



SOCAN

Society of Composers, Authors and
Music Publishers of Canada

Société canadienne des auteurs,
compositeurs et éditeurs de musique

ONLINE VOTING GIVEAWAY OFFICIAL RULES

The Sponsor of the Online Voting Giveaway is the Society of Composers, Authors and Music Publishers (hereinafter the “Sponsor”).

No purchase is necessary to participate.

1. *How to Participate*

- 1.1. **Eligibility** The Online Voting Giveaway (the “Giveaway”) is open to all residents of Canada who have reached the age of majority in their Province of residence and who enter an eligible vote in the 2010 ECHO Songwriting Prize Award, except employees, agents, retirees of the Sponsor and their immediate families, and their affiliates, subsidiaries, vendors, contractors, resellers and advertising agencies and their respective employees, officers, directors and their immediate families, and Panellists of the 2010 ECHO Songwriting Prize Award and their immediate families (“Eligible Persons”). SOCAN Members are eligible to enter provided that they meet all eligibility criteria.
- 1.2. **Giveaway Period** Starting at **9:00 A.M., Eastern Time on September 1, 2010 and continuing until 5:00 P.M., Eastern Time on September 30, 2010**, Eligible Persons may participate in the Giveaway by voting for their favourite Nominated Song in the 2010 ECHO Songwriting Prize Award at www.echoprize.ca (English) and www.prixecho.ca (French) as indicated in Section 2 of these rules. For clarity, the Giveaway closes at **5:00 P.M. Eastern Time on September 30, 2010**.
- 1.3. **Giveaway Entry** Upon completion and submission of one (1) eligible vote (in accordance with Section 2 of these rules), Eligible Persons will be entered into the Giveaway for one (1) chance to win (e.g. one entry) the Prize.
- 1.4. **Giveaway Entry Restrictions** Entrants are restricted to one (1) entry (via Online Public Voting at www.echoprize.ca and www.prixecho.ca in accordance with Section 2 of these rules) per person, per Category, per day. Votes that do not comply with these rules, and in particular Section 2, will be invalid for the purposes of the Giveaway.
- 1.5. **Awarding of the Prize** The Prize will be awarded to one (1) Eligible Person whose name is drawn and whose necessary information (name, telephone number, email address, province of residence and birth date) has been given by the entrant at the time of voting and who has complied with these rules as well as the 2010 ECHO Songwriting Prize Award Official Rules as they apply to online voters.
- 1.6. **Prize** There will be one (1) Prize to be won, consisting of: an Epiphone Les Paul Ultra II Electric Guitar (the “Prize”). The Prize has an approximate retail value of CDN



\$1,700. The Prize winner will waive all recourse against the Sponsor if the Prize offered does not prove to be entirely satisfactory. Sponsor reserves the right at their sole discretion to substitute the Prize for a prize of equal or greater value if the Prize as described cannot be awarded for any reason.

- 1.7. **Draw** There will be one (1) random draw to be made, at the head office of the Sponsor located at 41 Valleybrook Drive, Toronto, Ontario, on October 4, 2010 at approximately 3:00 p.m. Eastern Time. The random draw will take place from all eligible on-line entries received during the Giveaway Period. The one (1) entry drawn will be eligible to win the Prize. The odds of winning the Prize will depend upon the total number of eligible entries received during the Giveaway Period. The Winner will be announced immediately following the draw, at www.echoprize.ca and www.prixecho.ca.
- 1.8. **Contacting the Potential Winner** The Sponsor will attempt to contact the potential winner by telephone and email within five (5) business days after the draw. Proof of identification must be provided upon request. In order to be declared a winner, the potential winner must first correctly answer, unaided, a time-limited mathematical skill-testing question. Before being awarded the Prize, each potential winner will be required to sign a Declaration and Indemnity form stating that he/she has read, understood and complied with these Rules, grants all consents required as contemplated in these Rules, authorizes the Sponsor to broadcast, publish and disseminate his/her name, address, photograph likeness and voice, in connection with any promotion or publicity, and/or for news, entertainment and information purposes at no compensation to the potential winner, accepts the Prize as offered and releases the Sponsor from any and all liability of any kind arising out of the potential winner's participation in this Giveaway and receipt and use of the Prize. In the event that the potential winner is not eligible, cannot be contacted by the Sponsor within five (5) business days following the draw, does not correctly answer the mathematical skill-testing question within the time limit, or does not sign and return the Declaration and Indemnity form within the specified time, the Sponsor shall have the right to disqualify that potential winner and to draw an alternate potential winner and the Sponsor shall be fully and completely released and discharged from any liability or responsibility for doing so.

