



ONE-MINUTE-TO-WIN-IT COMPETITION RULES
Fuerza Latina (the “Presenters”)
(the “Official Rules”)

One Minute to Win It! Talent Competition (the “Event”)
Final Date of Event: September 26, 2020

These Official Rules govern the Event. By participating in the Event, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

Amendments to the Official Rules may occur throughout the Event’s progress that could affect presenting times, presenting methods, and other elements related to the reveal of the Finalists’ or Fuerza Latina’s virtual stage.

Fuerza Latina reserve the right, in their sole discretion, to cancel, modify, or suspend the Event and/or amend these Official Rules at any time, for any reason whatsoever, and if legally required.

You may not amend these Official Rules in any way.

1. WHO ARE THE PRESENTERS?

The Event is presented and administered by Fuerza Latina (the “Presenters”), and its other collaborators as named or to be named in forthcoming promotional material for the Event.

Supporting Gold Sponsor is LiUNA Local 183. The following entities are promotional collaborators of the Event: Uma Nota, Cameos Radio, [Guia Hispana](#), and Compra Y Venta media.

This Event is in no way sponsored, endorsed, administered by or associated with any third party social media or social networking service or site (each a “Third Party Service”), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Event should be directed to Fuerza Latina and not to any Third Party Service.

2. WHO IS ELIGIBLE TO ENTER?

The Event is open to residents of Ontario who are at least 13 years old as of the date of entry. Entrants who are under 18 years of age must have the consent of their parent or legal guardian to participate in the Event per these Official Rules.

To be eligible to enter this Event, an individual must:

- a) either accept the responsibility to acquire the rights or be the sole owner of all right, title and interest (including copyright) in and to the Entry Material (as defined below) submitted in connection with the Event.
- b) have access to either Zoom, Google Meetups during the Event period.
- c) be willing to appear and is available to appear via video conference on-air live with Fuerza Latina between **Friday, September 18, 2020, to Thursday, September 24, 2020, between 4-6 pm ET.**
- d) be willing to appear and is available to appear via video conference on-air live with Fuerza Latina if deemed the potential winner on **Saturday, September 26, 2020, between 4-6 pm ET.**



- e) be willing and able to participate in the prize as awarded, if selected as a First, Second, or Third prize winner.

The following individuals are not eligible to enter the Event:

- a) employees, officers, directors, agents, and representatives of
 - i. the Presenters, Collaborators, Sponsors, or any of their respective parents, subsidiaries or affiliates;
 - ii. any prize suppliers;
 - iii. all other companies associated with the Event;
- b) a household member of any of the individuals listed in (a), above, whether or not related;
- c) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above.

3. WHEN DOES THE EVENT START/END?

You may enter the Event on Saturday, May 16, 2020, from 11:00 a.m. to until Wednesday, September 16, 2020, at 11:59 p.m. ("Entry Period") after which time the Event will be closed and no other entries shall be accepted. All times referenced in these Official Rules are ET. Specific Event timelines below:

Phase 1 – Entry Period

Occurs online between May 16, 2020 (11:00 a.m. ET) to September 16, 2020 (11:59 p.m. ET)

- All entries must be received online during this period. Please refer to Section 4 below for details on video submission.

Extended Deadline

- At the discretion of Fuerza Latina, the submissions deadline may be extended. An announcement will be made in advance.

Phase 2 – Popular Voting Period

Occurs online between September 18, 2020 (11:00 a.m. ET) to September 24, 2020 (11:59 p.m. ET)

- Selected entries moved onto to the Semi-Final Round will be voted upon by Popular Vote by the public on the Fuerza Latina's chosen voting platform to **be accounted in the decision of the top three (3) Finalists.**
- Semi-Finalists will be announced by Fuerza Latina on September 18, 2020, via social media and website.
- If selected as a Semi-Finalist you may be contacted up to three days before announcing the Finalists with a preset interview agenda and to coordinate the live appearance for Finalists, should you be selected as a Finalist*.

*Finalists will be required to speak live about their interest in their Event, their excitement being selected as a Finalist, and other basic questions.

