



## OFFICIAL RULES



**No purchase necessary to enter or to win this contest (the “2016 Global Folklorist Challenge” or “Challenge”). Entry in the Challenge constitutes acceptance of these Official Rules.**

**Sponsors:** This Challenge is sponsored by **Cricket Media, Inc.**, 7926 Jones Branch Drive Suite 870, McLean, Virginia 22102, and the **Smithsonian Institution’s Center for Folklife and Cultural Heritage**, Washington, D.C. (“Sponsors”).

**Eligibility:** Open to legal residents, age 8-18 at time of entry of: the 50 United States (and District of Columbia), Canada (other than Quebec) and only those countries in which participation in this contest is fully permitted by applicable U.S. and foreign statutes, regulations, orders, and other laws. Those persons on the U.S. Department of the Treasury Office of Foreign Assets Control’s List of Specially Designated Nationals or any similar list, or who are residents of Crimea, Cuba, Iran, North Korea, Sudan, or Syria, are expressly prohibited. Individuals who meet the residency/age requirements and who are in Grades K-12 are eligible to enter--either as an Individual or part of a Team (see below), so long as entries are submitted in accordance with the online instructions, utilizing the Challenge entry submission form provided and associated parental release form, as applicable. Children, immediate family members, and members of the household (whether related or not) of employees of Sponsors or of its affiliates, are not eligible to participate or enter. To constitute a complete entry (“Entry”), the Challenge online entry submission form must be accompanied by the following uploaded attachments: (i) a file containing the video/slide show being entered; and (ii) signed parental/legal guardian permission/release form[s], as provided.

There are two (2) categories of Entry as follows:

- (1) Individual; and**
- (2) Team**

Within each Entry category (**Individual** or **Team**), there are three (3) age groups as follows:

**Age 8-10**

**Age 11-13**

**Age 14-18**

### **Content/Timing of Entry:**

Submissions must adhere to the fundamental spirit of the Challenge, and Entries shall be submitted for judging only during the **Challenge Entry time period (August 1, 2016-November 30, 2016)**. The Entry cannot contain any defamatory, obscene or otherwise unlawful matter, depict anyone engaged in any

illegal, immoral or lewd act, or contain any violent or pornographic material or any other inappropriate content as determined by Sponsor[s].

Submissions must be original work by the entrant[s]. By submitting, the Entrant attests that the work contained in the Entry is not copied from others, does not violate the rights of any other person or entity, and that you have all rights necessary to submit the Entry and to grant Sponsors the rights set forth in these Official Rules.

If the submitted Entry contains any material or elements that are *not* owned by the Entrant and/or which are subject to the rights of third parties, and/or if any persons appear in a photograph or video contained within the submission or in audio form, the Entrant is responsible for obtaining, prior to submission, any and all releases and consents necessary to permit the exhibition and use of such third party's voice/image (including but not limited to the individual being interviewed, in the manner set forth in these Official Rules without compensation.) If any person appearing in the Entry is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each such release. Upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the Challenge Entry submission and/or from the owner of any material that is displayed in the Entry, which release *"authorizes the use of the releasing party's image, voice or material by Sponsors, their affiliates, and authorized distributors for any purpose, including but not limited to advertising and promotional purposes, and including without limitation display on the Sponsors' websites, in any media now or hereafter known, without any attribution or compensation."*

Each Entry **must** identify a tradition bearer and share the tradition bearer's story following the Folklorist Process as outlined in the [Guidelines for the Entries](#) in the Challenge, as provided elsewhere in this website.

### **How to Submit (Submission Requirements)**

1. Complete and submit the online **Submission/Entry** form, after creating an authorized account providing access to the Challenge site for such entries. The Submission form, which includes the name and contact information for Entrant and the tradition bearer, must accompany the submission of the uploaded file containing the video/slide show, described below. On the Submission form, you must affirm that a signed [Interview Release Form](#) from the tradition bearer has been collected.
2. Upload a **video** or **slideshow** that meets the following requirements:
  - If the first language of the tradition bearer is not English, entrants must translate key presentation elements from the first language to English using voice-over, subtitles or text on slides.
  - Include key information about Entrants (first name, age, place of residence).
  - Identify the tradition of focus and introduce brief background information on this tradition. (For example, if the tradition bearer practices Chinese calligraphy, give information about the history of this tradition as well as its current significant and practice).
  - Introduce the tradition bearer (first name, location [city/town, country], tradition being practiced), and the tradition bearer is present through audio or visual media in Entrant's video/slide show presentation.

