

# **QILAUT 2021 INUKTUT SONGWRITING CONTEST OFFICIAL TERMS AND CONDITIONS (RULES)**

## **1. RULES**

- (i) These terms and conditions (“Rules”) govern the Government of Nunavut (“GN”) “Qilaut Inuklut Songwriting Contest” Contest (the “Contest”).
- (ii) By participating, you (and your parent or legal guardian if you are a Minor) have read, accept and agree to be legally bound by the terms and conditions of these Rules.
- (iii) The Contest is being presented in partnership with Qaggiavuut. Qaggiavuut is taking on all administrative portions of the Contest. The GN is responsible for all payments and compensation.

## **2. CONTEST PERIOD**

- (i) The Contest begins on February 10, 2021 at 12:01 a.m. EST and ends on February 24, 2021 at 11:59 p.m. EST (the “Contest Period”).
- (ii) Registration (“entrance” or “enter”) for the Contest must be completed by 11:59 p.m. EST on February 28, 2021.
- (iii) A person who enters this Contest within the Contest Period is referred to in these Rules as an “Entrant.”
- (iv) An Entrant enters the Contest by submitting to the GN, within the Contest Period, the appropriate accompanying entry form and an original sound recording (“Song” or “Composition”) in accordance with these Rules (“Entry” or “Entries”).
- (v) Single or individual groups of Entrants enter the Contest by submitting to the GN, within the Contest Period, the appropriate accompanying entry form and an original sound recording (“Song” or “Composition”) in accordance with these Rules (“Entry” or “Entries”), and are known as a “song-writing team.”
- (vi) An Entry may be submitted to the GN, along with the appropriate accompanying entry form, in one of the following formats: electronic file format such as .mp3, .wav.
- (vii) Lyrics to the Composition must be legibly hand-written or typed and submitted to the GN along with the appropriate accompanying entry form, and the media which contains the Composition.
- (viii) Entries will be reviewed by the GN Manager of Inuklut Affairs for compliance with these rules and for eligibility.
- (ix) Entries will be disqualified without further notice to the Entrant or Entrants’ if the Entrant’s or Entrants’ Entry does not conform to or comply with these Rules.
- (x) An Entrant or Entrants may enter the Contest multiple times, but each Entry and Composition the Entrant or Entrants submit must be submitted to the GN separately from the other Entries which the Entrant(s) submits to the GN for the purposes of entering this Contest.
- (xi) Each Entry which an Entrant or Entrants submit must conform to and comply with these Rules.

## **3. POST-CONTEST PERIOD**

- (i) The “post-Contest Period” is the forty-six (46) calendar days that immediately follow the Contest Period.
- (ii) The post-Contest Period begins on February 28, 2021 at 12:01 a.m. EST and ends on April 15, 2021 at 11:59 p.m. EST.
- (iii) Entries will be considered by a panel of Inuklut-speaking judges (“Judges”), comprised of persons selected by the GN, in its sole and absolute discretion.
- (iv) During the Post-Contest Period, voters will select, in their sole and absolute discretion, ten (10) Winning Entries (“Winning Entrant,” “Winning Entries,” or “Winner.”).
- (v) Qaggiavuut staff will select, in their sole and absolute discretion, First, Second, and Third place winners, and seven (7) other prize winners from among those Compositions selected as Winning Entries based on number of votes.
- (vi) Winning Entries will be announced by the GN on February 28, 2021.
- (vii) Winning Entrants will be contacted privately by the GN, in accordance with the contact information provided by the Entrant to the GN, and will be announced publicly, in a form of the GN’s choosing, in its sole and absolute discretion
- (viii) Entries may be used, without limitation, in the GN’s sole and absolute discretion, to promote GN Inuklut language initiatives and programs.

## **5. ELIGIBILITY**

### **A. No purchase necessary**

- (i) No purchase is necessary to enter the Contest.

### **B. Language**

- (i) Entries must be submitted in any dialect of Inuklut.
- (ii) Entries are considered to be submitted in Inuklut if 90% or more of the Composition is in any dialect of Inuklut.
- (iii) Entries which combine Inuklut with one of Nunavut’s other three official languages, but which contain less than 90% Inuklut, will be considered if there are an insufficient number of Inuklut entries.
- (iv) Entries which are not in Inuklut, but in one of Nunavut’s other three official languages will be considered if there are an insufficient number of Inuklut entries.
- (v) Entries shall not contain and will be disqualified and given no further consideration if profane or obscene language, determined by the GN in its sole and absolute discretion, is included in the Composition submitted as an Entry.

