



Aboriginal Arts and Stories Official Contest Rules & Regulations

1. The Contest Period

The contest Aboriginal Arts and Stories (the “Contest”) is run by Historica Canada of Toronto ON, (the “Contest Sponsor and Administrator”) in conjunction with its sponsors. Contest entries will be accepted online from May 1, 2016 at 12:00:01 AM (ET) to March 31, 2017 at 11:59:59 PM (Pacific Time) (the “Contest Period”). Prizes are awarded in June 2017.

2. Contest Group Entities

For the purposes of this Contest, the Contest Organizer is Historica Canada (Toronto, ON), together with its sponsors and participating affiliates, advertising and promotion agencies, suppliers of materials and services related to the Contest, the contest website and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest are collectively, the “Contest Group Entities”.

3. Eligibility

This Contest is void where prohibited, and is subject to all applicable Federal, Provincial and Municipal laws.

The Contest is open to Canadians of Indigenous ancestry (Status, non-status, Métis or Inuit) who are between the ages of 9 and 29 years during the contest period, and who are residing in these provinces and territories in Canada at the time of contest entry and selection of finalists: British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Yukon, North West Territories, and Nunavut.

For greater clarity, any person residing outside of Canada during the contest entry and selection periods or not of Aboriginal descent as defined above, or not between 9 and 29 years of age by the close of the contest is not eligible to enter. All entrants are required to submit their full legal name, age, address, city, province and postal code, telephone number, email address, the name and email and/or phone number of a reference. An entrant who is below the age of majority in his/her province or territory of residence must have the consent of his/her parent or legal guardian to submit his/her personal information in order to enter the contest. If a parent or legal guardian does not provide consent, the entrant will be disqualified.

Current and former employees of the Contest Group Entities, their affiliates, advertising and promotional agencies, service providers, consulting teachers, prize sponsors, Contest judges, their immediate family members and those domiciled with them are not eligible to enter.

4. Contest Guidelines

Participants may submit up to two (2) entries total between writing and art (i.e. one writing piece and one art piece OR two art pieces OR two writing pieces). Additional entries will be disqualified. Participants warrant that they are the sole creator of their piece. Any writing or art piece under suspicion of plagiarism will be disqualified. Entries will be assessed within three age categories for both Writing and Arts: 9-13 years of age; 14-18 years of age and 19-29 years of age.

Writing Contest: Writing entries must be tied to Canadian Indigenous history or culture. Writing entries can be in any form of creative writing, including but not limited to short stories, poetry, screenplay, play, or lyrics to a song.

- **Word limit**

Entries from participants between the ages 9-13 should be no longer than 1,000 words. Entries from participants between the ages of 14-18, should be no longer than 1,400 words. Entries from participants between the ages of 19-29 should be no longer than 2,000 words. Participants must refrain from including inappropriate or profane language or content.

- **Author's Statement**

Participants must also submit a 200-400 word Author's Statement about their piece.

Arts Contest: Art entries must be tied to Canadian Indigenous history or culture.

- **Media**

Entries must be two-dimensional in nature, but can be a variety of media, including painting, sketching, charcoal and photography.

- **Measurement and weight**

Maximum Height x width x depth: 4 feet x 4 feet x 4 inches

Maximum weight: 25 pounds

- **Artist's Statement**

Participants must also submit a 200-400 word Artist's Statement about their piece.

- Participants must be the sole owner of the piece. If the piece has been sold to a person, organization or gallery, participants must have written permission from the owner to enter the piece into the Aboriginal Arts and Stories.

- Participants and/or owners agree that Historica Canada may use a photograph of the piece in any publication and exhibit the piece for the duration of the contest year.

Group Prize:

- Groups of six (6) or more individual entries (writing, art or both from any eligible age category) will be considered for a Group prize. Eligible groups include communities, clubs, classrooms, schools, or student groups.

5. How to Enter

Individuals participating in Aboriginal Arts and Stories may enter by completing a submission form. The decision to disqualify any entry is at the sole discretion of the Contest Sponsor and Administrator, and will occur without notice or communication to the entrant. The disqualification decision is final and not subject to review.

All entries must include a completed Participant Submission form, author/artist statement and submission. All entries must be received no later than March 31, 2017 at 11:59:59 PM (Pacific Time). Late entries will be disqualified. There is no fee to enter this contest, and no purchase is necessary.

Writing Entries:

Entries submitted online via www.our-story.ca or via email must be in .doc/.dox or .PDF format.

