



BC HYDRO'S POWER SMART PARTNER ADVOCACY CONTEST

VIDEO ADVOCATE SEARCH

OFFICIAL CONTEST RULES

BC HYDRO POWER SMART PARTNER PROGRAM (PSP)

1. NO PURCHASE NECESSARY.

A. THIS CONTEST IS OPEN ONLY TO individuals who:

- (a) are, throughout the Contest Period (as defined below), employees of businesses which are eligible for British Columbia Hydro and Power Authority's (the "**Sponsor**" or "**BC Hydro**") *Power Smart Partner Program* and whose BC Hydro account is in good standing throughout the Contest Period (such businesses each being an "**Eligible PSP Customer**");
- (b) have received the permission of the Eligible PSP Customer to enter the Contest him/herself
- (c) are residents of British Columbia who have reached the age of 19 years.

An Eligible PSP Customer is a commercial, government or institutional organization with a BC Hydro key account manager. Residential customers and representatives of commercial customers which are not PSP Customers, and representatives of organizations affiliated with BC Hydro, its subsidiaries, and its advertising or promotional agencies are not eligible to enter.

A person who meets the above eligibility criteria is referred to below as an "Eligible Entrant".

B. This contest (the "**Contest**") begins on October 1, 2011 at 10:00 am Pacific Time ("**PT**") and ends January 31, 2012 at 5:00 pm PT (the "**Contest Period**"). Although entries must be received no later than January 31, 2012, public voting (see "*Public Voting*" below) begins February 20, 2012 at 10:00 am PT and closes March 9, 2012 at 5:00 pm PT.

2. HOW TO ENTER.

TO ENTER: Film a video clip (5 minutes in duration or less) that portrays how you personally, your work team or your organization practice, and are an advocate for, energy conservation in

the workplace. Complete in full the *Contest Entry, Consent and Release Form* (available at www.bchydro.com/recognition), which grants permission to BC Hydro to use your submitted video (“**Video**”) for Contest promotion purposes, in various media applications. For details on how to Submit your Video and *Contest Entry, Consent and Release Form*, see Video Submission details in following section.

In your Video, you must include content on the following:

- (a) What actions do you take to conserve energy in the workplace?
- (b) How are you an advocate for energy conservation? How do you promote energy conservation to others?
- (c) What are some of your goals and motivations for being more energy efficient and environmentally sustainable? What are some of the barriers you face in reaching those goals?
- (d) If you won, what would you do to further demonstrate and spread the word about energy efficiency in your workplace?

Video Submission: Entrants may submit their Video in one of multiple ways:

Key Account Manager: The Video may be uploaded to a CD/DVD/USB drive and submitted through the Eligible Entrant’s Key Account Manager.

Email: The Video may be sent via email to [PSP@ bchydro.com](mailto:PSP@bchydro.com).

YouTube: The Video may be uploaded to a YouTube channel and the link sent via email to PSP@bchydro.com as part of the submission where indicated in the *Contest Entry, Consent and Release Form*. All Videos must be submitted in format(s) conforming to YouTube’s technical requirements and Terms of Service (<http://www.youtube.com/t/terms>). Please note that, before the Video is uploaded onto YouTube, all Contest Entry, Consent and Release forms must be signed and submitted to [PSP@ bchydro.com](mailto:PSP@bchydro.com).

Contest Entry, Consent and Release Form must be completed in full by each Eligible Entrant and submitted with their Video. Entry is personal to each Eligible Entrant and that person (not the Eligible PSP Customer) is the Contest entrant. Should a group of persons be involved in creating a Video for the Contest, one member of such group must be appointed to be the Eligible Entrant for that Video and that person alone will be eligible to win. By entering, each Eligible Entrant represents and warrants that he/she has obtained the permission of their employer (the respective Eligible PSP Customer) to submit his/her Contest entry.

All submitted Videos must be in compliance with these rules. The Sponsor will initially screen every submitted Video within one (1) week of the Contest Period closing. Any Video that the Sponsor and/or the contest judges deem, in their sole discretion, to violate the terms and conditions set forth in these Rules, will not be eligible to be posted. In accordance with Rule 4(a), up to the five (5) Finalist Videos as judged by an internal BC Hydro voting panel that are deemed appropriate and compliant will be posted on the Contest Website

(bchydro.com/recognition) and the Eligible Entrants declared Finalists will receive an email notification from Sponsor indicating that their video has been posted. All submitted Videos must be in compliance with the specific requirements contained below.