- Tell the story of the tradition bearer using some of his/her own words combined with interesting photos, video and/or audio documented during the interview.
- Within the video/slide show presentation, include Entrant's personal reflection on the value of the tradition bearer's practice to the community, the culture, and to the tradition bearer himself/herself.
- Include only those tradition bearers in the video/slide show presentation that have reviewed the video/slide show, approved the sharing of its content and signed an Interview Release form.
- Cap the video/slide show at no **more than six (6) minutes**.

3. To submit a complete Entry, fill-out the Submission Entry form online with a file containing the video/slide show being entered as described above, and the [Parental/Guardian Permission and Release form\[s\]](#), which form[s] must be signed by such parent/guardian who are 18 years of age or older, and attached (whether submission of Entry is from a teacher, a parent, or an eligible student). Submission is online only, as follows:

- Complete the online Entry submission form, and upload the [Parental/Guardian Permission and Release form](#), at <http://challenges.epals.com/folklife2016/submit/>.
- Submissions must be under 2 GB in one of the following allowed file types: ppt, pptx, avi, mov, mp3, mp4, mpg

For the judging criteria, see the [Scoring Guide](#), which is incorporated in these Official Rules.

**Deadlines for Entry are as follows:**

**Start Date (for submission of Entries): August 1, 2016**

**End Date: November 30, 2016 (11:59 p.m. ET).**

**The timeline for determining the potential Winners and the honorary ePals Choice Award, as described below, may be subject to change.**

**Disclaimers; Conditions:** Sponsors are not responsible for entries that, for any reason, are lost, late, misdirected, incorrect, garbled, or incompletely received. If for any reason, the Challenge is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor(s) could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge, the Sponsor[s] reserve the right at its sole discretion to cancel, terminate, modify or suspend the Challenge and determine winners from all eligible Entries received prior to that action taken.

The Challenge is subject to federal, state, provincial, territorial and local laws and regulations. Certain restrictions may apply. By entering the Challenge, each Entrant agrees and acknowledges to be bound by the Official Rules, as well as the decisions of the Sponsors which are final and binding in all respects; to waive any rights to claim ambiguity with the Official

Rules, and that the Sponsors, their parents, affiliates, and representatives (“Releasees”) shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: participation or inability to participate in the Challenge; technical or mechanical error; typographical errors in the Challenge’s promotional material; acceptance/possession, defects, and/or use/misuse of prizes; human error; incorrect or inaccurate transcription of Entry information; any technical malfunctions of the telephone service, telephone network, computer online system, , computer equipment, software, or internet service provider utilized by the Challenge or by Entrant; interruption or inability to access the Challenge, any Challenge-related Web pages, or any online service via the internet due to hardware or software compatibility problems; any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Challenge; any lost/delayed data transmissions or mailings, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of any one or more of the Sponsors Each Entrant further agrees to indemnify and hold harmless each of the Releasees from any and all liability resulting or arising from the Challenge and to release all rights to bring any claim, action or proceeding against any of the Releasees. Winners release Releasees from any and all liability/responsibility with respect to the prizes won (including any property loss, damage, personal injury, or death). Releasees shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the Releasees, or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of any of the Releasees, or (3) by any other cause, condition or event whatsoever beyond the control of any of the Releasees.

**Intellectual Property Rights:** As between Sponsors and the Entrant, the Entrant retains ownership of all intellectual property rights (including moral rights) in and to the Entry. As a condition of entry, Entrant grants Sponsor[s], its parent, affiliates, and authorized distributors a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Entry, including the narrative therein, the photographs, video, text, images and/or audio of Entrant and of other parties contained in the Entry, the likeness, biographical information, text, and information as contained in the Entry, and/or any statements or remarks made about the 2016 Global Folklorist for any purpose, including but not limited to advertising and promotional purposes, including without limitation display on the Sponsors’ websites, in any media now or hereafter known, without any attribution or compensation to Entrant, except where prohibited by law. Entries will not be returned.

**Privacy:** Entrants agree and acknowledge that personal data submitted in connection with an Entry, including name, mailing address, phone number, and/or email address, may be collected, processed, stored and otherwise used by Sponsors and their affiliates for the purposes of conducting and administering the Challenge, and as otherwise permitted by the parent/legal guardian of Entrant as described in the foregoing paragraph and authorized on the Parental/Legal Guardian Permission and Release submitted. All personal information that is collected from parents, guardians, teachers, and/or eligible students on behalf of Entrants is subject to the respective Privacy Policies of Sponsors.

**Publicity.** By entering the Challenge, Entrants agree to participate in any media or promotional activity resulting from the Challenge as reasonably requested by Sponsor at Sponsor's expense and agree and consent to the use of their name and/or likeness by Sponsors. All or a portion of the Entry may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Entry, and the same shall be licensed to Sponsors for their publication and display. Sponsors reserve the right to publish the name and likeness of the Entrants on the Challenge Site or through other media for publicity purposes.

