnify and hold Village of Dreams Productions Inc. its agents, affiliates, licensees, successors and assigns, as well as Beevision Productions Incorporated, harmless from and against any and all claims, loss, damage, costs and other expense arising out of claims, whatever their nature, resulting directly or indirectly from breach of the foregoing representations and warranty, or of any other rules set out herein.
- Village of Dreams Productions Inc. has the right, in its sole discretion, to edit the photographs for use in the Program and to use or incorporate the photographs in the Program or as otherwise contemplated in RIGHTS in any manner of form it decides is appropriate or suitable. Participant hereby waives the benefits of any provision of law known as moral rights of authors, “droit moral” or any similar laws.
- By submitting any works as contemplated herein, participants, and in the case of minors, their parents or guardians, hereby release of Village of Dreams Productions Inc. and Beevision Productions Incorporated, and their respective agents, affiliates, licensees, successors and assigns, as well as their respective directors, officers and employees, from any liability for damage or loss whatsoever, whether arising from the participants’ involvement in this competition or from the awarding, acceptance or use of the prize, or from the exploitation of any of the licenses granted herein.

### **GENERAL RULES**

- By entering, participants agree to abide by the competition rules which shall be applied by Village of Dreams Productions Inc. All its decisions are final and without appeal.
- Should participants make any false statement, they shall be automatically disqualified from the competition. If plagiarism is alleged, the jury shall conduct a reasonable inquiry in the circumstances, and if it determines that plagiarism has occurred, the participant concerned shall be disqualified and shall return the prize money. Such a decision by the jury shall be final and cannot be appealed.
- Village of Dreams Productions Inc., its agents, affiliates, licensees, successors and assigns, as well as Beevision Productions Incorporated as their respective directors, officers and employees, shall assume no liability resulting from losses, delays, mistaken addresses on mail or e-mail received, typographical errors, technical, computer or telephone malfunctions, loss or theft of computer or telephone data, damage to software or computer equipment, fraudulent calls or any other mistake.
- All personal information, such as your name, address, telephone number and email address, is collected solely for the purposes of administering this competition and shall not be used for any other purpose without your consent. By providing this information, you consent to it being used for the stated purposes.
- This competition is subject to all Canadian federal, provincial and municipal legislation applicable, provided participants agree the choice of law in all respects shall be that of the Province of Ontario, and all participants agree to attorn to such jurisdiction. All disputes will be addressed in the Toronto courts.
- Village of Dreams Productions Inc. hereby reserves the right to cancel or suspend the contest at any time, without notice.