2. **General Rules**

- 2.1. To enter the Giveaway, an Eligible Person must vote for his or her favourite song in the 2010 ECHO Songwriting Prize Award at www.echoprize.ca and/or www.prixecho.ca. You must be eligible to vote in the 2010 ECHO Songwriting Prize Award to be an Eligible Person as defined in Section 1.1 of these rules. Each eligible vote by an Eligible Person in the 2010 ECHO Songwriting Prize Award will result in one (1) entry into the Giveaway.



- 2.2. The online voting period for the 2010 ECHO Songwriting Prize Award will run from **9:00 A.M. Eastern Time on September 1, 2010 to 5:00 P.M. Eastern Time on September 30, 2010** (the "Online Voting Period") , which is the same as the Giveaway Period. During that time, any Eligible Person may vote for their favourite song. On September 30, 2010 at 5:00 p.m. Eastern Time, public voting will cease and access to the voting system will be blocked.
- 2.3. Only eligible votes in the 2010 ECHO Songwriting Competition will be counted for the purposes of this Giveaway. Ineligible Votes in the 2010 ECHO Songwriting Prize Award will not be counted and will therefore not result in an entry in the Giveaway as described in Section 2.1. Only one vote per day for each language Category (for clarity, one vote per day for one French-Language Song and one vote per day for one Non-French-Language Song) in the 2010 ECHO Songwriting Prize Award is permitted from each unique IP and/or e-mail address during the Online Voting Period. Multiple votes from the same unique IP address or from the same e-mail address or from the same person from different e-mail addresses in the same Category in the same day are considered ineligible votes and shall result in their disqualification.
- 2.4. Each Prize claim is subject to verification by the Sponsor and/or its designated representatives. Entries made with multiple addresses, under multiple identities, or through the use of any device or artifice to enter multiple times or entries that are in excess of the permitted number of entries during the Giveaway Period are automatically void. All Giveaway entries obtained through unauthorized sources or which are incomplete, illegible, mutilated, altered, reproduced, forged, irregular or fraudulent in any way or otherwise not in compliance with these rules are automatically void. The Sponsor will be the sole and final reference source in validating a Prize claim.
- 2.5. The decisions of the Sponsor in relation to this Giveaway will be final and binding on all entrants.
- 2.6. The Sponsor shall not be responsible for incorrect or inaccurate transcription or registration of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, faulty, incomplete, incomprehensible, or erased computer or network transmissions, line failures of any telephone network, failure of computer equipment, software, inability to access any online service or web site, or any other error or malfunction, or any injury or damage to an entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Giveaway, or for late, illegible or misdirected entries.
- 2.7. If a selected entrant is awarded the Prize due to a system error, malfunction or defect the Prize will be returned to the Prize pool to be re-awarded.
- 2.8. The Sponsor reserves the right to cancel, terminate, or suspend this Giveaway, at its sole discretion, in the event of a technical failure, computer virus or bug, unauthorized



human intervention, fraud or any other occurrence or cause beyond its control that corrupts or adversely affects the administration, security, fairness or normal operation of the Giveaway, subject, in Quebec, to the approval of the Régie des alcools, des courses et des jeux.