LIMIT one (1) entry per Eligible Entrant.

If a Contest entrant wishes to enter a Video which contains the image of any third party or parties, then the Contest entrant must obtain, from each third party whose image is contained in the Video, and submit via fax or mail, an originally signed “*Release and Authorization for Use of Likeness and Personal Information*” form which can be downloaded from the Contest Website. The completed form(s) must be faxed to: 604-453-6505 or mailed to: BC Hydro Power Smart, Suite 900 – 4555 Kingsway, Burnaby, BC V5H 4T8 (c/o PSP – 11th floor), and must be received no later than 5:00 pm Pacific Time on January 31, 2012 or the corresponding entry will be disqualified.

By submitting an entry, an Eligible Entrant agrees to having read, and to comply with, these Official Contest Rules (“**Rules**”) and by the interpretation of these Rules by BC Hydro and warrants and represents that his/her Video:

- (i) is original to the Eligible Entrant and that the Eligible Entrant has all necessary rights in and to their Video and all of its components to enter the Video in the Contest. For example, you must have permission to use any and all footage and/or music contained in your Video;
- (ii) does not and will not violate any law, statute, ordinance or regulation;
- (iii) does not contain any reference to or likeness of any third parties, unless consent has been obtained from all such individuals and a signed *Release and Authorization for Use of Likeness and Personal Information* has been submitted with the entry;
- (iv) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- (v) is 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;
 - Sexual activity;
 - Crude, vulgar or offensive language and/or symbols;
 - Derogatory characterizations of any ethnic, racial, sexual or religious groups;

- Content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;
- Personal information of individuals, including without limitation, names and addresses (physical or e-mail);
- Conduct or other activities in violation of these Official Rules;
- Commercial messages, comparisons or solicitations for products or services;
- Any identifiable third party products and/or trade-marks, brands or logos. For example, any clothing worn by persons appearing in Submitted Materials must not contain any visible logos, trade-marks or other third party materials;
- URLs or links to any third party websites. Any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor and/or the contest judges in their sole and exclusive discretion.
- Images and/or narratives captured in the video do not disclose proprietary information/processes belonging to customers (i.e., the entrant's employers) unless the customer has consented to this disclosure in writing

The Sponsor reserves the right, in its sole and unfettered discretion, to disqualify at any time any Video(s) that it believes may infringe on the rights of any third parties. All entries become the sole property of Sponsor and will not be returned. The Sponsor reserves the right, in its sole and unfettered discretion, to disqualify at any time during the Contest any Video it deems inappropriate or offensive in anyway or which otherwise may not comply in full with these rules.

In the event of a dispute, all electronic entries will be deemed made by the authorized account holder of the email address submitted at time of entry. Submission of an email address, for purposes of this paragraph, means either direct submission of Eligible Entrant's email address or the uploading of the Video from an authorized YouTube account associated with a given email address. The authorized account holder is deemed to be the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address.

USE OF VIDEOS. By entering the Contest and submitting a Video, each Eligible Entrant agrees that Sponsor shall have an irrevocable, perpetual, universe-wide, fully paid-up and royalty-free license to copy, excerpt, edit and repurpose all Videos (including, without limitation, by means of digitizing or otherwise encoding all submitted Videos), and to use, re use, publish, re-publish and otherwise exploit such Videos in whole or in part, individually or in conjunction with other photographs or images, in any and all media now known or hereafter devised and for

any purpose whatsoever, including, without limitation, for use in advertising, promotion and trade and on merchandise, throughout the universe and to use the name, likeness and photograph of such Eligible Entrant in connection therewith if Sponsor so chooses in its sole discretion without any additional compensation. Entrants agree that they will not be compensated for submitting any Videos. Only Videos which are submitted in accordance with all applicable rules governing this Contest will be eligible for selection.

3. PRIZE. There is one (1) grand prize available to be won, consisting of one (1) “Power Smart Partner Prize Pack”.

The package will contain: Two (2) tickets to a Vancouver Canucks game, one (1) \$200 gift certificate to the Hyatt Regency Hotel Vancouver, one (1) \$150 gift certificate to Joey Restaurants and one (1) Canucks jersey signed by Ryan Kesler. Total value is estimated at \$1,000. Exact game/date is to be determined by BC Hydro in its discretion. Selected entrant will be advised of details after being declared a winner. If a selected Eligible Entrant does not desire or require the prize, that party will forfeit the prize and BC Hydro may, in its discretion, select another entry from the remaining eligible entrants.

