



## Cuystwi: Wellness Quest Submission

Provincial Health Services Authority Aboriginal Health is pleased to announce the Cuystwi: Wellness Quest. Please complete this form if you are submitting a video to the Quest.

Last Name			First			Date		
First Nation:					Age (on date of submission)			
Street Address					Apartment/Unit #			
City			Province			Postal Code		
Phone			E-mail Address					

**GUARDIAN INFORMATION** (If the Submitter is under 18 years of age, please provide parent or guardian contact information below)

Full Name:

Relationship to the Submitter: (Parent/Guardian)

Daytime Telephone Number:

E-mail  
Address:

Video title (as it appears on YouTube or Quest Site):

Short description of your video:

YouTube video URL (if applicable):



## ***Agreement***

Please circle your response:

In consideration of entering a video for the BC Indigenous Wellness Quest, I acknowledge that I have read and understand the Terms and Conditions and I agree to be bound by the terms and conditions set out in Official Rules, attached hereto\* Yes No

**\* Any “No” response will disqualify your submission.**

## ***Signature***

Submissions are not considered complete until signed

Signature

Date

Guardian Signature

Date



## **Call to the BC Indigenous Wellness Quest!**

PHSA Aboriginal Health is looking for young Aboriginal film enthusiasts to create videos for the Cuystwi: Wellness Quest. We would like you to use your skills to tell a story about what keeps your community well. We are especially looking for videos highlighting cultural and traditional activities that include traditional food gathering methods, preparation and other traditional activities that improve our physical, emotional, spiritual and mental health.

## **Terms and Conditions**

By submitting a video and completing the submission form, you agree to abide by these rules of the Provincial Health Services Authority (PHSA), Aboriginal Health Program. You also agree to comply with all applicable laws.

### **Eligibility**

To enter, you (or your group) must

- be a legal resident of Canada
- be 19 years of age or older, or be at least 16 and have consent from your parent or legal guardian to submit a video
- an Aboriginal youth living in BC
- submit a completed and signed video submission form.

PHSA Aboriginal Health may at any time in its sole discretion disqualify any video that: does not meet the wellness quest eligibility criteria, fails to comply with these rules, attempts to submit a video in any manner or through any means other than as described in these terms and conditions, attempts to disrupt the wellness quest or attempts to circumvent any of these terms and conditions.

### **Video Criteria**

In order for a video to be eligible and be in the running to be chosen as a winner, it must meet the following criteria:

- On topic
- Motivating (influences action)
- Positive
- Thought-provoking
- Visually Interesting



- Comprised of original material
- Video length between 2 – 10 minutes.

## **Video Eligibility - Guidelines and Restrictions**

A video must meet all of the following requirements to be eligible for the contest:

- It must be between 2 – 10 minutes in length.
- It must be comprised of original material, and must not contain any music, images or other content that violates any law or any third party's rights (including privacy, personality and intellectual property rights, such as copyright)/
- It must meet all guidelines and criteria imposed by YouTube with respect to videos submitted to YouTube, if this is how you are submitting your video.
- It must not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by PHSA Aboriginal Health Program in its sole discretion).
- It must not contain, depict or refer to any content which disparages or refers negatively to PHSA, the contest, or any other person or entity (all as determined by PHSA Aboriginal Health Program in its sole discretion).

PHSA Aboriginal Health may disqualify any video submission if PHSA Aboriginal Health determines (in its sole discretion) that the video does not comply with these eligibility requirements or otherwise with these terms and conditions.

Further, by submitting a video to PHSA Aboriginal Health Program you represent and warrant that:

- You are the original creator/s of the video;
- You are the sole owner/s of the copyright and all other rights in the video and all content in and on the video (including all music and video content);
- PHSA Aboriginal Health will not infringe or violate any third party's intellectual property, privacy, personality or other rights when PHSA Aboriginal Health copies, displays, edits, modifies, transmits or otherwise uses that video in connection with the contest or any advertising; and
- The video meets all the eligibility requirements set out in the terms and conditions.
- Media release forms have been signed for each person appearing in the video, see back of entry form

If PHSA Aboriginal Health suspects or believes that any of the above is untrue, PHSA Aboriginal Health may disqualify any submission in its sole discretion.

If a video shows an individual in such a way that the individual can be recognized, you must obtain written consent from that individual to permit PHSA Aboriginal Health to



copy, display, transmit and otherwise use the video, and you must give PHS Aboriginal Health the original copy of that consent form upon PHS Aboriginal Health's request.

\*Media permission forms are available at the end of this document and may be duplicated as required.

Videos that are submitted with inadequate documentation, as determined solely by PHS Aboriginal Health, will not be eligible for the wellness quest.