- 2.9. Under no circumstances will the Sponsor, their affiliates, subsidiaries, and independent contractors, and its respective directors, officers, employees, and agents, including advertising and promotion agencies be required to award more prizes than what is indicated in these rules or award the Prize other than in accordance with these rules.
- 2.10. The Prize must be accepted as awarded without substitution. The Prize is not transferable, cannot be redeemed for cash and cannot be sold, exchanged or bartered. Requests for refunds will not be entertained. The Prize will be delivered to the official winner.
- 2.11. The Sponsor is not responsible for theft, loss of any form or any human or computer-generated error in the awarding of the Prize.
- 2.12. The Giveaway is subject to all applicable Canadian federal, provincial and municipal laws, as well as the rules adopted in view of said laws, and are binding on all entrants.
- 2.13. Quebec Residents Only: Any litigation respecting the conduct or organization of this publicity contest may be submitted to the Régie des alcools, des courses et des jeux du Québec for a ruling. Any litigation respecting the awarding of a prize by a resident of the Province of Quebec may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- 2.14. For a copy of these rules, please write to:

SOCAN
41 Valleybrook Drive
Toronto, Ontario M3B 2S6
Attention: Mr. Daryl Hamilton
By email: hamiltond@socan.ca

3. Terms and Conditions

The following are the terms and conditions of the Declaration and Indemnity form that the winner of the Giveaway will be required to sign:

In consideration of the awarding of the Prize to me following verification, I hereby

- 3.1. accept the Prize and acknowledge that the Prize is as described in the 2010 Online Voting Giveaway Official Rules (the "Rules");



- 3.2. fully discharge and release the Sponsor, its agents, employees, officers, directors, affiliates, vendors, contractors, successors and assigns; its resellers and advertising agencies and their respective employees, officers, directors from any and all claims, demands, payments, actions, or causes of action whatsoever for damages, loss or injury which I or my heirs, executors, administrators, personal representatives, successors or assigns may now or hereafter have against them or any of them howsoever arising as a result of my participating in the Giveaway and/or accepting the prize;
- 3.3. consent to the use of my name, address, comments and any photograph and/or any video image taken of me and/or the Prize by or on behalf of the Sponsor, its agents, employees, officers, directors, affiliates, vendors, contractors, licensees, successors and assigns; its resellers and advertising agencies and their respective employees, officers, directors, both now and in the future, without compensation or other liability to me or my heirs, executors, administrators, personal representatives, successors or assigns; and
- 3.4. grant to the Sponsor, its agents, employees, officers, directors, affiliates, vendors, contractors, licensees, successors and assigns; its resellers and advertising agencies and their respective employees, officers, directors, a non-exclusive, royalty-free licence to use my voice and likenesses, both now and in the future, without further compensation. I represent that I have the authority, including all licences and intellectual property rights, to grant to the Sponsor each and every right and licence granted to the Sponsors as required by the Rules.
- 3.5. I declare that:
 - i. I have complied with, and will comply with all of the Rules and have answered the skill-testing question in the manner prescribed;
 - ii. I am an individual resident of the province indicated above and I am not an agent, employee, officer, director, affiliate, vendor, contractor, reseller, advertising agency or agent, employee, officer, director or any of the foregoing nor am an immediate family member of a Panellist of the ECHO Prize;
 - iii. I am of the legal age of majority according to the laws of the province in which I reside; and
 - iv. the terms of the rules and this Declaration and Indemnity shall apply to and be binding on me and my heirs, executors, administrators, personal representatives, successors and assigns.



GIVEAWAY PRIVACY POLICY

1. This website is owned and operated by the Sponsor, SOCAN.
2. SOCAN respects the privacy of each individual with whom it comes into contact, either as a visitor to this website or as an entrant into the Giveaway. SOCAN will not collect any personally identifiable information about you, such as your name, address, telephone number or e-mail address, unless you provide it to us.
3. At the close of the Giveaway, all data collected will be submitted to SOCAN.
4. SOCAN will not give, rent or sell any personal information about any visitor to this website or any personal information about any entrant to any organization or individual other than the Sponsor.
5. SOCAN may use the personal information collected to contact you regarding the winning of a prize through the Giveaway. Your use of this website constitutes your consent to the collection and use by SOCAN of your information as described in the Privacy Policy.
6. If you have already submitted the information and would like to have it removed from our records, please send an e-mail with your request to hamiltond@socan.ca.