Entries can also be submitted in the following ways:

Email: ourstory@HistoricaCanada.ca

Fax: 416.506.0300

Mail: 2 Carlton St, East Mezzanine
Toronto, ON
M5B1J3

Art Entries:

Entries submitted online via www.our-story.ca or via email must be in .jpg, or .tiff format. Participants may submit up to five (5) high resolution photos of their piece.

Please do not send final artwork. (Finalists will be requested to ship their artwork for the final judging process.)
Submit max 5 hi-res photographs through the following methods:

By email: ourstory@HistoricaCanada.ca

On CD/DVD via mail:

2 Carlton St, East Mezzanine
Toronto, ON
M5B1J3

6. Awarding of Prizes

Submissions are reviewed by Historica Canada and its consultants, and finalists will be chosen by the Aboriginal Arts and Stories jury and patrons. Winners will be notified in early June 2017.

7. Prizes

Writing:

1st Place Winners in each age category (14-18 and 19-29) will receive:

- a \$2000 cash prize;
- an all-expenses-paid trip to Banff, Alberta, including a week-long writer's residency at [The Banff Centre](#).

2nd Place Finalists in each age category will receive a \$1000 cash prize.

3rd Place Finalists in each age category will receive a \$500 cash prize.

4th to 10th Place Finalists in each age category will each receive a \$100 cash prize.

All Top Ten Finalists in each age category will have their story published on the contest website

- All participants will receive a Certificate of Participation
- Group entries are eligible for additional prizes.
- Up to 5 honourable mentions may be published on the contest website

Age Category: 9-13 years

- 1st place winner will receive a prize valued at up to \$100 and the writing work will be published on the contest website
- 1 honourable mention may be published on the contest website

Arts:

1st Place Winners in each age category (14-18 and 19-29) will receive:

- a \$2000 cash prize;
- Our Senior Arts Winner will receive an all-expenses-paid trip to Toronto, courtesy of the [Indigenous Visual Culture program](#) at [OCAD University](#), including a professional development experience at OCADU. The winner can participate in OCADU's new summer program, attend OCADU's National Portfolio Review day, or be a "student for a day" at OCADU.

2nd Place Finalists in each age category will receive a \$1000 cash prize.

3rd Place Finalists in each age category will receive a \$500 cash prize.

4th to 5th Place Finalists in each age category will each receive a \$100 cash prize.

All Finalists will have their artwork published on the contest website.

- All participants will receive a Certificate of Participation acknowledging their hard work and participation in the program.
- Group entries are eligible for additional prizes
- Up to 5 honourable mentions may be published on the contest website.

Age Category: 9-13 years

- 1st place winner will receive a prize valued at up to \$100 and the artwork will be published on the contest website.
- 1 honourable mention may be published on the contest website

8. Grand Prize trips

There will be four (4) Grand Prize trips to the Governor General's Awards Ceremony for the first place winners in each age category. Each travel prize consists of a chaperoned for one (1) winner and one (1) guest to a major Canadian city, including air flights (coach class), rail (coach class) or other ground transportation (mode of transportation depends upon the distance and location of the winner's residence), and hotel accommodation (1 room).

Recipients under the age of 18 must be accompanied by a parent or legal guardian.

The Sponsor/Contest Administrator reserves the right to select the dates and structure the travel route at its sole discretion. The trip will be chaperoned by a representative of Historica Canada. If a winner is unable to travel on the required dates, the prize will be forfeited and the Contest Sponsor may elect to draw another winner. All travel prizes must be accepted as awarded, and are non-transferable or redeemable for cash.

Air travel is from the nearest major airport to the winner's residence; Train travel is from the nearest major train station to the winner's residence. The winner is responsible for any transfers required between their nearest major airport or train station and their home. If a winner lives in the vicinity of the Governor General's Award Ceremony, resulting in transportation costs less than the estimated value of the trip, the difference is forfeited and will not be redeemable in cash or credit. The travel prizes have no cash redemption value. No travel deviations are allowed. Retail values are shown in Canadian Dollars. Travel insurance is not included. All winners are encouraged to purchase their own travel, medical and cancellation insurance. The winner is responsible for all personal travel documents that may be required.

The travel winner must have the consent of a parent or legal guardian on a Declaration & Release Form in order to go on the trip. All expenses not expressly specified as being included in the Travel Prize (including, but not limited to, personal travel insurance costs, transportation between the winner's home and the airport or train station, other meals, snacks and beverages, tips and gratuities, extra amenities, hotel charges other than accommodation (e.g. telephone, fax or cable charges, mini-bar, room service or other hotel services) or expenses or any other costs not specifically listed as being included in the prize package) are the responsibility of the winner. All travel arrangements will be made in advance by Historica Canada's National Office. Once the travel reservation is made, the booking is final and cannot be changed, unless the circumstances are covered by the traveler's own travel / cancellation insurance policy.