### **Determination of Winners; Notification**

On or about December 1, 2016 a panel of Smithsonian and Cricket Media, Inc. staff members will commence judging of all eligible Entries. The judges will score Entries based on how the submitted video/slide show presentation shares the tradition bearer's story and presents evidence of the four (4) steps in the Folklorist's Process. See [Scoring Guide](#), which is incorporated herein.

All potential winners will be notified by mail, email and/or telephone using the contact information on the Entry. Upon notification of being a potential winner, each potential winner within a Category will be required to sign (or such Entrant's parent/legal guardian if under age 18), additional documents in connection with Challenge and prize fulfillment. Honorable Mentions, if any, may be asked to sign (or entrant's parents, legal guardian sign) additional documents in connection with the Challenge.

If a potential winner cannot be contacted, does not respond within five (5) business days from the date the Sponsor first tries to notify him/her, fails to return the prize affidavit and release document, or refuses the prize, the potential winner forfeits all rights to win the Challenge and its prizes. An alternate winner may be selected.

**Prizes:** There will be a total of **six (6)** winners. **An individual and a team winner will be selected for each of the three (3) age categories.** There may, in addition, be up to 20 Honorable Mention winners as may be determined by Sponsors.

Upon timely completion of any requested Prize affidavit and release form and dependent upon whether the potential winner is an individual or a member of a winning Team entry, the **six (6) winning** Entries described above will each receive the following prizes, (or substitute of the same or greater value as may be provided by Sponsor):

**Winning Individuals (3):** A **Smithsonian Folkways Records boxed CD set** (ARV: \$100 [U.S. dollars]); a **portable digital camera**, as selected by Sponsors (ARV: \$ 100 [U.S. dollars]); a **"Field Notes" Kit consisting of a Steno Pad, one Sweet Tooth 3-Pack, in addition to a pen, pencil and rubber band** (ARV: \$24.95 [U.S. dollars]); and, to the extent the winning Entrant, in the Individual category, resides in the United States, a twelve-month subscription to receive a boxed gift set (toys/books) shipped from **Little Passports** (ARV: \$ 143.40 + \$30 shipping [ U.S. dollars]).

**Winning Teams (3):** For winning Team(s), one portable digital camera, as selected by Sponsors (ARV \$100 [US dollars]) shall be awarded to the classroom associated with the winning Team, and for winning Teams from the United States, if any, there will be awarded a single, twelve-

month subscription for the classroom associated with the Team to receive a boxed gift set (toys/books) shipped from **Little Passports** (ARV: \$143.40 + \$30 shipping, U.S. dollars). Each individual member of a Winning Team will be awarded a **“Field Notes” Kit consisting of a Steno Pad, one Sweet Tooth 3-Pack, in addition to a pen, pencil and rubber band** (ARV: \$24.95 [U.S. dollars]); All taxes, fees and surcharges on prizes, if any, are the sole responsibility of the prize winners.

Approximate total retail value of the six (6) Challenge Prizes: Individual Prizing: \$398.35 U.S. dollars total per Individual winner, which amount includes **Little Passports** prize if US residence (only), or \$224.95 if w/o Little Passports prize. Team Prizing ARV will vary by number of individuals w/in a Team. Minimum ARV of \$ 298.35 U.S. dollars, which amount includes **Little Passports** prize if US residence, or \$124.95 w/o Little Passports prize. Total Minimum ARV of all six (6) Challenge Prizes: \$1,049.70.

Honorable Mentions (up to 20) will not receive the Challenge prizes, but shall be provided with the opportunity to order a digital subscription to *FACES* magazine published by an affiliate of Cricket Media, Inc. (ARV \$17.99 (U.S. dollars), and a world coin collection kit, from **Little Passports** (ARV: \$19.95 U.S. dollars). Total ARV of all Honorable Mention Prizes: \$ 758.80

**Folklorist Challenge Choice Award.** The six (6) Challenge winners described above will be eligible for Folklorist Challenge Choice Award. The winner with the most votes from an online poll will receive the honorary Choice Award that will be announced on or about December 30, 2016. Such award is a recognition of the popularity of a single Entry (Individual or Team) and no further prizing is associated with such award.

**WINNERS LIST AND OFFICIAL RULES:** A winners’ list will be available fourteen (14) days after the announcement of the Folklorist Challenge Choice award and for a period of six (6) months thereafter. A copy of the Official Rules will be available during the Entry Period (all requests must be received prior to the End Date). Send a request for any of the above by emailing [folklorist@cricketmedia.com](mailto:folklorist@cricketmedia.com) or by mail to: 2015 Global Folklorist Challenge, 7926 Jones Branch Drive, Suite 870, McLean, Virginia 22102.

Prizes courtesy of:

