

## **MUSIC VIDEO EDITION COMPETITION RULES.**

BY REGISTERING TO SUBMIT A PROJECT FOR CONSIDERATION, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS (the "TERMS").

TELUS Optik™ Local ("TELUS") has developed a digital funding platform called STORYHIVE to award grant funding and distribution to local content creators, and support the creation of locally-produced programming available on TELUS Optik TV On Demand (via TELUS Optik Local / TELUS Community Television).

Through Phase 1 of this online Competition (the "Competition"), participants ("Project Leads" and/or "Teams") submit a multi-media application for a Music Video (a "Project") and with scheduled voting, compete to garner crowd support (i.e. votes) and be eligible for one of 30 available \$10,000 grants (for Alberta and British Columbia residents only) from TELUS to produce their Project (the "Grant(s)" or the "Award(s)") with distribution on TELUS Optik TV on Demand. The 30 finalists from Phase 1 of the Competition then move on to Phase 2 where they will compete for two Top Awards, aimed at providing training and mentorship to elevate careers.

Project Leads will retain the rights to their finished productions, including copyright.

This is a two (2) phase competition for eligible Projects in British Columbia and Alberta (see "Eligibility" section below for details).

### **PHASE 1, March 13 – July 10, 2017**

The 30 winning Projects (the "Top Projects"), in total as determined by a combination of voting results and jury verdict, will be announced within 10 days of the scheduled voting. Each of the winning Project Leads will then go on to the granting agreement process with TELUS to finalize their Grant and deliver their completed Project.

### **PHASE 2, July 10 – August 10, 2017**

Phase 2 continues with the Top 30 Projects, following full technical delivery of the Music Videos. Two projects will be selected and announced following the end of the 2<sup>nd</sup> phase of scheduled voting and jury. These winning two teams (the "Top Awards") will once again go on to the grant agreement process with TELUS to claim their grant. This unique competition empowers the community to support local content creation – connecting ideas, audiences and opportunities. It also encourages mentorship, skills development and real market experience that will allow emerging artists to take their careers to the next level.

## **1. ELIGIBILITY**

### **ELIGIBLE TEAMS**

To be eligible to apply to STORYHIVE and receive a Grant Award, all Projects must be led by an Eligible Team.

Together, the Team and Project make the submission the "Submission". Teams must consist of:

- a. A musical performer or band or their legal representative (the "Musical Artist") who will provide all necessary rights (including synchronization and master use rights) to the song to be used in the Project (the "Music") and potentially distributed on TELUS platforms as part of the Project; and
- b. A video producer (the "Producer") who will lead the production aspects of the Project; and
- c. The "Project Lead" who will act as the primary applicant and accept responsibility for all the applicable rights and obligations under these Terms and, if applicable, under the terms of the TELUS Community Programming Grant Agreement (the "Grant Agreement"). The Project Lead may be the Musical Artist or the Producer.

### **ELIGIBLE PROJECT LEADS**

The "Project Lead" must meet the following eligibility requirements:

- a. Be a user who has signed up on the STORYHIVE platform
- b. Be the age of majority in their province of residence (British Columbia or Alberta) at the time of registration OR older as of the Competition deadline; and
- c. Be a resident of British Columbia or Alberta; and
- d. Be a Citizen or permanent resident of Canada; and
- e. May not be an individual associated with TELUS, including but not limited to the following (the “Excluded Individuals”): the employees, agents and representatives of TELUS or another broadcast distribution undertaking (a BDU) such as Optik TV, TELUS Satellite TV, Shaw Cable, Shaw Direct or any other Canadian Cable or IPTV service provider, or any external partners of TELUS who enter into an agreement with TELUS to assist in any way with this Competition. Notwithstanding the foregoing, excluded Individuals may participate in the submitted Project as a principal artist, a background instrumental or vocal performer, and/or as a member of the music video production crew. For clarity, “employees” include contractors currently working with TELUS or another BDU. Contractors and employees of TELUS or another BDU may participate in the Project, provided they are not the Project Lead.

### ELIGIBLE MUSICAL ARTIST

- a. Musical Artists who are unrepresented, signed to independent labels, have independent management or independent publishing contracts are all eligible to enter.
- b. Musical Artists with direct major label or major publishing agreements are also eligible to enter.