Judging Committee(s) will select the top **10** semi-finalists based on a set of predetermined criteria: Time (one minute), Originality/Creativity, Quality, and Diversity. **In addition to the preset criteria, the top three (3) Finalists will be have their score take into account the Popular Vote.**

Extended Deadline

- In the case of an extended deadline for submissions being enacted, the Popular Voting Period will begin shortly after the new extension date is met. Announcements will be made.



Phase 3 – Revelation of Winners

Occurs online on September 26, 2020 (4 p.m.- 6 p.m. ET)

- **Semi-Finalists** are contacted to reconfirm arrangements for live streaming on the Event's virtual stage. **(September 18th)**
- The Judging Committee will vote for the top three (3) prize winners and winners will be **revealed** live on **September 26, 2020 (4 p.m.- 6 p.m. ET)**.

4. HOW DO I ENTER THE EVENT?

No entrance or registration fee is required to enter the Event.

To enter the Event visit www.fuerzalatinaservices.org (the "Event Website") during the Entry Period to access the online Registration Form for the Event. Complete the form and follow instructions to:

- upload participant details
- include a link to a video showcasing your talent that falls under the defined talent categories (the "Entry Material")
- ensure that social media accounts hosting your video are made public for viewing.

5. HOW MANY TIMES MAY I ENTER THE EVENT?

There is a limit of one entry per Participant or Group of Participants. A Group consists of multiple participants working as one unit.

In the case of multiple entries, only the first eligible entry will be considered.

6. COULD MY ENTRY BE REFUSED OR REJECTED?

Fuerza Latina reserves the right to refuse any entry for any other reason as they may determine. Your entry could be refused or rejected if:

- you attempt to enter the Event in a fashion not authorized by these Official Rules;
- your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- your entry is submitted using robotic, automated, programmed, or other illicit means; or
- your entry is not in compliance with these Official Rules.

7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Event:

- you agree to be bound by these Official Rules and by the decisions of the Presenters, which decisions are final, binding and conclusive;
- you represent and warrant that:
 - your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other forms of submission, as applicable) (all such material, collectively, the "Entry Material") is original to you,

- ii. you have all necessary rights, or will bear the responsibility in obtaining the necessary rights, in and to your Entry Material to enter the Event, including the consent of any third parties whose personal information is included in your Entry Material,
 - iii. your Entry Material does not contain, promote, condone, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Presenters, such as hate or violence against people based on race, ethnicity, colour, national origin, religion, age, gender, sexual orientation, disability, medical condition, veteran status or other forms of discriminatory intolerance; and,
 - iv. you will attempt for this Event, at the best of your abilities, to follow the Government of Canada's health and safety measures regarding the present pandemic, more information at, <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks.html?topic=tilelink#self>
- c) you understand and agree that your entry, including your Entry Material, will not be returned to you and might be moderated or edited by Fuerza Latina as it deems appropriate;
 - d) you grant to the Presenters the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Event (or any similar Event), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;
 - e) you waive all claims of moral rights in any use of your Entry Material by Fuerza Latina under the rights granted in these Official Rules; and
 - f) you waive and forever discharge the Presenters, their respective parents, affiliates, and subsidiaries, any other companies associated with the Event, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the "Releasees"), and agree to indemnify and hold harmless each of the Releasees, from and against any claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to;
 - i. your participation in the Event,
 - ii. the awarding, receipt, possession, use or misuse of any prize, in whole or in part, including participating in travel or any activity related to the prize,
 - iii. the use of any Entry Material or Publicity Material (defined below) under the rights granted in these Official Rules, or
 - iv. any breach of these Official Rules.
 - g) If your video is selected as a semi-finalist you must be able to provide a copy of that video or audio piece to Fuerza Latina to upload to the Fuerza Latina website or YouTube channel for the voting period in Phase 2. All finalists are required to host their videos on their own YouTube page.

8. WHAT ARE THE EVENT PRIZES?

Odds of winning depend on the number of eligible entries received and on the application of judging criteria. There is one (1) First Prize, one (1) Second Prize, and one (1) Third Prize available to be won in the Event, as follows:

First Prize: one (1) First Prize consisting of a cash prize for \$500 CDN and an opportunity to perform at the next running Vaughan Latin Festival.