### **C. Composition**

- (i) Composition lyrics must be submitted in any dialect of Inuklut.
- (ii) Compositions may be submitted in any genre or style of music.
- (iii) Compositions must be original. Original in this Contest

means the Entry has been wholly written by the Entrant(s) that submitted it.

- (iv) Compositions must not have been previously published or distributed in any manner or form whatsoever.
- (v) Compositions may be submitted by beginner or professional musicians and songwriters.

#### **D. Residency/Age**

- (i) The Contest is open to legal residents of Nunavut, who are: (1) 19 years of age and over at the time of entry (individually and collectively an “Adult”); or (2) under the age of 19 as of August 26, 2021 (individually and collectively a “Minor” or “Youth”) provided any such Minor’s parent or legal guardian has consented to the Minor’s participation in the Contest as an Entrant and has accepted and agreed to be legally bound by these Rules on the Minor’s behalf.
- (ii) The GN reserves the right, in its sole and absolute discretion, on a random audit basis to contact a Minor’s parent/legal guardian for the purposes of verifying his or her: (1) agreement to be legally bound by these Rules; and, (2) consent to the Minor’s participation in this Contest as an Entrant. Failure of a Minor’s parent or legal guardian to complete any such required verification to the satisfaction of the GN may, in the sole and absolute discretion of the GN, result in contest disqualification of the Minor.
- (iii) Employees, officers, servants, employees and agents (and those with whom such persons are domiciled, whether related or not) of the GN are eligible to enter the Contest, *except* those employed in the GN Department of Culture and Heritage.
- (iv) A Composition and Entry may have, as part of the songwriting team, non-Nunavut residents; but at least one member of the song-writing team must be a resident of Nunavut.
- (v) If a song-writing team contains only one resident of Nunavut, and some non-residents of Nunavut, the Composition must be entered by the resident of Nunavut.
- (vi) If a song-writing team contains more than one resident of Nunavut, and some non-residents of Nunavut, the Composition must be entered by one of the residents of Nunavut.
- (vii) If a song-writing team contains only residents of Nunavut, and no non-residents of Nunavut, the Composition may only be entered by *one* of the residents of Nunavut.

### **4. HOW TO ENTER**

#### **A. Entry**

- (i) To enter as an Adult complete a “Qilaut 2021 Songwriting Contest” Entry form (“form”) by adding your name, community, valid phone number and/or valid e-mail address as well as the names, contact information, and consent of all of the members of your song-writing team, or, where appropriate, the consent of the song-writing team members’ parent or legal guardian if any of the song-writing team members are under the age of 19. Once completed, indicate your agreement that you have read and

agree to be legally bound by the terms and conditions of these Rules. Submit the form, along with your Composition and a legible hand-written or typed copy of the lyrics to the GN.

- (ii) To enter as a Youth, complete a “Qilaut 2021 Songwriting Contest” Entry Ballot by adding your name, community, valid phone number and/or valid e-mail address as well as the names, contact information, and consent of all of the members of your song-writing team, or, where appropriate, the consent of the song-writing team members’ parent or legal guardian if any of the song-writing team members are under the age of 19. Once completed, have your parent or legal guardian indicate that he or she has read and agrees to be legally bound by the terms and conditions of these Rules. Have your parent or legal guardian submit the form, along with your Composition and a legible hand-written or typed copy of the lyrics to the GN.
- (iii) To be eligible for Prizes, Entries in any format specified herein must be received by the Department of Culture and Heritage in Iqaluit, Nunavut by 11:59 p.m. EST February 24, 2021. Entries received by the Department of Culture and Heritage in Iqaluit, Nunavut after 11:59 p.m. EST February 24, 2021 will not be accepted and will be given no further consideration by the GN for the purposes of this Contest.
- (iv) Entries, including the composition and legible hand-written or typed lyrics, may be emailed to [qilaut@qaggiavuut.com](mailto:qilaut@qaggiavuut.com)
- (v) An Entrant is permitted to more than once enter the Contest as an Entrant during the Contest Period.
- (vi) Contest Entries may be rejected if, in the sole and absolute discretion of the GN, the Entry is not fully completed with all required information and submitted during the Contest Period.
- (vii) The GN is not responsible for late, lost, misdirected, delayed, incomplete, illegible, or incompatible Entries, all of which are void.
- (viii) All Entries are subject to verification at any time. The GN reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility, in a form acceptable to the GN including, without limitation, government issued photo identification, to participate in this Contest. Failure to provide such proof to the satisfaction of the GN in a timely manner may result in Contest disqualification.