### ELIGIBLE PROJECTS

To be eligible to apply to be a Top Project on STORYHIVE and receive a Grant:

- a. the Project must have a designated Project Lead (Can be the Musical Artist or the Producer)
- b. the Project must have a Musical Artist
- c. the Project must have a Producer
- d. the Project must have a self-identified female in at least one key creative role (Director, Producer, Production Designer, Cinematographer, Editor, Composer, Writer, Musical Artist)
- e. the Project must fall into the following category: Music Video
- f. the Project must be in compliance with all laws, regulations and policies governing content, taste, community reflection and diversity of voices including the Broadcasting Act, [CRTC Best Practice Code](#), and other relevant Canadian codes pertaining to the nature of acceptable content (Please consult the [Canadian Broadcast Standards Council](#) website for further information), and must otherwise qualify for a G or PG rating;
- g. the Project Lead must be able to provide complete, clean, unencumbered chain of title for the Project, must have all the rights, releases and clearances necessary for deployment of the Project on required TELUS Platforms (as that term is defined below) (including synchronization and master use rights for the Music), and must enter into a Grant Agreement with TELUS;
- h. the Project must be a minimum of 2 minutes and a maximum of 6 minutes in length including any and all screen credits (but not including STORYHIVE bumpers and TELUS cards);
- i. the Project must be completed within the approximate two months of awarding (on or before 5:00 p.m. PST on July 10, 2017. **(Note: all budget overages for the Project are the sole responsibility of the Project Lead and the Team)**)
- j. the Project must be in a format that can be delivered for distribution on IPTV and online (i.e. meet [technical requirements](#) for delivery both video on demand and online) **Note: Submitted videos must be in one of the High Definition formats)**
- k. the Project must not have been already started and/or seeking completion funding.
- l. the Project cannot have been previously licensed to a broadcaster or appeared on a major network; and
- m. the Project must either be in English or able to be sub-titled or versioned into English.

Exclusions:

In accordance with CRTC regulations and policies governing content, community reflection and diversity of voices, the following

types of applications and Project material are excluded from eligibility:

- a. Religious or sectarian organizations (except where they represent non-denominational community and support services);
- b. Political organizations and candidates; and
- c. Advocacy or special interest groups.

### **INELIGIBLE PROJECTS**

STORYHIVE does not wish to unduly limit the types of content or applications that it funds, and applicants for all types of Project proposals are encouraged to apply. However, the following content is ineligible for the Music Video edition of STORYHIVE.

- a. Political, and/or issue driven content
- b. Video Game and other applications;

## **2. TOP PROJECT & TOP AWARDS (GRANT DESCRIPTION)**

In Phase 1, a total of 30 Top Projects will be awarded a Grant of \$10,000 CAD and a distribution opportunity. Upon technical delivery and acceptance by TELUS, finished Projects may be featured on TELUS Optik TV On Demand, TELUS website(s), the STORYHIVE website and/or other TELUS platforms (together, the "TELUS Platforms"), including Air Canada's Inflight Entertainment Systems. Project Leads will retain all the rights including copyright to their finished Projects.

In Phase 2, the Two Top Awards, as determined by community voting and a jury, will be announced within 10 days of the end of the scheduled voting. The winning Projects will once again go on to the granting agreement process with TELUS to claim their Top Award.

## **3. HOW TO PARTICIPATE**

There is no fee to participate. Only one (1) Submission is allowed per Project Lead. On the STORYHIVE platform, creative team members may register to join more than one team; however the Project Lead can only lead one Project as the primary applicant in each edition of the Competition.

**STEP 1: SIGN IN + BUILD YOUR CREATIVE PROFILE:** Join STORYHIVE via the SIGN IN page. Once you sign up as a registered user of STORYHIVE, you will be asked to build your profile and be added to our creative directory. You will be asked to provide the necessary information about your skills, experience, required social links and optional sample or demo reel. You can browse the creative directory to view potential creative team members. Please note: **only a user who has signed up as a Project Lead can submit an application for a Grant on STORYHIVE.**

**STEP 2: PARTNER + PITCH + PLAN:** You and your project's other lead (we require a Music Lead and a Video Lead) have from 12:00 p.m. (noon) PST Monday, March 13, 2017 to 12:00 p.m. (noon) PST Friday, April 14, 2017, to complete your Submission (i.e., your multi-media application/pitch package) via your project dashboard. All fields marked with an asterisk (\*) are required:

- Song Title\*
- Band/Artist Title\*
- Why this Artist/Band\*
- Logline\* (enter text, maximum 120 characters)
- About the Song\* (enter text, maximum 350 characters)
- Genre of Music\* (select one from list)
- Target Audience\* (select one from list)
- Target Length\* (enter minutes; minimum 2, maximum 6)
- Grant Ask\* (click on \$10K)
- 60 second pitch video\* (share a YouTube embed link)

- Project song\* (share a SoundCloud link of a full recording of the song to be used in the Project, not a teaser or sample)
- Project box art\* (upload JPEG, PNG; 480 x 688 pixels; maximum 6MB)
- Project title card\* (upload JPEG, PNG; 1920 x 1080 pixels; maximum 6MB)
- Budget\*
- Lyrics\* (complete lyrics are required)
- Detailed Creative Treatment\*

Along with the above required items, you may submit the following content options for jury consideration:

- Technical Treatment
- Community Connections
- Production Design
- Storyboards
- Promotional and Marketing Plan

When you are finished uploading all of your required content items, Project Leads submit the application and will need to ACCEPT THE TERMS OF THE SUBMISSION RELEASE AGREEMENT.

