

# **WATTS NEXT**

## **RULES, REGULATIONS, TERMS, AND CONDITIONS**

### **(VERSION 2.0)**

*Please note: the Prize Draw Contest Rules and Regulations (section B) have been revised from the original version posted on June 9, 2011. Any ballots that are not chosen in a Bi-Weekly Selection will be re-entered in subsequent Bi-Weekly Selections. Please see Section B, below, for the updated rules and regulations. This change does not affect the Video Competition Rules and Regulations (Section A). While this change did not affect the odds of winning already-completed Bi-Weekly Selections, it will increase the number of ballots from which future Bi-Weekly Selections are made. Please contact OSEA if you have any questions.*

#### **SECTION A : VIDEO COMPETITION**

#### **SECTION B: PRIZE DRAW**

#### **SECTION C: TERMS AND CONDITIONS**

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## **SECTION A**

### **VIDEO COMPETITION RULES AND REGULATIONS**

#### **1. Competition Period**

The OSEA “WattsNEXT?” Video competition (the “Competition”) starts at 9:00:00am EST June 9 2011 and closes at 11:59:59pm EST on Friday September 23, 2011 (the latter being the “Decision Cutoff”). Competition entries may be submitted up to the Decision Cutoff. The Competition is administered by the Ontario Sustainable Energy Association (“OSEA”). No purchase is necessary to enter. Entry in the Competition constitutes acceptance of the terms, conditions and provisions set out in this section A and Section C below (the “Competition Rules”).

First, second and third prizes will be awarded to the three entries that receive the first, second and third highest number of views (as set out in more detail below) respectively and that conform to the Competition Rules. The winners of the Competition will be announced on Saturday September 24, 2011 at the Green Field Day celebration. Additional winners may be chosen if additional prizes are secured.

#### **2. How to Enter**

Eligible individuals or groups of individuals (“Entrants”) may enter the competition by:

- (1) creating a video that conforms to the Competition Rules;

- (2) uploading the video to YouTube; and
- (3) completing and submitting the online entry form [found on the Competition website].

### **3. Content**

Each video should be motivational and inspirational, with clear and relevant content that includes:

- (1) the WattsNEXT video bumper at the beginning of your video entry. The video bumper will be provided on the Competition website;
- (2) a description of at least one Ontario-based energy conservation and/or renewable energy project;
- (3) an illustration of how your community can become more sustainable by increasing energy conservation and sustainable energy production;
- (4) an explanation of why you support the Ontario Green Energy Act and the Feed-in Tariff programs; and
- (5) a demonstration of the benefits to your community from increased energy conservation and renewable energy production.

### **4. Format**

Each video must:

- (1) be in QuickTime/MOV, WMV, MPEG or AVI format;
- (2) be entered in its own online entry form via a link (not embedding) on the online entry form;
- (3) be no shorter than 30 seconds and no longer than 2 minutes in length;
- (4) be uploaded to YouTube; and
- (5) be no larger than 50 MB.

### **5. Prohibited Content**

Videos that contain any of the following content will be automatically disqualified:

- (1) pornographic, racist, illegal or otherwise inappropriate content including profane language, violence, sex or personal attacks on people or organizations;
- (2) content violating copyright or any other laws, including, but not limited to, content that illegally uses brand names or logos other than the WattsNEXT? or OSEA logos;
- (3) endorsements, solicitations, commercials or similar content advocating for or against candidates for office, political issues or commercial products;
- (4) content that is not original; or
- (5) content that has been submitted to another contest.

Videos do not need to be professionally produced. Entrants can use their computers, webcams or any other video tool necessary to get their messages across.

### **6. Winner Selection**

Upon entry, videos will be screened to see if they present accurate information and comply

with the Competition Rules. Videos that do not comply will be disqualified. Disqualification may take place at any point during the Competition.

First, second and third prizes will be awarded to the three entries that receive the first, second and third highest number of views during the Competition (as tabulated by youtube.com). Only views that take place during the Competition at the links provided in the official Competition online entrance form will be counted.

## **7. Prizes**

The prizes to be won include one (1) ten (10) kilowatt solar energy system (the “Solar System”) and two (2) two-thousand dollar (\$2,000) green energy bursaries (the “Bursaries”). The combined value of the prizes available to be won is approximately forty four thousand dollars (\$44,000).

First prize is the Solar System. First prize will be awarded to an Ontario-based incorporated community organization (non-profit, not-for profit, or with charitable status) selected by the Entrant who submitted the first place video. The Bursaries will be awarded to the Entrants who submitted the second and third place videos, or third parties of their choosing.

