

# New Venture Competition

## Terms and Conditions

1. The New Venture Competition (“the Competition”) is open to all Colburn students and alums aged 10 years or older (“the Participants”). If you are under 18 years, a parent or guardian needs to approve your participation, which may be given through the online entry form.
2. The Competition will be run by Colburn’s Center for Innovation and Community Impact (CICI).
3. By entering the Competition, the Participants accept these Terms and Conditions together with any specific instructions and terms for the Competition, which may be mentioned in any electronic messages, or on the website, or communicated to Participants in any other way (“Competition Information”). Such Competition Information shall prevail in the event of there being any inconsistency between these Terms and Conditions and any Competition Information.
4. We may cancel or amend the Competition, Competition Information, or these Terms and Conditions without prior notice. Any changes will be posted either within the Competition Information or these Terms and Conditions. These Terms and Conditions were last updated 5/20/20.
5. Our decision in all matters to do with the Content will be final and no correspondence will be entered into.

## Entry

6. The Competition opens at May 21, 2020. The closing time and date for receipt of entries is 11:59 p.m. Friday, June 19, 2020.
8. Participants may submit only one pitch for judging.
9. To enter the Competition, Participants must do the following:
  - a) Register an account by completing the entry form on the Competition’s webpage, then upload and submit a video pitch entry up to 2 minutes in length. Video files created using most digital cameras, camcorders and mobile phones such as in the .AVI, .MOV, .WMV, and .MPG file formats, are accepted.
  - b) Read and accept the terms and conditions and provide additional contact details so we can contact you if you are a winner. Your details will be used solely for the purpose of administrating the Competition.

10. A Participant's video entry must be entirely original to the Participant, feature only the Participant's voice and not include the voice or other sounds made by third parties unless it is directly necessary for the product/concept/idea pitched.

11. Entries must be completed in accordance with the entry process set out above. No other method of entry will be accepted. Entries which do not meet these criteria may not be considered.

12. Entries will not be complete until Participants have uploaded their video entry and accepted these Terms and Conditions. We reserve the right to disqualify any entries submitted and/or finalized after the Competition has closed.

13. The Participant must keep a digital or hard copy of their video entry. If required, Participants must supply the original recording of their video entry for use in connection with the Competition, including (but not limited to) for potential broadcast online or transmission by any electronic means.

14. All video entries will be subject to moderation. We and/or our agents have absolute discretion to accept or reject any video entry and to remove any video entry already accepted without giving reasons for the decision. We may in particular refuse to upload any video entry for the following reasons:

(a) inclusion of defamatory or malicious content;

(b) inclusion of content in video entries to which someone else owns the copyright or other intellectual property rights, such as music, singing, trademarks, logos, insignia, location signage, sculpture, posters, pictures, photographs or other artwork, music tracks, snippets of copyrighted programs, or films made by other users, without the requisite authorizations;

c) breach of these Terms and Conditions.

15. By entering the Competition, Participants warrant that all information submitted by them is true, current, and complete. Participants also warrant that they are the copyright owners of their video entries which must be original works and must not infringe the intellectual property rights, privacy, or any other rights of a third party.

16. By entering the Competition, Participants understand and agree that:

(a) the Participants grant us a worldwide, royalty free, perpetual, irrevocable, sub-licensable and transferable license which shall be exclusive for worldwide broadcast online and non-exclusive for all other forms of media to use their entries for whatever purpose including, without limitation, in connection with (i) any Program produced in relation to the Competition or containing any information in relation to the Competition, including, without limitation, promotion and redistributing part or all of any such Program (and derivative works thereof), and (ii) our internet websites, wireless applications, interactive television, video on demand and any other media or technology (including, without limitation, internet protocol, wireless or interactive platforms or interfaces) through which we distribute content to end users, whether now existing or hereafter developed in any and all media formats and

through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit, payment, or other obligation to Participants. For the avoidance of doubt, these rights include, without limitation, the absolute right to edit and/or alter any entry, distribute and synchronize all or any portion of any entry in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of any entry; to encrypt, encode and decode, and compress and decompress all or any portion of any entry; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of any entry; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of any entry; and to excerpt and/or extract portions of any entry in order to host, store, index, categorize and display entries on or through the Platforms. We reserve the right to use (or not use) Participants' entries at all and/or as little of the entry as we so choose;

(b) the Participants indemnify the Competition Parties (defined below) from any claim in respect of their entry;

(c) to the extent permitted by applicable law, the Participants unconditionally give us their consent to any act or omission that would otherwise infringe on any moral rights they may have in and in relation to their entries, and they undertake that they will not institute, maintain or support any claim or proceeding for infringement of any moral rights they may have in and/or in relation to their entries.

17. None of our associates, (including employees, faculty, agents) or any other party or organization (including employees, officers, servants, agents) involved in the management, promotion, or administration of the Competition, or its entry, or implementation of any prize (or agents or subsidiaries involved in any way in the Competition or any prize) (together the "Competition Parties") will accept responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions (including but not limited to security functions by software used by us or any third party), virus, bugs, or other causes outside its control. Proof of submission online is not proof of receipt by us.