### **5. PRIZES & AWARDING OF PRIZES**

#### **A. Prizes**

- (i) There are 10 prizes (each a “Prize”) in total to be won, with individual cash values for each ranging from \$500 CDN to \$5000 CDN.
- (ii) There is a total of one (1) First Prize valued at \$5,000 CDN.
- (iii) There is a total of one (1) Second Prize valued at \$2,500 CDN.
- (iv) There is a total of one (1) Third Prize valued at \$1,500 CDN.
- (v) There are a total of seven (7) Other Prizes valued at

\$500 each.

- (vi) All submitted songs will be posted online for public voting.
- (vii) Qaggiavuut staff will determine, in their sole and absolute discretion, which among the Entries declared to be Winning Entries are declared a First, Second, Third, or Other Prize based on vote counts.
- (viii) No other prize money than that listed in these Rules or compensation will be delivered or disbursed to Winners.
- (ix) Prizes will be delivered to each Winner during the post-Contest Period, subject to any reasonable delays caused by the process of determining the Winning Entries or any events beyond the control of the GN. In the event that it is not possible to deliver the Prize to a Winner, for whatever reason, the Prize must be claimed at the offices of the Department of Culture or Heritage, by telephone, or by e-mail, no later than March 31, 2021, failing which, the selected Entrant will lose right to the prize, and they will have no recourse towards GN or any one party involved in the Contest and the Prize will not be subject to another draw or selection.
- (x) All Prizes which are not awarded will be cancelled.
- (xi) All Prizes are non-exchangeable, non-transferable, non-refundable, and must be accepted as awarded with no substitutions. The GN reserves the right, in its sole discretion, to substitute and/or modify any Prize or Prize portion with (a) prize(s) of equal or greater value for any reason.
- (xii) Each Prize will only be awarded to the person whose verifiable name and valid email address appears on the Entry.
- (xiii) Where an Entrant has entered the Contest on behalf of a song-writing team, and the song-writing team's Entry is declared a Winning Entrant, prize money will be disbursed to the Entrant who entered the Contest on behalf of the song-writing team and the Entrant to whom the prize money is disbursed will bear the sole and absolute responsibility of disbursing the prize money to the song-writing team in the manner the Entrant deems appropriate, with or without the consent of the song-writing team.
- (xiv) Members of song-writing teams who have submitted an Entry which has been declared a Winning Entry, have no recourse against the GN based on the manner in which the Entrant to whom the prize money was disbursed chooses to disburse the prize money among the song-writing team.

## **6. SELECTION OF WINNERS**

### **A. First Prize:**

- (i) On February 28, 2021 ("Selection Date") in Iqaluit, Nunavut, the GN will announce the winner of the First Prize.
- (ii) The GN, or its designated representative(s), will make a minimum of three (3) attempts to contact the Winning Entrant (using the information provided on the Entry) within five (5) business days of the end of the selection date. If the Winning Entrant cannot be contacted within five (5) business days of the end of the selection date, or

if there is a return of any notification as undeliverable, then he or she will be disqualified (and will forfeit all rights to the Prize) and the GN reserves the right, in its sole and absolute discretion, to select and declare as a Winning Entrant an alternate eligible Entrant.

### **B. Second Prize:**

- (i) On the Selection Date, in Iqaluit, Nunavut, the GN will announce the winner of the Second Prize.
- (ii) The GN, or its designated representative(s), will make a minimum of three (3) attempts to contact the Winning Entrant (using the information provided on the Entry) within five (5) business days of the end of the selection date. If the Winning Entrant cannot be contacted within five (5) business days of the end of the selection date, or if there is a return of any notification as undeliverable, then he or she will be disqualified (and will forfeit all rights to the Prize) and the GN reserves the right, in its sole and absolute discretion, to select and declare as a Winning Entrant an alternate eligible Entrant.