Air travel is not eligible for any frequent flyer program credit. The Contest Sponsor makes no express or implied warranties of any kind with respect to safety, or performance of this prize.

Prizes are subject to change. The Sponsor reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute any prize, or any part thereof with an alternate prize of equivalent value.

9. To be declared a Winner

To be declared a winner of a Prize (a "Winner"); the selected entrant must, in addition to meeting the Contest eligibility criteria and otherwise complying with the official Contest rules, first:

- Be reached by email by the Contest Sponsor's representatives within the five (5) business days immediately following the selection of the entry;
- Send a photo of himself or herself to be published on the program website and any promotional material within five (5) business days immediately following notice of award
- Disqualification: If any one of the above mentioned conditions is not met, the selected entrant will be disqualified and shall not be entitled to receive any prizes. The Contest Administrator reserves the right, in its sole and absolute discretion, to verify the information on the contest entry form of any selected entrant, and if any information is deemed to be false, the Administrator reserves the right to draw another eligible entrant as a potential prize winner.

10. Verification of Entries

The validity of any Contest entry is subject to verification by the Sponsor. Any incomplete or fraudulent entries will be rejected. Any entrant or other individual who enters or attempts to enter the Contest in a manner which is contrary to these official Contest Rules or which is otherwise disruptive to the proper operation of the Contest or by its nature is unjust to other entrants or potential entrants will be rejected and that entrant or purported entrant will be disqualified. All decisions of the Contest judges, who may be employees or independent contractors of the Sponsor and Contest Administrator, with respect to any and all aspects of the Contest, including without limitation the eligibility or disqualification of entrants or entries, are final and binding without right of appeal.

11. For Residents of Quebec

Any litigation respecting the conduct and awarding of the prizes in this contest may be submitted to la *Regie des alcools, des courses et des jeux du Quebec* only for the purpose of helping the parties reach a settlement.

12. Acceptance of Prizes

All Prizes must be accepted as described in these rules and cannot be transferred to another individual, substituted for another prize or exchanged in whole or in part for cash or credit. If for any reason a selected entrant cannot be reached through the contact information provided, or does not respond to the contest sponsor within one (1) week of being contacted, or if there is any reason a winner cannot accept the prize as awarded, his/her entry will be declared null and void, and another eligible finalist will be selected.

13. Other Termination of Contest

The Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, terminate or suspend the Contest, in whole or in part, in the event of any cause or circumstance, including without limitation any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of the Sponsor, that could corrupt or affect the administration, security, impartiality or normal course of the Contest.

14. Release and Exclusion of Liability:

By entering or attempting to enter the Contest, each entrant and/or purported entrant agrees: (i) to release, discharge, and forever hold harmless the Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the "Releasees") from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant's participation or attempted participation in the Contest, compliance or non-compliance with these Contest rules and acceptance and use of the Grand Prize or Second Prize or any portion thereof; and (ii) if selected as a potential Prize winner, to sign (along with the signature of a parent or legal guardian) the Sponsors' form of Declaration and Release documentation in this regard before receiving the Prize.

The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone

network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury, death or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. (iii) The winner must sign a release form, giving the Contest Group Entities permission to publish in print, broadcast or online, the winner's name and likeness without remuneration.

15. Name/Image of Winners

By entering the Contest, the winner agrees to abide by the Contest rules and authorizes the Sponsor and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his or her name, photograph, image, statements regarding the Contest or any prize, place of residence and (or) voice for publicity purposes, without any form of remuneration, including without limitation, in print media or on any website operated by or on behalf of the Contest Sponsor.

16. Personal Information

The personal information gathered from contest entrants in connection with this Contest will be kept in a secure and confidential database, and will not be rented or sold. Personal information of the contest entrants will be used for the administration of this Contest, and may be shared with contest co-sponsors for the purposes of this contest only. If you wish to opt-out after the registration process, please mail a written request, including your name, address and phone number to:

Historica Canada
2 Carlton Street, East Mezzanine, Toronto, ON, M5B 1J3

Aboriginal Arts & Stories
Exhibition Agreement and Waiver of Liability
Writing Contest:

To authors participating in *Aboriginal Arts and Stories*.