18. Any entries which are incomplete, incorrect, inaudible, incomprehensible, may be void.

19. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry, or the operation of any part of the Competition, or the interpretation of these Terms and Conditions, the decision we make shall be final and no correspondence will be entered into.

20. We will not be liable to reimburse any expenses incurred in entering the Competition.

21. We reserve the right to disqualify any Participants and/or entries which we believe have not been made in compliance with these Terms and Conditions or to disqualify any Participant found to have tampered with the entry process or the operation of the Competition or to be acting in an unsportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person.

## **Competition Winner**

22. The judging panel will judge all Participants from all eligible entries received using a weighted point system to determine the Competition winner.
23. In the event of a tie, all tied Participants will be judged by a panel of judges (the panel may be the initial panel, a new panel, or a mixed panel of repeat and new judges), who will determine at its sole discretion which Participant should win the Competition.
24. Only the Winner will be notified.
25. The Winner's first name and surname may be published.
26. We reserve the right to select an alternative Winner in the event that the initial Competition Winner is unable to be contacted.
27. The Competition Winner must be available to take part in interviews and/or any other promotional materials and/or events if requested by us. In the event that the winner is not available when required, We reserve the right, in our absolute discretion, to select an alternative winner.

## **Audience Choice**

28. The Public will be invited to vote for their favorite Participant ("Audience Choice"). The voting will open using the below factors.
  - The Public may vote online once every 24 hours for one Participant until the Audience Choice voting closes. Voting is free.
  - The system also counts the unique votes (to counter vote fraud) (not shown on the front end). The Public voting for the Audience Choice may be subject to standard internet access charges or data charges if using a web browser on your mobile phone.
29. We reserve the right to disallow votes if we have reasonable grounds to suspect that fraudulent votes have been cast (i.e. more votes than a human being could possibly submit in the time available without the use of software or other devices designed to make automated votes). We reserve the right to disqualify any Participant who engages in activity which could be designed to unfairly manipulate the outcome of the Audience Choice.
30. The Participant who receives the highest number of public votes will be the Competition's winner for Audience Choice.
31. In the event of an equal number of public votes, all tied Participants will be voted by a blind-drawn, odd number of judges from the judging panel. The Participant who receives the most judge votes will be the Competition's winner for the Audience Choice.
32. We will take all reasonable steps to contact the winner using the details provided by the Participant when they entered the competition, but in the event of any failure to do so or a Participant's failure to

respond within 48 hours of the results of the Audience Choice being determined, we reserve the right, in our absolute discretion, to select an alternative winner from the Participants.

33. The Audience Choice winner must be available to take part in interviews and/or any other promotional materials and/or events if requested by us. In the event that the winner is not available when required, We reserve the right, in our absolute discretion, to select an alternative winner.

## Prizes

34. The Competition winner prize comprises of a \$1,000 grant and a year of consultation with CICI staff and Colburn faculty.

35. The Audience Choice winner prize comprises a \$500 grant.

36. The winner of the Competition and the winner of the Audience Choice each acknowledge that the respective prizes are non-transferable and are not redeemable for any other value or consideration.

37. We may in our sole discretion refuse to provide the Prize, or seek its recovery, in the event of non-entitlement under these Terms and Conditions or a Participant's breach of these Terms and Conditions, fraud, dishonesty, or other inappropriate or improper conduct.

## Data Protection and Publicity

38. We may exercise our sole discretion to use all Participants' names, images, video submissions, and other materials relating to the Prize and Competition experience for promotion of the prize, this Competition, or the Competition Parties, and for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.

39. The information Participants supply in connection with the Competition (including their personal details):

- (a) may be included in a database compiled for the Competition and will be used for the purposes of selecting winners;
- (b) may also be used for inclusion and/or read out in any program produced in connection with the Competition; and
- (c) will not be supplied to third parties (other than the Competition Parties) other than as is reasonably necessary to select winners and administer the Competition.

40. Any personal information provided by the Participants, will only be used by us in accordance with our Privacy Statement which is accessible for the purposes of the Competition or as otherwise set out in these Terms and Conditions.

## **Liability**

41. Nothing in these Terms and Conditions shall exclude or limit the Competition Parties' liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, none of the Competition Parties can accept any responsibility for any damage, loss, injury or disappointment suffered by any Participant entering the Competition or as a result of accepting the Prize. None of the Competition Parties are responsible for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, 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 the Competition.

42. None of the Competition Parties promise that the services relating to the Competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of any Competition Party. We will not be liable in the event that all or any part of the service relating to the Competition is discontinued, modified, or changed in any way.

## **Standard Terms**

43. In the event that any Participant does not, or is unable to, comply with and meet these Terms and Conditions and the Competition Information, We shall be entitled at our sole discretion to disqualify such Participant, without any further liability to such Participant. In these circumstances, any prize won by the Participant may be forfeited. All Participants must comply with any directions given by any Competition Party including but not limited to any and all relevant laws, rules and regulations, and where applicable.

44. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

45. These Terms and Conditions and the Competition Information shall be exclusively governed by and construed in accordance with the laws of the state of California within the United States.

45. For inquiries, please contact Jazmin Morales at [jmorales@colburnschool.edu](mailto:jmorales@colburnschool.edu).