## **SECTION B**

### **PRIZE DRAW RULES AND REGULATIONS**

#### **1. Prize Draw Period**

The OSEA WattsNEXT Prize Draw (the “Draw”) will involve a series of prize draws (the “Biweekly Selections”) that begins Friday June 24 at 12:00:00pm EST, and ends on Friday September 16<sup>th</sup> at 12:00:00pm EST (the “Draw Period”). The deadline for receiving Draw entries is 12:00:00pm EST every second Friday for the extent of the Draw Period (the “Entry Deadline”). No purchase is necessary to enter. Entry in the Draw constitutes acceptance of the terms, conditions and provisions set out in this section B and section C below (the “Competition Rules”).

A Biweekly Selection will be conducted at 12:00:00pm EST on the Friday after every Entry Deadline for the duration of the Draw. Entry ballots that are not chosen will be re-entered into the Draw for the next, and each subsequent Biweekly Selection (meaning that each Biweekly Selection will be choosing from ballots entered over the Draw Period that have not previously been selected as winning ballots).

#### **2. How to Enter**

Eligible individuals (“Entrants”) may enter the Draw on our website at [www.wattsnext.ca](http://www.wattsnext.ca) in any one of the following ways (all entries will be validated by OSEA staff):

- (1) Follow the instructions on the website to register as a “Supporter” and receive one (1) ballot entry. Entrants may only register as a Supporter once.
- (2) Follow the instructions on the website to “Tell us about a Project” and enter information about a conservation or renewable energy project and receive five (5)

ballot entries for the next Biweekly Selection. Entrants can submit multiple “Tell us about a Project” entries. Each renewable energy or conservation project may be entered only once for the duration of the Draw, meaning that after a renewable energy or conservation project has been entered by one Entrant, it may not be entered by another, regardless of either Entrant’s connection to the renewable energy or conservation project. **The information you disclose will be publically available on the WattsNEXT website.**

- (3) Follow the instruction on the website to submit a video for the WattsNEXT? Video Competition and receive twenty (20) ballots per Video Competition Entrant (which, per Section A, may be a group or individual).

**NOTE: ballots must be used for the Biweekly Selection immediately following their issuance. They may not be banked or used for a later Biweekly Selection, although non-winning ballots will be re-entered under section 1, above. Ballots have NO CASH VALUE.**

### **3. Prize Details & Odds of Winning**

- (1) The prizes to be awarded will vary over the Draw period and will be based on donations made by Draw sponsors. Because the exact prizes are not know, it is not possible to provide an accurate determination of their estimated market value.
- (2) Prizes may not be as shown on the website.
- (3) The odds of winning will be determined by the number of eligible entries received throughout the Draw Period.

## **Section C**

**Terms and Conditions of both the Video Competition and Prize Draw (each contest for the purposes of Section C the “Competition”).**

### **1. Eligibility**

This Competition is open to legal residents of Ontario only. Entrants under the age of thirteen (13) at the time of entry in the competition must have a parent or legal guardian consent to his/her participation. OSEA has the right at any time, at its sole discretion, to request proof of identification and parental consent for Entrants. Proof of identification and parental consent must be provided upon request. If a parent or legal guardian does not provide consent, the entry will be disqualified. Employees, agents and current volunteers of OSEA are not eligible to win, nor is any person with whom any such employee, agent or volunteer is domiciled. Entrants must obtain release forms for all of the people featured in their video. Entrants must provide OSEA with the release forms if requested. Entrants must also be able to, and agree to provide OSEA with an original video file if they win. Entrants who cannot provide release forms for all members or provide an original video file will be disqualified. There is no limit on the number of videos Entrants may submit. To win, selected

Entrants must first have confirmed compliance with the terms and conditions as outlined in this document.

## **2. General Provisions**

By entering the Competition, Entrants agree to abide by these Competition Rules and the decisions of OSEA, which are final. All submissions/prize claim documents become the property of OSEA upon submission, and will not be returned. All material associated with any submission must be original and not infringe upon the rights of any third party. Entrants agree, on OSEA's request, to assign all copyright in the submission to OSEA and to execute a waiver of moral rights and any other required documentation. Entrants agree to indemnify OSEA for any claim, demand, judgment or other allegation arising from their possible violation of someone's trademark, copyright or other legally protected interest in any way. All Entrants agree not to make any commercial use of those portions of their submissions, which use OSEA's logo without prior written approval from OSEA. By entering the Competition, you grant OSEA a perpetual, royalty-free license to use your video or other entry, in any media, for any purpose. You grant OSEA permission to edit, modify, format, or adapt your entry for OSEA's purposes at OSEA's sole discretion. Except for the Solar System, the Bursaries, and Draw prizes, no other compensation in any manner will be paid to Entrants of this Competition for the submission to OSEA or OSEA's future use of the entry in any manner. Entrants who want to remove their video or other entry from the Competition may do so only before the Decision Cutoff or Entry Deadline (as applicable) by requesting in writing that OSEA delete the video or other entry.