**MODERATION:** Once the intake period closes on April 14, 2017, all Projects will be moderated for eligibility against the aforementioned criteria ("Moderation"). Only Projects that meet the eligibility criteria outlined above will enter jury adjudication. TELUS shall have the sole discretion to determine whether a Project meets the eligibility criteria for the Competition.

**STEP 3: PROMOTE + VOTE:** Eligible Projects will be published and STORYHIVE will open to social voting from April 24th at 12:00 pm (NOON) until May 1st at 12:00 pm (NOON) PST. Community voters will be invited to STORYHIVE to vote on their favourite Projects. Projects will then be moderated again and a period of one week will be given to the web development team to conduct due diligence.

**NOTE ON GAMING / INELIGIBLE VOTING METHODS:**

Any attempt to tamper with the submission or voting process, interfere with these Competition Terms, deliberately damage the Website or undermine the administration, security or legitimate operation of the Competition, in TELUS' sole discretion (collectively referred to as "Prohibited Acts"), may result in disqualifying applicants from this and future Competitions. For further clarity, Prohibited Acts include, without limitation:

- a. One user with multiple Accounts – each user is permitted to have only one authorized STORYHIVE account. Users found to have more than one authorized STORYHIVE account to cast ineligible votes will be automatically disqualified from the Competition.
- b. Use of automated equipment - the use of any automated equipment to participate in this Competition is prohibited.
- c. Use of invalid voting procurement methods – the use of vote acquisition or vote exchange platforms (e.g. [getonlinevotes.com](http://getonlinevotes.com)) is prohibited.

**STEP 4: AWARD + PRODUCE:** Winners will be announced the week of May 11, 2017. If your Project is selected as a Top Project, you will be contacted by TELUS. TELUS will verify the eligibility of your Project Lead and Project and, if applicable, will provide you with a TELUS community programming grant agreement (the "Grant Agreement") for review and signature. Following the full execution of the Grant Agreement and the receipt, acceptance and/or approval by TELUS, in its sole discretion, of any contractual pre-conditions (if applicable), Grant funds will be released in a drawdown schedule as set out therein.

Successful Project Leads/Teams that have completed the Grant Agreement will have approximately 2 months to deliver their finished Projects to TELUS (i.e., on or before 5:00 p.m. (PST) on July 10, 2017, unless otherwise specified in the Grant Agreement).

**STEP 5: DISTRIBUTE + WATCH:** Finished Projects may be made available on TELUS platforms, community screenings and on various social media channels. The Top 30 Projects with their finished music videos then move on to Phase 2 of the Competition.

**STEP 6: PROMOTE + VOTE 2.0:** Phase 2 voting will resume as the Top 30 Projects will be published and STORYHIVE will open for the second round of social voting for 4 days from July 24th at 12:00p.m. (NOON) PST until July 28 12:00p.m. (NOON) PST. Following the voting, Projects will be moderated in accordance with due diligence, similarly to Phase 1. Public voting results will be considered during the jury deliberation, as one component of the winning Project.

**MODERATION 2.0** After final voting, all Projects will be moderated for eligibility against the aforementioned criteria (“Moderation”).

**STEP 7: DELIBERATE + AWARD 2.0:** The two Top Awards will be determined by a jury, who will heavily consider the public voting and social media scores, composed of social media activity, engagement and online views. Following jury deliberation, the two Top Awards will be announced during the week of August 4, 2017. Just as in Phase 1, TELUS will verify the eligibility of your Project Lead and Project and if applicable, will provide you with a TELUS community programming grant agreement (the “TELUS Grant Agreement”) for review and signature. Following the full execution of the TELUS Grant Agreement and the receipt, acceptance and/or approval by TELUS, in its sole discretion, of any contractual pre-conditions (if applicable), Grant funds will be released in a drawdown schedule as set out therein.

TELUS will work with the award winning Project Leads to discuss their Top Awards valued at \$10,000 each. These awards will be aimed at providing training and mentorship to elevate your career.

#### 4. SCHEDULE FOR MAIN EVENTS

Mar 13 - Apr 14	Applications Open	5 Weeks
Apr 14 - Apr 21	Moderation #1	8 Days
Apr 24 - May 1	Online Voting Phase 1	8 Days
May 2 - May 10	Moderation #2 & Jury Deliberation #1	7 Day
May 11	Grant Awards Announced	1 Day
May 11 - Jul 10	Production & Distribution	8.5 Weeks
Jul 10	Delivery	1 Day
July 24 - July 28	Online Voting Phase 2	4 Days
Jul 28 - Aug 9	Moderation #3 & Jury Deliberation #2	12 Days
Aug 10	Top Awards Announced	1 Day

#### 5. VOTING

After Moderation, the website will open up to public voting, during which registered STORYHIVE Creators and the community voters can cast votes to determine their favourite Music Video. A total of five (5) votes will be available at the beginning of each day. Voters may cast a maximum of 1 vote towards one single Project per day.

