

## Contest Rules

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### YouTube Works For Brands – Contest Rules

YouTube Works (the “Contest”) is sponsored by Google LLC, whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States (“Sponsor”).

To enter this Contest, all participants (whether an individual (“Individual”), a participating business (“Business”) and/or a representative of Business (e.g. an employee or director) (“Representatives”), together “Participants” or “you”) must read and agree to these rules (“Rules”). By entering the Contest, you agree that these Rules will apply to you. Participants will not be eligible to be considered in this Contest unless they agree to these Rules. Businesses agree that if Representative clicks the checkbox in the submission form, this will constitute agreement to these Rules. The Representative accepting the Rules on behalf of Business warrants that he or she has full power and authority to do so.

### 1. Eligibility

1.1. To participate in the Contest and be eligible for entry, the following conditions must be satisfied throughout the duration of the Contest:

1. Business must be established and have a billing address in Canada. Individuals must also have a billing address in Canada.
2. Participant must not be (i) prohibited by applicable export controls and sanctions programs from participating in the Contest, or (ii) a wholly or partially state-owned entity or an employee of the government or of a government-controlled entity.
3. Individuals and Representatives must be at least 18 years of age.
4. Participants must not be employees, officers, or directors of Sponsor, its subsidiaries and affiliated companies, or be the immediate family or living in the households of any such persons.
5. Business will provide its Representatives with a copy of these Rules. Business will, and will ensure that all Representatives will, comply with all laws, regulations and their fiduciary obligations applicable to their entry into this Contest, including but not limited to anti-bribery laws.
6. Participants must have run a YouTube advertising campaign during 2018 or 2019.

1.2. Representatives acknowledge that any prizes (if any) will be awarded to their Business and not to them individually.

1.3. All determinations of eligibility will be made at Sponsor’s sole and absolute discretion, acting reasonably. Sponsor reserves the right to verify eligibility

1.4 **NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING.**

## 2. How to Participate

### Submissions

- 2.1. To enter the Contest, you must submit an entry on the Contest website, located at [yt.be/works/ca](http://yt.be/works/ca) that complies with the Submission Requirements described below (as determined by Sponsor in its sole and absolute discretion).
- 2.2. All data provided through the registration process must be complete and correct.
- 2.3. There is a limit of one (1) Entry per Participant during the Submission Period (as defined below).

### Key Dates

- 2.3. Contest begins at 6:30pm EST on May 23, 2019 and ends at 11:59pm EST on August 15th 2019 ("Submission Period"). All entries must be submitted during the Submission Period. All entries received after the Submission Period are automatically disqualified.
- 2.4. The Winners will be announced at an awards event on October 24 2019, in Toronto, Ontario, at approximately 7:00 pm EST.

### How to participate

- 2.5. Participants will submit their entry via an online form, located at the following [link](#), detailing how Participants are using YouTube to deliver highly effective marketing campaigns.
- 2.6. By participating in the Contest, each Participant hereby warrants and represents that their Submission and all parts thereof (the "Submission Requirements"):
  1. are original to the Participant and that the Participant has obtained all necessary rights in and to the Submission for the purposes of entering such Submission in the Contest;
  2. do not violate any law, statute, ordinance or regulation;
  3. do not contain any reference to or likeness of any identifiable third parties whom the Participant does not have the necessary rights to show or include in the Submission;
  4. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
  5. are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

## 3. Determining the Winners

3.1. After the Submission Period, the Submissions will be judged by an initial panel of independent judges (“Round One”), which will evaluate the Submissions in accordance with the criteria set out in these Rules (the “Judging Criteria”) and award each Submission with a number of points.

3.2. The Round One judges will agree on the shortlist of 15 Submissions with the highest number of points from Round One (the “Shortlist”) to send to a final jury (the “Final Jury”). The Final Jury will also be comprised of independent judges, who will also evaluate the shortlisted Submissions in accordance with the Judging Criteria and award each Submission with a number of points.

3.3. Submissions scoring the most points within each of the final subcategories in Section 3.5 (as agreed upon by the assembled judges) will be reviewed and approved by the Final Jury to determine the winner in each category. Final Jury judges will agree on the Ruby winner in the same manner.

### **The Awards Categories**

3.4. **THE RUBY (top prize):** Awarded to the entry Submission that overall, in the judges’ discretion, best demonstrates the impact of YouTube on a company’s business results (e.g., market share, revenue). Judges will be looking for the most creative, innovative and data-driven work with demonstrable business results.

3.5 The judges will have discretion to award the following titles to those winners that they deem to demonstrate the following:

1. Best Brand Campaign
2. Best Response-Driven Campaign
3. Best Full-funnel Campaign
4. Best Organic Reach Campaign
5. Small Budget, Big Results
6. Best Integrated Media Campaign
7. Best Creative Effectiveness

### **Judging Criteria:**

3.5 The judges will evaluate the Submissions based on the following Judging Criteria, each of which will be evaluated based on the number of points attributed to it.

1. Successful creative execution of creative idea; 10 points.
2. Effective use of creative to deliver on strategic role of YouTube in campaign; 10 points.
3. Strategic use of YouTube (capabilities leveraged and how); 20 points.
4. The impact of YouTube on campaign effectiveness or efficiency; 30 points.
5. The effect of the campaign on the business (relative to spend and what could be reasonably expected within the category); 30 points.