4. WINNER SELECTION. Winner will be selected through the following two-part selection process:

- (a) Qualifying round: On or around the week of February 6, 2012, all eligible entries will be judged by a panel of judges appointed by the Sponsor, to select up to five (5) qualifying entries (“**Finalists**”) to move to the public voting selection process;

Judging criteria will be at the discretion of the judges and will include, but not be limited to, the Eligible Entrant’s desire to:

- (i) take steps to conserve energy in the workplace;
- (ii) advocate for energy conservation to others in the workplace;
- (iii) be more green and sustainable and reduce carbon footprint;
- (iv) be environmentally responsible and save money on their energy bills;

Chances of being declared a Finalist depend on the number and calibre of entries and on the decisions of the above-described judging panels acting in their sole discretion. Judging is subjective and the decisions of the panel are final.

- (b) Public voting: Public voting on the (up to) five Finalist submissions will be available at www.bchydro.com/recognition from approximately February 20, 2012 at 10:00 am PT to March 9, 2012 at 5:00 pm PT (the “**Voting Period**”). Any person wishing to vote in this Contest must first register as a voter at www.bchydro.com/recognition. Limit one (1) vote per registered voter/email address per day. The one (1) Finalist submission which receives the most votes online will be eligible to win the grand prize. In the event of a tie, a random draw will be held amongst those tied to determine the selected entry. The chances of a

Finalist entry winning the grand prize depend upon the number and quality of submissions received as well as the number and preference of votes cast. The potential winner must comply with all terms and conditions set forth in these Official Rules.

Contest Finalists are encouraged to campaign to get others to vote for them via their company website, social media, blogs, etc.

PUBLIC VOTING TERMS AND CONDITIONS

There is a limit of one (1) voter registration per person/email address permitted during the Voting Period and a voter can only use one (1) email address to register for the Contest. If it is discovered that a voter has attempted to: (i) register more than one (1) time during the Voting Period; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address to register for, or otherwise participate in, the Contest; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from participating in the Contest and all of his/her Votes (defined below) may be disqualified. Use (or attempted use) of multiple identities, email addresses and/or any automated system to register for, Vote, or otherwise participate in this Contest is prohibited and is grounds for disqualification. The Sponsor is not responsible for late, lost, misdirected, delayed, incomplete or incompatible voter registrations and/or votes.

Once an eligible voter has completed his/her voter registration, he/she must follow the on-screen instructions to submit his/her vote(s).

VOTING LIMIT: a registered voter can vote only once per day during the Voting Period. If it is discovered that attempts were made to by a registered voter (or any individual purporting to be a registered voter) to: (i) vote more than one (1) time per day per registered voter during the Voting Period; (ii) use (or attempt to use) multiple names, identities, email addresses and/or any automated, script, macro or robotic program(s) to submit votes; and/or (iii) engage in systematic voting from the same computer/email address; then it may result in the disqualification, in the sole and absolute discretion of the Sponsor, of the votes, entry and/or entrant to which such votes relate. Any votes determined by Sponsor to be in violation of these Rules (including, without limitation, votes determined to be coming from any source other than a registered voter) are subject to disqualification in the sole and absolute discretion of the Sponsor.

All votes and voter registrations are subject to verification. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any registered voter (or any individual purporting to be a registered voter) to participate (i.e. vote) in this Contest or for any votes entered, or purportedly entered, by such voter to be considered valid for the purposes of this Contest. Failure to provide such proof in a timely manner may result in disqualification of the applicable votes that cannot be verified to the satisfaction of the Sponsor, in its sole and absolute discretion. The sole determinant of the time for the purposes of a valid voter registration and/or vote in this Contest will be the Contest server machine(s).

IMPORTANT NOTE: Individuals may encourage other individuals to vote for an entry (e.g. via various social media sites and platforms); however, no form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual's vote for any entry. Any individual determined by the Sponsor and/or its representative to be engaging in such behaviour will be disqualified, and the corresponding votes, entry and/or entrant is subject to disqualification in the sole and absolute discretion of the Sponsor.

