

YouthTube T&Cs 2017

Official Rules

1. This promotional competition is organised by WPBTS (“the Promoter”).
2. The promotional competition is open to all permanent residents of South Africa between the age of 15 and 25 years, except employees, directors, partners, agents or consultants or other persons associated with the Promoter and the Advertising Agency involved and the immediate family members of such persons.
3. By entering the promotional competition, all participants agree to be bound by these rules, which will be interpreted by the Promoter and whose decision regarding any dispute will be final and binding. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this competition and any prizes (which have not yet been awarded), or any aspect thereof, without prior notice at any time, for any reason which the Promoter deems necessary.

Submission Agreement

I represent and warrant that I have read, understand and shall follow these submission guidelines. I understand, acknowledge and agree that upon my submission of the Submissions to the Promoter, that the Submission becomes the property of the Promoter for all purposes thereafter and the Promoter shall not have any obligation to return or account to me for any Submissions I submit to the Promoter, that the Promoter is not under any obligation to provide me with any compensation or credit (verbal or written) for by Submission and/or the Promoter’s use of the Submissions within or as part of any Program. In addition, I acknowledge that the Promoter is not requesting (i) that I or anyone else engage in any activities that may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to me, to any other person, or to any animal; (ii) that I or anyone else engage in any activities that may create a risk of any other loss or damage to person or property; or (iii) that I or anyone else engage in any activity that may constitute a crime or tort. I agree that I will not engage in any of the foregoing activities in connection with producing my submission. Without limiting the foregoing, I agree that I will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or legal liability of any kind. the Promoter will not consider for broadcast any submissions in which the Promoter believes (in its sole discretion) that any such activities have occurred. I acknowledge that the Promoter will rely on my acceptance of this Disclaimer in allowing me to submit a video for the Promoter’s consideration.

The Competition:

1. The promotional competition commences **28 June 2017** and ends on **31 October 2017**, both days inclusive. Breakdown: 28 June 2017 - 18 September 2017 videos must be submitted.
1 October - 31 October, voting will take place. Entries received after the closing date will not be taken into consideration.
2. The voting public stand the chance to win spot prizes throughout the competition and competition winners will receive a grand prize in each category.
3. To be eligible for prizes, participants must enter the YouthTube competition on www.wpblood.org.za. Films may be submitted through WeTransfer.

Entrant warrants and represents that the Video:

- a) is original
- b) does not infringe the intellectual property, privacy, publicity rights, ownership or any other legal or moral rights of any third party;
- c) has not been entered in contests other than Western Province Blood Transfusion Services or won previous awards in a contest or any other contest;
- d) is suitable for public viewing

Entry Requirements

A completed online entry form including your name, phone number, email address and the name of each person in your video.

You will be required to:

- select a category for your Entry
- a title for your Entry
- an original video of up to 3 minutes

If there is narration in your video, the narration must be original and must not infringe on third-party rights.

The video must not exceed three minutes in length; however, videos may be edited by the Promoter to remove footage at the beginning or end of the video, at the Promoter's sole discretion.

Submissions which include a video that fails to adhere to any of the requirements set forth in these Official Rules may be disqualified or edited by the Promoter.

SELECTION OF FINALISTS, "CATEGORY WINNERS" AND THE WINNER:

The Winner will be determined by way of public voting. Only one winner per category will be selected. The Promoter's decision is final and no correspondence will be entered into. The different categories are 1, Youth aged 15 - 19 and 2, Youth aged 20 - 25.

Public Voting

1. The verified Entries will be posted for public voting at the Contest Web Site starting in or about October 2017. The Promoter may also post Entries for public voting on other social media pages operated during the same period, at the Promoter's sole discretion. **Limit one (1) vote per category per person.**
2. The Entrants who receive the most votes in each of the categories will be deemed the "Category winners."
3. A participant may encourage family and friends to vote for his or her Entry, but may not attempt to induce others to vote for his or her Entry using any incentive, sweepstakes or other promotion. Any use of automatic voting methods by any party will void all such votes and may result in the Entry being declared ineligible and disqualified from the Contest. Any attempt by a Finalist and/or his/her family or friends or community to vote more than the one vote per person per day using "bot" technology and/or any other fraudulent mechanism, as determined by the Promoter in its sole discretion, shall give the Promoter the right to disqualify the Entry in the Promoter's reasonable discretion.