The Submission with the most points, as determined by the Final Jury based on the Judging Criteria, as well as the Submissions to which the Final Jury has awarded the additional discretionary awards mentioned above are deemed "Potential Winners" (each a "Potential Winner").

#### **4. Notification of Potential Winners and Potential Winners' Obligations**

4.1. If you are a Potential Winner, Sponsor will notify you by sending an email to the address you provided in your Submission on or before October 15, 2019.

4.2. Before being declared a winner, a Potential Winner may be required to sign and return a declaration of eligibility and/or publicity release, as determined by Sponsor in its sole and absolute discretion. Any Potential Winner who does not comply with this requirement could have its Submission rejected and be disqualified from the contest, in Sponsor's sole and absolute discretion. If this occurs, Sponsor reserves the right, in its sole and absolute discretion, to appoint a new Potential Winner, which will be the Submission with the next highest number or points, or, in the case of the additional discretionary awards, the Submission that the Final Jury deems to be the next best in the applicable category.

4.3. Sponsor is not responsible for lost, late, misdirected, mutilated, incomplete and illegible Submissions, or for electronic transmission errors, theft or destruction or unauthorized access to or alterations of entry, technical malfunctions of any kind. Submissions are void if they are in whole or in part incomprehensible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft.

4.4. Sponsor will not be liable for unsuccessful efforts to notify a Potential Winner. If a Potential Winner fails to abide by these Rules or is deemed ineligible, in Sponsor's sole and absolute discretion, Sponsor may select an alternative winner from all remaining Participants, in the manner provided above.

#### **5. PRIZES**

5.1. Each winner will be presented with a trophy (with an approximate value of \$200 CAD). These trophies will be delivered to the winners of each Award category in person at the YouTube Awards event on October 24, 2019.

5.2. Each prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any prize or a component thereof with an item or items of equal or greater retail value. Each prize will only be awarded to the Participant named on the form associated with the Submission in question.

5.3. There is a limit of one (1) prize per Participant.

#### **6. Privacy**

6.1. You acknowledge that Sponsor may collect, store, share and otherwise use personally identifiable information provided during registration for the Contest. Sponsor will use this information for the purpose of the Contest only and will process any such personal information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>).

6.2. Your information may also be transferred to countries outside of your country of residence, including to the United States. Such other countries may not have privacy laws and regulations similar to those of your country of residence.

6.3. You have the right to request access, review, rectification or deletion of any personal data held by Sponsor in connection with the Contest by writing to Sponsor at [YouTube-Works-CA@google.com](mailto:YouTube-Works-CA@google.com).

## **7. Intellectual Property Rights**

7.1. As between Sponsor and you, you retain ownership of all intellectual property rights (including moral rights) in and to any content submitted by you as part of your Submission into the Contest. By submitting a Submission into the Contest, you grant Sponsor, its subsidiaries, agents and partner companies, an irrevocable, sub licensable, worldwide, royalty-free, and non-exclusive licence for the duration of any intellectual property rights in the Submission to use, copy, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your Submission into the Contest for any purpose connected with the Contest, such as, but not limited to: (1) for the purposes of allowing Sponsor and the judges and Final Jury to evaluate your entry for purposes of the Contest and identifying winners to the public, and (2) for the purposes of advertising and promotion, and press and media communications.

7.2. You warrant that you are entitled to any intellectual property rights in your entry and that you have not copied your Submission, in whole or in part, from any other existing work.

7.3. By entering the Contest, Participant grants to Sponsor a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, business name, brand features and website address for advertising and promotional purposes (including, without limitation, the promotion of the Contest) for the full period of protection of any applicable intellectual property laws.

7.4. Participants agree to participate in any media or promotional activity regarding the Contest if they are a winner and, in that event, will grant to Sponsor a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, image and likeness for advertising and promotional purposes.

## **8. Right to Cancel, Modify, or Disqualify.**

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bug, tampering, unauthorized intervention, fraud or failure. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

## 9. Severability

If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

**10. Warranty, Indemnity, and Release:** Participants warrant that their Submissions are their own original work and, as such, they are the sole and exclusive owner and rights holder of the entered Submission and that they have the right to enter the Submission in the Contest and grant all required licenses. Each Participant agrees not to enter any Submission that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable provincial or federal law.

To the maximum extent permitted by law, each Participant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Submission or other material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Contest; (c) any non-compliance by the Participant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Participant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

Participant releases Sponsor from any liability associated with: (a) any malfunction or other problem with the Contest Site; (b) any error in the collection, processing, or retention of Submission information; or (c) any typographical or other error in the printing, offering or announcement of any prize or winners.

**11. Disqualification:** Any false information provided within the context of the Contest by any Participant concerning identity, mailing address, telephone number, email address, information accuracy, ownership of right or non-compliance with these Rules or the like may result in the immediate disqualification of the Participant from the Contest, as determined by Sponsor in its sole and absolute discretion.

**12. Internet:** Sponsor is not responsible for any malfunction of the entire Contest Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submissions due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, computer equipment, or traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit s Participant's ability to participate.

**13. Not an offer or contract of employment:** Under no circumstances shall the entrance of a Submission into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with Sponsor. You acknowledge that you have entered your Submission voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsor and that no such relationship is established by your submission of a Submission under these Rules.

**14. Forum and recourse to judicial procedures:** To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

**15. For residents of Quebec:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.