



# The CRA Independent Video Producer Award

[www.cra.gc.ca/contest](http://www.cra.gc.ca/contest)

## CRA Independent Producer Award – Legal Terms and Conditions

All contest participants agree to abide by the following terms and conditions and by the decisions of the CRA which are final and binding on all matters pertaining to this Contest. All contestants will be required, at the end of this document to formally agree to these terms and conditions.

### Rights of the CRA in Videos Submitted

All videos submitted will become the property of the CRA. Submission of a video constitutes the provision to the CRA of an irrevocable, non-exclusive right in all rights in the video, without limitation, to all now and hereafter existing common law, statutory and moral rights throughout the world (and regardless of whether or not such rights are now known), and including all rights to use, copy, adapt, sublicense, edit, modify, make derivative works, publish, transmit, distribute, publicly perform, publish, delete or display the content of the video and the video itself, in whole or in part, in perpetuity in any and all media (whether now existing or hereafter devised) without limitation, and without consideration or acknowledgment to the entrant, as well as the unconditional right to use the idea and statements about the video for advertising/publicity purposes without additional compensation, except where prohibited by law.

## Warranty

All contestants represent and warrant that (i) the videos that they submit: are their own original creations and do not infringe any other person's or entity's rights; (ii) they have obtained permission, if applicable, from the people featured in the Video to enter this Contest; (iii) the contestant submitting the idea will not violate any enforceable agreements or understandings they have with any third party.

To the extent that some of the images and/or soundtracks in the video have not been created by me, I represent and warrant that an appropriate license has been obtained from a third party with respect to any third party rights in those images and/or soundtracks to permit the CRA to use those images and/or soundtracks, and that a waiver of moral rights has been obtained from the third party authors.

## YouTube Terms and Conditions

All contestants agree that by using and/or visiting "YouTube.com", including using or visiting "YouTube.com" for purposes of this contest, they are agreeing to [1] the "Terms of Service" as defined in YouTube's "Terms of Use", found at <http://ca.youtube.com/t/terms>. [2] YouTube's privacy notice, found at <http://ca.youtube.com/t/privacy> and incorporated therein by reference, and [3] YouTube's Community Guidelines, found at <http://ca.youtube.com/t/community-guidelines> and also incorporated therein by reference.

## Use of Names and Likeness

Each Contestant who accepts any award will be deemed thereby to have granted to the CRA the right, in perpetuity, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, the name, portrait, picture, voice, likeness and biographical information of each such winner, as well as the winning video, as news and for advertising and promotional purposes without any consideration, except where prohibited by law.

## Disqualification

The CRA reserves the right, in its sole discretion, to disqualify any participant that it determines, in its sole discretion, is ineligible to participate in the Contest. Failure to comply with any of these terms and conditions may result in a participant's disqualification.

## Limitation of Liability

If for any reason, and without limitation, the Contest is not capable of running as planned, the CRA reserves the right in its sole discretion, to disqualify any individual who tampers with the Contest, and to cancel, terminate, modify or suspend the Contest. The CRA 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 to the contest. The CRA is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail to be received by the CRA on account of technical problems or traffic congestion on the Internet or at any Web site, including but not limited to YouTube, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

The CRA takes no responsibility for entries that are incomplete, damaged, misdirected or delayed. Furthermore, the CRA assumes no responsibility for any actions on the part of YouTube, with respect to the removal or elimination from YouTube, of any video posted thereon.

## Indemnity

Every person entering the contest agrees to indemnify and hold the CRA and its employees and agents harmless from any claim or demand, made by any third party due to or arising out of the contest, including the content of any video and text made available pursuant to the contest.

## Amendments

The CRA reserves the right to suspend, cancel, terminate or modify the contest without advance notice, and to thereafter resume the contest, if at all, only at such time(s) and upon such terms and conditions as the CRA deems reasonable under the circumstances.

## Severability

If any one or more provisions of these contest rules, including but not limited to the “Legal Terms and Conditions” portion thereof, are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these contest rules.

## Declaration and Release

All entrants shall submit a signed Declaration and Release and waiver of moral rights attaching to the work(s) which is part of this entry form, with their video entry. By entering, contestants agree to abide by the contest rules and the decisions of the contest organizers, which are final and to the use of their name, photograph and likeness in any form of media for publicity purposes in connection with the initiative and without compensation. Any personal information collected for the purposes of the competition will only be used or disclosed for that purpose and in accordance with the *Privacy Act* of Canada. In providing such information, participants consent to the use of such information as indicated. The odds of being selected will depend on the total number of eligible entries received.

## Agreement to the terms and conditions of our contest

By signing the contest entry form agreeing to the terms and conditions, you are confirming that you have read and agree to comply with the obligations listed in the Terms and Conditions of our Contest.

# Official 2010 CRA Independent Producers Award Contest Application: The Underground Economy: Not Your Problem?

Please complete this form and either mail the signed, completed form to The Underground Economy: Not Your Problem? Video Contest, c/o The Canada Revenue Agency, Public Affairs Branch, 555 Mackenzie Avenue, 4th Floor, Office 4111, Ottawa, ON, K1A 0L5 or fax it to 613-941-0914. This entry form must be sent before May 30, 2010. Please print clearly.

## Information about Your Team (maximum of four participants per team):

- I'm a CRA employee.\*\*
- I've included a copy of my video in wmv format.\*\*\*

### Team Representative

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Age: \_\_\_\_\_

\*Contestant Signature: \_\_\_\_\_

\*Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Team Member 2

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Age: \_\_\_\_\_

\*Contestant Signature: \_\_\_\_\_

\*Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Team Member 3

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Age: \_\_\_\_\_

\*Contestant Signature: \_\_\_\_\_

\*Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Team Member 4

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Age: \_\_\_\_\_

\*Contestant Signature: \_\_\_\_\_

\*Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Video Information

Title of Video: \_\_\_\_\_ YouTube User name: \_\_\_\_\_

YouTube Link to Video: \_\_\_\_\_

Where did you learn about this contest? \_\_\_\_\_

\*Entrants (or their parents or legal guardians if they have not reached the age of majority) warrant by their signature that they have read and understood the Declaration and Release.

\*\*If you have checked this box, you will be judged in the "Employee" category.

\*\*\*This is not mandatory.