In consideration of Historica Canada agreeing that I should participate in the Programme called *Aboriginal Arts and Stories* (the “Programme”), the nature and the composition of which has been defined in this document, for good and valuable consideration (the receipt of sufficiency of which is hereby acknowledged), I agree as follows:

1. I hereby give permission to Historica Canada to use the writing piece I have submitted for the *Aboriginal Arts and Stories*. I agree that Historica Canada may scan, digitise and upload the submission to the *Aboriginal Arts and Stories* Website (www.our-story.ca) or to any other website owned by Historica Canada as may be required for the purposes of the Programme for public viewing.
2. I agree that the Programme and my contribution to it or any extracts or sequences from it may be distributed, advertised, or otherwise used or adapted in the following fashion: in all languages, manner, media or communication (in all forms whether current or developed in the future) at any time, throughout all countries in the world and such exploitation of any and all ancillary rights in respect to the Programme.
3. Historica Canada will credit the author (author’s name) of writing submitted to the Programme on the *Aboriginal Arts and Stories* website (if applicable), in print and all forms of exhibition.
4. I hereby give permission for Historica Canada to use my submitted portrait photo in all manner, media or communication (in all forms whether current or developed in the future) at any time, throughout all countries in the world and such exploitation of any and all ancillary rights in respect to the Programme. I agree that Historica Canada may use my photo for any advertisement or promotional purpose with respect to the Programme.
5. I warrant and represent that I have the full right and authority to sign this document and to grant the rights purported to be granted in this release. I warrant and represent that I have been given the opportunity to seek legal counsel prior to signing this Agreement.
6. This Exhibition Agreement and Waiver of Liability ensures to the benefit of Historica Canada, its successors, administrators, legal representatives, partners and funders, or any other party designated by Historica Canada, and is binding upon myself, my respective heirs, executors, administrators, legal personal representatives, successors and assigns.

Aboriginal Arts & Stories
Exhibition Agreement and Waiver of Liability
Arts Contest

To artists participating in the *Aboriginal Arts and Stories*.

In consideration of Historica Canada agreeing that I should participate in the Programme called *Aboriginal Arts and Stories* (the "Programme"), the nature and the composition of which has been defined in this document, for good and valuable consideration (the receipt of sufficiency of which is hereby acknowledged), I agree as follows:

1. I hereby give permission to Historica Canada to use the artwork I have submitted for the *Aboriginal Arts and Stories*. I agree that Historica Canada may scan, digitise and upload the submission to the *Aboriginal Arts and Stories* Website (www.our-story.ca) or to any other website owned by Historica Canada as may be required for the purposes of the Programme for public viewing.
2. Unclaimed Artwork: I agree that Historica Canada will make 3 attempts to contact me in order to effect a return of the artwork by phone and/or e-mail. After 12 months from the time the artwork has been received by Historica Canada, if the artwork remains unclaimed, Historica Canada reserves the right to sell, display or donate any unclaimed artwork at its discretion.
3. I agree that the Programme and my contribution to it or any extracts or sequences from it may be distributed, advertised, or otherwise used or adapted in the following fashion: in all languages, manner, media or communication (in all forms whether current or developed in the future) at any time, throughout all countries in the world and such exploitation of any and all ancillary rights in respect to the Programme.
4. Historica Canada will credit the artist (artist's name) of artwork submitted to the Programme on the *Aboriginal Arts and Stories* website (if applicable), in print and all forms of exhibition.
5. I hereby give permission for Historica Canada to use my submitted portrait photo in all manner, media or communication (in all forms whether current or developed in the future) at any time, throughout all countries in the world and such exploitation of any and all ancillary rights in respect to the Programme. I agree that Historica Canada may use my photo for any advertisement or promotional purpose with respect to the Programme.
6. All possible care will be taken by Historica Canada in handling and showing of artwork. Artists understand and agree that all entries are submitted at their own risk. Historica Canada will not assume responsibility, for loss or damage to art work(s), the loss or damage to frames or glass, during shipping and transportation, and in the exhibition's space.
7. I warrant and represent that I have the full right and authority to sign this document and to grant the rights purported to be granted in this release. I warrant and represent that I have been given the opportunity to seek legal counsel prior to signing this Agreement.
8. This Exhibition Agreement and Waiver of Liability ensures to the benefit of Historica Canada, its successors, administrators, legal representatives, partners and funders, or any other party designated by Historica Canada, and is binding upon myself, my respective heirs, executors, administrators, legal personal representatives, successors and assigns.