Voting is subject to change in TELUS’s sole discretion, based on the number of Projects received. Any updates to the voting schedule will be made available on the homepage of the website.

All votes will be calculated algorithmically and used to determine the Voting Results.

## 6. SELECTION PROCESS OF TOP AWARD

Selections will be based on the calculation and combination of the voting results and the jury verdict. To prevent unfair gaming of voting, TELUS will not publish specific data points for any given criteria. Top Projects will be announced the week of May 11, 2017. As for Phase 2, the two Top Awards will be determined by a combination of the 'social score', public votes, and jury deliberation. Although the jury makes the final decision, they will be taking the social score and votes heavily into consideration. The social score is made up of various factors, including social media activity and online views. The Top Awards will be announced the week of August 4, 2017

## 7. CLAIMING TOP PROJECT (SECURING A STORYHIVE GRANT)

In order to claim a Grant:

- a. the Project Lead must supply valid government-issued identification and/or proof of residency;
- b. TELUS must be able to reach your Project Lead by phone or email within fifteen (15) days of the date on which the Submission was selected; and
- c. the process of signing a TELUS Grant Agreement must be completed within a reasonable period of time, as determined by TELUS in its sole discretion

Grant funds will be released in a drawdown schedule as set out in the Grant Agreement. By submitting a Project for consideration, each Project Lead agrees to abide by these Terms. In the event the Project Lead fails to comply with these Terms, TELUS reserves the right to disqualify the Project.

## 8. GENERAL CONDITIONS

TELUS reserves the right, but not the obligation, to verify all submissions. Any attempt to tamper with the entry process, interfere with these Terms, deliberately damage the website or any website or undermine the administration, security or legitimate operation of the Competition, is a violation of criminal and civil laws and TELUS reserves the right, but not the obligation, to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying participants from this Competition and future TELUS competitions.

**Refusal of a Grant.** The refusal by a potential or declared recipient of a Grant to accept the Grant awarded in accordance with the Terms shall release and forever discharge TELUS and its affiliated companies or related companies and their advertising and promotional agencies, contractors and service providers, and their respective shareholders, officers, directors, employees, agents and representatives (collectively, the "Beneficiaries"), from any and all obligations related to the Grant.

**Release.** Each Project Lead and Team members hereby releases and holds harmless the Beneficiaries from any and all liability for any and all damage, loss or liability suffered as a result of or arising from their participation in the Competition.

If you are successful with your Submission, Grant recipients may have their Project broadcast on the TELUS Optik TV On Demand service and will be required to sign a TELUS Optik Local Submission Release Agreement.

**Limitation of Liability.** The Beneficiaries are not liable for faulty computer components, software, or links; the loss or non-existence of communications capability; or faulty, incomplete, incomprehensible, or erased computer or network transmissions that make it difficult, or render a user unable, to use the Website or any Website feature, howsoever caused, the malfunction of, or damage caused to, any telephone or network or lines, computer equipment, data or software, online systems, servers or access providers; the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer "hackers". The Beneficiaries are not liable for any harm suffered directly or indirectly as a result of downloading any Web page or software or transmitting any information related to entry in the Competition. Further, the Beneficiaries assume no responsibility for entries lost, stolen, delayed, damaged or misdirected. The Beneficiaries do not

guarantee access to or non-interruption of the Website during the Competition or that it will be free of any errors.

**Ownership.** A Canadian-controlled company or a Canadian citizen or permanent resident must own: (a) the master recording of the Music featured in the Project; and (b) the Project.

**Consent.** By entering the Competition, each Project Lead and Team member consents to the use by TELUS of their names, city of residence, photograph, voice and/or image for publicity purposes in all media, without payment or compensation.

**Modification.** TELUS reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Competition, in whole or in part, in the case of the occurrence of an event, an error or any human intervention that could corrupt or affect the administration of the Competition as provided in these Terms.

**Impossibility to act due to Force Majeure.** The Beneficiaries shall not be responsible for any damages for a failure to operate the Competition in accordance with these Terms in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Competition, war, riot, insurrection, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.

**Decisions of TELUS.** All decisions of TELUS and/or those of its representatives regarding this Competition are final and binding.

If you have any questions regarding the eligibility of your Team, your Project or the Grants, or would like a hardcopy of these Terms mailed to you, please email us here: [storyhive@telus.com](mailto:storyhive@telus.com)

Please print or save a PDF of these Terms by clicking the button below.

Created: February 10, 2017