Second Prize: one (1) Second Prize consisting of a cash prize for \$300 CDN.

Third Prize: one (1) Third Prize consisting of a cash prize for \$200 CDN.



Based on submission quality, quantity, and other determining factors, Fuerza Latina has the discretion +of awarding only the one (1) grand prize winner for \$500 with no other prizes given. An announcement will be made if this is case.

9. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Cash prizes will be sent to the winning Participants in the amount won via e-transfer within 24 hours of the Results Announcement to the email indicated on their Registration. Prizes will not be replaced if lost or stolen.

Except as otherwise indicated by the Presenters, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other period as may reasonably be advised. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?

Judging of entries

Between Friday, May 16, 2020, and September 18, 2020, a judging committee(s) comprised of knowledgeable and professional individuals under the category types, will select the top **ten (10)** semi-finalists based on a set of predetermined criteria (the "Criteria"):

- Time adherence (10%)
- Creativity/Originality of Entry Material (30%)
- Quality of Entry Material (30%), and
- Diversity (30%).

Judging is based upon a continuous viewing/listening of up to a 1 minute (60 seconds) in duration. Semi-Finalists will be notified using the information provided at the time of entry.

The top three (3) Finalists will, in addition to the preset criteria for the Semi-Finalists round, have their score take into account the Popular Vote. Weight of the Popular Vote is 20% of the judgement for the Finalists.

The Judging Committee will **then** vote on First Prize, Second Prize, and Third Prize Winners.

Potential winners not available on September 26, 2020, will be said to have declined a prize; or, does not meet the requirements outlined in these Official Rules, as determined by the Presenters, the potential winner will be disqualified and an alternate potential winner will be selected based on the next-ranking eligible entry. The decisions of the judges are final and binding and may not be challenged in any way.

11. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

Before being declared a Semi-Finalist and forthwith a winner, a selected entrant must:

- a) comply with these Official Rules;
- b) sign and return, within any designated period, a release of liability and consent to publicity form (the "Release Form") and any other documentation as reasonably required. If the potential Semi-Finalist is a minor, their parent or legal guardian must sign and return the Release Form; and



- c) at the request of the Presenters, provide proof of identification to confirm eligibility or to claim a prize, or provide proof that they are the authorized account holder of any account associated with the selected entry.

12. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Presenters may require you to appear in publicity related to the Event or any similar Event. By accepting a prize you:

- a) grant to the Presenters the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Event or the prize, by any available means;
- b) agree that any such captured material, together with your biographical information, such as name or city of residence, or your Entry Material (collectively, all such materials, the "Publicity Material") may be used by the Presenters or their licensees, successors, or assigns (collectively, the "Publicity Parties") in any media, whether now known or later devised, worldwide and in-perpetuity, for advertising or promotional purposes related to the Event or any similar Event. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material unless otherwise prohibited by law; and
- d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

13. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By entering the Event, you consent to Fuerza Latina's collection, use and disclosure of your personal information following the Privacy Policy, available at <https://fuerzalatinaservices.org/privacy-policy/> (the "Fuerza Latina Privacy Policy"), for purposes of administering the Event as described in these Official Rules.

Throughout participating in the Event, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "Commercial Communications") from the Presenters or other parties. Should you elect to receive Commercial Communications from Fuerza Latina, your personal information will be used by Fuerza Latina to that end, under the Fuerza Latina Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- a) per these Official Rules, or with your consent, or as otherwise permitted or required by law;
- b) you elect to receive Commercial Communications from a party other than Fuerza Latina;
- c) to coordinate the fulfillment or provision of the prize with a prize supplier; and/or
- d) if you have been asked to sign and return a Release Form or other documentation under the terms of these Official Rules, Fuerza Latina may disclose your personal information to any interested party, such as an entity who is released from liability.

FUERZA LATINA'S DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY'S PRIVACY POLICY AND PRACTICES.

14. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?