## **3. Disqualification**

Entrants found tampering or abusing any aspect of the Competition, or who know that a third party is tampering or abusing any aspect of the Competition and who fail to report such conduct, as determined by OSEA, will be disqualified. Tampering or abusing includes the creation of any system, device, or program that unfairly increases the number of views a video receives beyond the number of views recorded from individual human views of the video or that results in an unfair number of ballots being issued. In the event any portion of this competition is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of OSEA, which, in the sole opinion of OSEA, corrupt or impair Competition administration, security, fairness or submission, OSEA reserves the right, at its sole discretion, to suspend or terminate this Competition, individual entries or Entrants or to amend the official rules of the Competition.

## **4. Litigation**

Any litigation must be commenced in the City of Toronto, Ontario.

## **5. Applicable laws**

This Competition is subject to all applicable federal, provincial and municipal laws.

## **6. Limitations on Liabilities**

OSEA, its affiliates and subsidiaries, advertising and promotional agencies, any judge or judges appointed by OSEA, and in each case their respective directors, officers, owners, employees, agents, representatives, successors and assigns, shall not, in any circumstances whatsoever, be liable for:

- (1) any cost, liability, expense, injury, damage or claim of any kind, arising in connection with the Competition resulting from acceptance, possession or use of any prize including, without limitation, personal injury, death, and property damage and claims based on publicity rights, defamation or invasion of privacy; or
- (2) any incidental, consequential, special or indirect damages, even if they have been advised of the possibility of such damages.

OSEA will not be liable for late, lost, invalid, ineligible, illegible, incomplete, stolen, misdirected or postage due entries or prize claims. No interest will be paid on any cash prizes. All taxes, fees and surcharges on prizes are the sole responsibility of the prize winner. OSEA assumes no responsibility for any problems or technical malfunction of any telephone network, telephone lines, computer online systems, servers, access providers, computer equipment, software or the failure of any entry or prize claim to be received by OSEA on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof.

## **7. Privacy**

By entering this Competition, you consent to the collection, use and sharing of information about you for the purpose of administering this competition. The personal information you submit on the entry form will only be used to contact you in the event you win the Competition or if there is a question or issue regarding your video or other entry or its content. We will not disclose, give, sell, or transfer any personal information about you, unless required for law enforcement or by statute. As your video will be made available to the public, you should not include personal information about yourself or anyone else that may put you or anyone else at risk or that you do not have the legal right to make public. OSEA is using YouTube to host the videos for this Competition. You are subject to YouTube's use, privacy, cookie and security provisions also. Those provisions can be viewed at <http://www.youtube-nocookie.com/t/privacy>. Since the conservation and renewable energy projects you enter will be reported on the WattsNEXT website you should not include any private or confidential information that you do not have the legal right to make public.

## **8. Redeeming Prizes**

If Entrant's submissions are selected as potential winning submissions, Entrants will be provided specific instructions on what they are required to do in order to claim the prize. Prizes will be awarded only upon verification and final approval by OSEA. The selected

Entrants will be notified by telephone or email and three (3) attempts will be made to contact the selected Entrants. If selected Entrants cannot be contacted in the manner described above, or if selected Entrants are not eligible or otherwise do not comply with the Competition Rules, their entry will be declared void and a further entry will be selected. Winners of the Competition will be required to complete, sign and return to OSEA a declaration and release form. If any Competition winner fails to complete, sign and return the declaration and release Form to OSEA, their submission will be disqualified and another submission will be selected. By completing, signing and returning the declaration and release form, the Competition winners (i) confirm compliance with these Competition Rules, (ii) release and forever discharge OSEA, its affiliated companies, advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising by reason of the acceptance or use of the Prize, (iii) give permission to OSEA, at its option, to publish or otherwise use the winner's name, address, photograph, voice and comments, without compensation, in any publicity carried out by OSEA or its advertising agencies, and (iv) assign all copyright in the winning submission to OSEA. Once being declared an official winner after receipt of the signed and fully completed declaration and release form, winners will be instructed on how to claim their prize. Prizes must be accepted as awarded and no substitution, transfer, conversion or assignment of prizes will be allowed, unless at the discretion of OSEA which may substitute a prize of comparable or greater value. Prizes may not be exactly as shown on the [www.wattsnext.ca](http://www.wattsnext.ca) website. No correspondence will be entered into with individuals or team members except as described herein. Prizes will only be sent to a valid Ontario address unless otherwise stated. A list of official Competition winners may be obtained from the "Winners" page of the [www.wattsnext.ca](http://www.wattsnext.ca) website.