Prizes

1. The Organiser may choose to randomly award prizes during the duration of the campaign. Prizes will be awarded to Winners as well as spot prizes for those who vote.
2. Winners of spot prizes will be contacted directly via email or phone call. Two (2) attempts will be made to contact the individual before a new winner is selected.
3. This campaign will run for a limited time. Entries received after the closing date will not be considered.
4. The Prizes will be awarded on a date of the Organiser's choosing.
5. The Promoter reserve the right to extend, reasonably shorten or suspend the time period of the Campaign whenever it should so choose for technical, commercial, or operation reasons, or for the greater public good, or due to a "force majeure" event or generally for any reason whatsoever within its sole discretion, on condition that it notifies the participants in a manner that is expedient according to its best ability.
6. The Prize is non-transferable and cannot be exchanged for cash.
7. Photos will be taken when prize giving takes place. The photo(s) will be placed in the Promoter's newsletter(s). The Promoter in its publicity campaigns may use all details.
8. The names of the prize-winners will be published on the www.wpblood.org.za, www.facebook.com/wpblood and its Twitter page: www.twitter.com/wpblood

General Conditions

1. The Promoter has the right to use the participant's films without paying any royalties. All submitted entries are the property of the Promoter.
2. The winner will be required to provide a valid green ID which corresponds with their entry as proof of identity to verify their identity as the chosen winner and to confirm they are 15 years or older. Proof of parental /guardian consent for 15, 16 and 17 years old may also be required.
3. All legal rights to music (if used in the film) must be obtained. The winners will have to supply the Promoter with the proof.
4. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
5. All participants and winners, as the case may be, by entering the promotional competition, indemnify the Promoter, their Advertising Agency, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in this promotional competition and/or use of the Prize (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter).
6. Potential Winners are subject to verification, including without limitation, verification of eligibility and compliance with these Official Rules. Potential Winners will be required to complete, sign and return an Affidavit of Eligibility, Liability Release and, where lawful, Publicity Release. Each Winner will also be required to execute an Assignment of Rights, in which he/she irrevocably assigns and transfers to the Promoter any and all rights, title and interest in each element of the Entry (including the video and title), including, without limitation, all copyrights, and waives all moral rights in those works. All completed documents must be returned to Contract Administrator within 7 days of the date notice was sent or status will be forfeited and an alternate Winner may be selected. **Notification of winner status must be kept confidential until the Promoter announces winners. Failure to comply with this requirement may result in disqualification.**
7. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Promoter reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, the Promoter reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. the

Promoter reserves the right to require winners to submit to a confidential background check to confirm eligibility as a condition of awarding any prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Contest as determined by the Promoter in its sole discretion. Entrants/Finalists agree that the Promoter has the sole right to decide all matters and disputes arising from this Contest and that all decisions of the Promoter are final and binding. South African law shall govern these competition rules and the courts of South Africa shall have exclusive jurisdiction.

Indemnity

I agree that Western Province Blood Transfusion Services and affiliates shall not be liable for any liabilities, claims, demands, losses, damages, costs, or penalties of any kind arising out of or relating to my activities in connection with producing my Submission. I agree not to sue or pursue any claims against Western Province Blood Transfusion Services and I agree to indemnify, defend and hold harmless any Parties from and against any and all liabilities, claims, demands, losses, damages, costs, or penalties of any kind (including attorneys' fees) arising out or relating to my submission and/or the production thereof.

Disclaimer

By submitting a video to Western Province Blood Transfusion Services, I agree that the video is the original, uncopied work of the creator or creators. Also, that I have cleared and am responsible for clearing of the use, rights and copyrights of all non-original material in the piece, either by permission of the original creator(s) or under the parameters and protections afforded non-profit, educational use by the principles of Fair Use. The ownership and rights of videos submitted and published in Western Province Blood Transfusion Services shall reside with Western Province Blood Transfusion Services. Furthermore, Western Province Blood Transfusion Services reserve the right of publication. This means that when a video is accepted for publication, the author may not publish the video on their own accord on any of their own channels without the express permission of Western Province Blood Transfusion Services. Western Province Blood Transfusion Services reserves the right to use the video in all matters relating to the publication, advertising, publicity and showcasing of Western Province Blood Transfusion Services until they choose to no longer use it.