The Releasees assume no liability for the following:

- a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- d) printing, typographical, or other errors appearing within these Official Rules, in any Event-related advertisements, or Event-related materials;
- e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Event;
- f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Event, the use of any website, or the downloading or accessing of any materials;
- g) anyone being incorrectly or mistakenly identified as a winner or potential winner; and/or
- h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Event, including those errors, problems or difficulties that may relate to the administration of the Event, the processing of entries, the advertising of the Event, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

15. WHAT ALSO DO PARTICIPANTS WAIVE?

00Waiver

I hereby release Fuerza Latina and its employees, servants and agents from any claims whatsoever, which may be caused by, or arise from my/ my child/ward's participation in activities at Maple Centre, Mackenzie Glen District Park, Mackenzie Glen Public School, Vaughan Latin Festival, Hispanic Heritage Flag Raising Ceremony, Fuerza Latina Galas/events, Mapleglen Residences, and surrounding areas or sponsored by Fuerza Latina; except where the damage or injury is caused by the negligence of Fuerza Latina or its agents, officers and employees acting within the scope of their duties.

01Waiver

I understand that I/my child/ward should not attempt to take part in any activity with which they are not familiar, without first receiving instructions. I also agree that I /my child/ward must abide by any policies of Fuerza Latina concerning the use and operation of its facilities.

02Waiver

I further agree that I, the undersigned, have no knowledge of any physical illness, disability or other reason that could cause my / my child's/ward's participation to prove hazardous to my/their health. I understand that by signing this consent waiver, I am allowing myself / my child/ward to actively participate in the activity as outlined above.

03Waiver

I understand that in order to maintain an environment that is safe, inclusive and positive for all participants, Fuerza Latina reserves the right to dismiss a participant for any behaviour deemed as unacceptable.

04Waiver

Your video, image & biographical information may be used by Fuerza Latina for advertising / promotional purpose or purpose of the content. I understand that by signing this form, I consent that the video, photographs and/or film in which I appear may be used by Fuerza Latina, its assigns or successors, to



promote Fuerza Latina events and programs. Furthermore, I hereby consent that such photographs, films and recordings made shall be licensed under Creative Commons their property, and they shall have the right to sell, duplicate, reproduce, and make other uses as they may desire free and clear of any claim whatever on my part. This photo release will be used for Photographs/videos taken at any event offered by Fuerza Latina.

05Waiver

We reserve the right to cancel the program(s) in the event of insufficient enrolment and/or attendance.

16. WHAT LAWS APPLY TO THE EVENT?

The Event is subject to applicable federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Event may be a violation of criminal or civil laws. Should any such attempt be made, the Presenters reserve the right to seek remedies and damages to the fullest extent permitted by law.

17. COULD THE PRESENTERS DISQUALIFY OR BAN SOMEONE FROM AN EVENT?

The Presenters reserve the right, in their sole discretion, to disqualify any entrant from the Event, or prevent any entrant from future participation in an Event, that has:

- a) resold or attempted to resell a prize, in whole or in part;
- b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Event and/or the Event Website;
- c) provided false or misleading information;
- d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or
- e) otherwise violated these Official Rules.

19. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.

20. SHORT RULES DETAILS

- Consent to having read the Official Rules.
- No entrance fee is required.
- Online registration is required.
- Open to Ontario residents who are over 13 years, consent from parent/guardian is required if under 18 years.
- One entry per participant or group of individuals.
- Talent categories are: Music (incl band), Vocal (not band), Dance, Filmmaking, Comedy, or Visual Arts (painting/drawing)
- Musical and Visual Arts pieces must depict participant(s) performing their musical talents on video.
- **Up to one (1) minute long** digital submissions accepted, please indicate preferred viewing timestamp if applicable.
- Cash prizes are: First Prize Winner \$500, Second Prize Winner \$300, and Third Prize Winner \$200
- A valid email to be used for an E-transfer must be provided to accept cash prizes.
- Judging criteria based on Time, Originality/Creativity, Quality, and Diversity.

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- Submissions deemed to be inappropriate (violent, dangerous, or sexual connotation) will be disqualified.
- Participants are encouraged to follow the Government of Canada's health and safety measures: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks.html?topic=tilelink#self>