### **C. Third Prize:**

- (i) On the Selection Date, in Iqaluit, Nunavut, the GN will announce the winner of the Third Prize.
- (ii) The GN, or its designated representative(s), will make a minimum of three (3) attempts to contact the Winning Entrant (using the information provided on the Entry) within five (5) business days of the end of the selection date. If the Winning Entrant cannot be contacted within five (5) business days of the end of the selection date, or if there is a return of any notification as undeliverable, then he or she will be disqualified (and will forfeit all rights to the Prize) and the GN reserves the right, in its sole and absolute discretion, to select and declare as a Winning Entrant an alternate eligible Entrant.

### **D. Other Prizes:**

- (i) On the Selection Date, in Iqaluit, Nunavut, the GN will announce the winners of the Other Prizes.
- (ii) The GN, or its designated representative(s), will make a minimum of three (3) attempts to contact the Winning Entrant (using the information provided on the Entry) within five (5) business days of the end of the selection date. If an eligible Winner cannot be contacted within five (5) business days of the end of the selection date, or if there is a return of any notification as undeliverable, then he or she will be disqualified (and will forfeit all rights to the Prize) and the GN reserves the right, in its sole and absolute discretion, to select and declare as a Winning Entrant an alternate eligible Entrant.

## **7. ODDS OF WINNING**

- (i) The odds of an Entry or Entrant being declared a Winning Entry or Winning Entrant are those at the outset of the Contest based on the total number of Entries received. The odds of winning may change as the

Contest progresses based on the number of entries in the possession of the GN at any given time.

- (ii) This Contest, however, is entirely based on merit.

## **8. CONTEST PUBLICITY**

- (i) Each Winner agrees to the use of his or her name, place of residence, image, voice and likeness in any advertising, promotional and publicity activities carried out by the GN relating to the Contest, such use to be available to the GN in perpetuity, worldwide, exclusive, free of charge and without further consideration or compensation to the Winner, unless prohibited by law.
- (ii) The names of the Contest Winners (first name, last initial) will be available at [www.ch.gov.nu.ca](http://www.ch.gov.nu.ca) within thirty (30) days from the day the Prizes are awarded to the Winning Entrants, for a minimum period of ten (10) days; subject to verification by the GN.

## **9. PRIVACY**

### **A. Collection & Use of Personal Information**

- (i) By entering the Contest, all Entrants, their parents and legal guardians, consent to the collection of personal information by the GN. Personal information may be used for promotion and publication purposes relating to the Contest, to contact Winners, and to perform aggregated analysis of language usage in Nunavut.
- (ii) By entering this Contest, each Entrant, their parents or legal guardians expressly consents to the GN, its agents and/or representatives, storing, sharing and using the personal information submitted with his or her Entry for the purposes of administering the Contest and performing aggregated analysis of language usage in Nunavut strictly in accordance with GN's privacy policy (available at: [www.gov.nu.ca/culture-and-heritage/information/qilaut - 2017](http://www.gov.nu.ca/culture-and-heritage/information/qilaut-2017)), unless the Entrant or his or her parent or legal guardian otherwise agrees.

### **B. Access to Information**

- (i) If you have any questions or concerns about the collection of your personal information, or to access your personal information, please contact the GN at:

Manager, Territorial ATIPP Office  
Dept. of Executive & Intergovernmental Affairs  
Government of Nunavut  
P.O. Box 1000, Station 200 Iqaluit,  
NU X0A 0H0

## **10. GENERAL TERMS AND CONDITIONS**

### **A. Applicable law**

- (i) This Contest is subject to all applicable federal, territorial and municipal laws and is only open to residents of Nunavut.

### **Additional Conditions of Participation**

- (i) By participating in this Contest each Contest Entrant accepts and agrees to these Rules, which shall be final and legally binding on Entrants, their parents and legal guardians, in all matters relating to this Contest. By entering the Contest, Winners agree, if so requested by the GN, to sign a standard form of declaration and release confirming compliance with the Contest Rules and releasing the GN, its employees, agents, partners, business affiliates, prize suppliers and promotional agencies from any liability connected to this Contest or a/the prize(s).
- (ii) Every Winner will be asked to enter into Licensing Agreement for their Entry declared to be a Winner.
- (iii) In consideration of and in exchange for being declared a Winner, Winning Entrants will freely and voluntarily grant to the GN a non-exclusive, non-transferrable, royalty-free, non-revocable, perpetual, world-wide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, or perform the Composition and to incorporate it in other works in any form, media, or technology now known or later developed, all subject to the terms of any applicable license granted by the Winning Entrant to the GN by the Licensing Agreement or any subsequent ones entered into by the Winning Entrant(s) and the GN.