NOTIFICATION OF SELECTED ENTRANT: The Eligible Entrant who submitted the selected entry will be notified by telephone or email around March 19, 2012. At least 5 attempts over the 10 business days following the draw will be made to contact the selected entrant. If the selected entrant cannot be contacted in this manner, that entrant will be disqualified and another entrant will be selected from the remaining eligible entrants for the prize in question.

5. RELEASES. Before being declared a winner, the selected entrant will be required to sign a Declaration of Compliance with these Official Contest Rules and a Release of Liability, releasing BC Hydro, its affiliated companies, and its advertising and promotional agencies, and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns from any liability in connection with this Contest or the prize.

The Declaration and Release documents must be returned within 5 business days of delivery or, at the discretion of BC Hydro, the prize may be forfeited and awarded to another randomly selected entrant. By accepting the prize, winner consents to the use of its business name and address and their representatives' voices, statements and photographs or other likenesses for publicity purposes in any medium, without further compensation. By accepting the prize, Eligible Entrant of a winner consents to the use of their company name and address as well as their own name and address, voice, statements and photographs or other likenesses for publicity purposes in any medium, without further compensation.

6. INTERNET DISCLAIMER. BC Hydro and its agents are not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, access providers, computer equipment, software, failure of any e mail or entry to be received by BC Hydro 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 an entrant's or any other person's computer, related to or resulting from downloading any materials in this promotion. BC Hydro reserves the right, in its sole discretion, to cancel or suspend the e-mail portion of this contest should a virus, bug, or other cause beyond the reasonable control of BC Hydro or its agents corrupt the security or proper administration of the contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, BC Hydro reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

7. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to copyright and trademarks, in all of the promotional materials, web pages and source code related to the contest, the Contest Website and the PSP Advocacy Contest videos are owned by BC

Hydro. All rights are reserved. Copying or unauthorized use of any such copyrighted material or trademarks without the express written consent of BC Hydro is strictly prohibited.

8. GENERAL CONDITIONS. Entrants who have not complied with these official contest rules are subject to disqualification.

Prize is not transferable and must be accepted as awarded with no substitutions in cash or otherwise, except at BC Hydro's sole and exclusive discretion. BC Hydro reserves the right to substitute a prize of equivalent value if any component or aspect of the prize cannot be awarded as described. All decisions of BC Hydro are final in all matters relating to this Contest. BC Hydro and its affiliates and agents will not be responsible for illegible, incomplete, lost, misdirected or late entries, which will be void. All entries become the property of BC Hydro and will not be returned.

No correspondence will be entered by BC Hydro with respect to this contest into except with the selected entrant. BC Hydro reserves the right to terminate or amend this Contest at any time without prior notice, if any factor interferes with its proper conduct as contemplated by these Official Contest Rules. This Contest is subject to all applicable federal, provincial and municipal laws. The Contest is governed by the laws of Canada and the Province of British Columbia and each Eligible Customer in the Contest hereby consent to the exclusive jurisdiction of the laws of British Columbia for any causes or controversies arising out of the Contest. Each Entrant waives any and all objections to jurisdiction and venue in these courts.

By entering, each Eligible Entrant agrees to release and hold harmless Sponsor, its subsidiaries, affiliates, directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or receipt or use and/or misuse of any prize, except to the extent that any death or personal injury is caused by the negligence of the Sponsor.

Sponsor reserves the right to cancel or modify the Contest if fraud or any other factor impairs the integrity of the Contest as determined by Sponsor in its sole discretion. The decisions of the Sponsor with respect to all aspects of this contest are final and binding on all entrants without right of appeal, including without limitation, any decisions regarding the eligibility/disqualification of entries.

If, in Sponsor's sole discretion, there is any suspected or actual evidence of electronic or non electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, then Sponsor reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers with the entry process), and to cancel, terminate, modify or suspend the Contest, in whole or in part, at any time without notice.

PRIVACY.

Any personal information we collect from you is managed according to the provisions of the *Freedom of Information and Protection of Privacy Act*. BC Hydro will collect this personal information in furtherance of our mandate under the *Hydro and Power Authority Act* and, with regard to our conservation activities, under the *Clean Energy Act*.

The personal information you provide on this contest will only be used by BC for administering and awarding the prize in the Power Smart Partner Advocacy Contest.

If you have any questions about how BC Hydro handles or uses your personal information, please contact Tamara Wong, at 604-453-6599.