### **B. Cancellation and Notification**

- (i) The GN reserves the right, in its sole discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, for any reason, or any other cause beyond the reasonable control of the GN that interferes with the proper conduct of this Contest as contemplated by these Rules.
- (ii) The GN reserves the right, in its sole discretion, to cancel or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.
- (iii) The GN reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Entry with these Rules, which, in the opinion of the GN, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

### **C. Indemnification**

- (i) Contest Entrants, their parents and legal guardians shall at all times indemnify and save harmless the GN, its officers, servants, employees and agents from any claims, demands, costs, losses, damages, expenses, actions, suits or other proceedings by whomever made, brought, or prosecuted in any manner based upon or related to the activities of this Contest.
- (ii) By entering the Contest, each and every Entrant and their parents and legal guardians agree to fully indemnify the

GN, officers, servants, employees and agents from any and all claims by third parties without limitation.

**D. Limitation of Liability**

- (i) The GN shall not be liable for any injury or damage (including death) to the Contest Entrant, their parents or legal guardians or for loss or damage to the property of the Contest Entrant, their parents or legal guardians in any manner based upon, arising from or attributable to the Contest Entrant's or Entrants' participation in the Contest.
- (ii) By entering this Contest, each and every Entrant, their parents or legal guardians acknowledge and agree that the GN, officers, servants, employees and agents: (i) shall have no liability of any kind whatsoever with respect to this Contest and/or the awarding or use of the Prizes, (ii) make no warranty, guarantee or representation of any kind concerning the Prizes, (iii) disclaim any implied warranty, and (iv) are not liable for injury, loss, or damage of any kind resulting from the Contest Entrant's, their parent's or legal guardian's acceptance or use of the Prize or otherwise from such entry or participation in the Contest.

**E. Decisions Final**

- (i) All decisions of the GN in connection with this Contest are final. The GN reserves the right to change or amend the terms of this Contest or terminate it at any time, in its sole discretion without prior notice. All prizes must be accepted as awarded. Prizes are not transferable.

**F. Property in Entries**

- (i) All Entries submitted to and received by the GN become property of the GN.
- (ii) Entrants retain copyright in the Composition.

**G. Governing Law**

- (i) All issues and questions concerning the construction, validity, interpretation and enforceability of these official Contest Rules or the rights and obligations of an Entrant, their parents or legal guardians or the GN in connection with the Contest shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada applicable therein.

**I. Choice of Forum**

- (i) These rules shall be interpreted and governed by the laws of Nunavut and any action taken relating to this contest shall be commenced in the Nunavut Court of Justice.

**J. Language Conflict**

- (i) In the event of any discrepancy or inconsistency between the

terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry, Website, Inuktitut, Inuinnaqtun, or French versions of these Rules, and/or television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.

**K. Waiver**

- (i) Before being declared a confirmed Winner, each eligible Winner must sign (and/or have his/her parent or legal guardian sign, if eligible Winner is a Minor) and return within fifteen (15) business days of notification a declaration and release prepared by the GN, which, among other things: (i) confirms compliance with these Rules and acknowledges acceptance of the applicable Prize as awarded; (ii) agrees to release the GN, its officers, servants, employees, agents and assigns from any and all claims, damages, liabilities, costs, and expenses arising from any liability in connection with this Contest and/or his or her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; (iii) agrees to indemnify the GN against any and all claims, damages, liabilities, costs, and expenses arising from use of his or her Prize; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and video or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the GN in any manner whatsoever, including print, broadcast or the internet.
- (ii) If the selected Winner: (a) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot accept the Prize for any reason; then he/she will be disqualified (and will forfeit all rights to the Prize) and the GN reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).
- (iii) Upon receipt of the declaration and release, GN will contact the Winner by phone or email regarding Prize fulfillment.

**L. No Assistance**

- (ii) The GN will not supply sound recording assistance to any Entrant in order to enter the Contest.

END OF DOCUMENT