## **How to Submit a Video**

You may submit a video to PHS Aboriginal Health Program as follows:

-Upload the video to YouTube and provide link to PHS Aboriginal Health Program

E-mail: [Cuystwi@phsa.ca](mailto:Cuystwi@phsa.ca)

-Mail a copy of the video on a USB drive or CD

Gabriella Emery  
Aboriginal Health Program  
Suite 201- 601 West Broadway  
Vancouver, BC  
V5Z 4C2

You are solely responsible for ensuring that your video is properly submitted as described above. PHS Aboriginal Health will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable videos, or any delay or failure to transmit, process, receive or consider videos.

*(Note: Uploading videos to YouTube requires your own account and can sometimes take hours, please ensure that you give yourself enough time to upload your video to YouTube prior to the deadline)*

Note that PHS-Aboriginal Health Program is not associated with YouTube. You must comply with YouTube's terms of use, and PHS-Aboriginal Health Program will not be liable to you regarding your use of (or inability to use) YouTube. YouTube servers are located in the United States; as such your personal information will be stored there. PHS- Aboriginal Health Program is not responsible for the information you provide when signing up for a YouTube account.

## **License to PHS Aboriginal Health Program**



By submitting a video in the wellness quest, you waive all rights you may have with respect to the video, including all moral rights and rights of personality, publicity or privacy, and grants to PHSA Aboriginal Health the unrestricted, royalty-free, perpetual, irrevocable, worldwide licence (but not the obligation) to use, reproduce, communicate, modify and display the video (in whole or in part) for any purpose without any fee or other form of compensation, and without further notification or permission, including without limitation the following purposes:

- Reproducing, publishing, communicating and displaying some or all the video as part of the wellness quest or otherwise;
- Identifying you by name/group/community as the owner of the video;
- Displaying the submitted videos on a public website; and
- For PHSA Aboriginal Health's advertising purposes, including to advertise the Cuystwi Indigenous Youth Wellness on-line training program, and PHSA Aboriginal Health's products and services.

By submitting a video to the wellness quest, you grant PHSA the unlimited right: (i) to edit or modify the video in any manner, including by adding visual or aural effects or other elements; and (ii) to use, adopt and modify any portion of the video in combination with other materials

## **Publicity**

Except where otherwise prohibited by law, submission of a video to the wellness quest constitutes a person/group/community's consent to PHSA Aboriginal Health's use of the video's name/group/community, home town and province for promotional purposes without further notification, permission, payment or consideration.

## **Disclaimers, Liability and Indemnification**

PHSA does not accept liability for any loss or damage of any videos submitted to the wellness quest or for any other loss or damage resulting directly or indirectly from your participation in the wellness quest.

PHSA is not responsible for: (1) incorrect or inaccurate transcription of video submission information or late, lost, incomplete, misdirected submissions, or submissions received through impermissible or illegitimate channels; (2) technical failures of any kind, including the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the submission process or the wellness quest; (5) electronic or human error that may occur in the creation of the wellness quest or the processing of videos; or (6) any injury or damage to persons or property, including your computer, that may be caused, directly or indirectly, in whole or in part, from participation in the wellness quest or from downloading any material from PHSA's web site



PHSA will not be liable to you for any indirect, special, consequential, or punitive damages in connection with the video submissions to the wellness quest or these terms and conditions.

By submitting a video to the wellness quest, you release and agree to indemnify and hold harmless PHSA and its employees, directors, officers, affiliates, agents, judges and advertising and promotional agencies from any damages, injuries, claims, causes of actions, or losses of any kind resulting from participation in this wellness quest.

By submitting a video to the wellness quest, you further agree to indemnify and hold harmless PHSA and its employees, directors, officers, members, affiliates, agents, judges and advertising and promotional agencies from any damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to: (a) the participant's failure to comply with any of these rules; (b) any misrepresentation made by the participant under these terms and conditions or otherwise to PHSA; or (c) the participant's participation in the wellness quest.

## **Personal Information**

You consent to PHSA using and disclosing your personal information for the purposes of administering the videos submitted to the wellness quest; advertising the Cuystwi on-line program and any future elements of the Cuystwi program and any of PHSA's products and services; and for the other purposes described in these terms and conditions. If PHSA uses some or all of your video for advertising purposes, PHSA will only disclose your first name/group/community in that advertising unless you consent to PHSA also disclosing your last name.

## **Law**

These terms and conditions will be governed by and construed in accordance with the laws of British Columbia, Canada and the federal laws of Canada applicable in British Columbia.

## **Disputes**

All disputes, claims and causes of action arising out of or connected with the Cuystwi Wellness Quest or these terms and conditions will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of British Columbia, Canada.

## **Further Information and Terms and Conditions**



If you have any questions, and for a copy of these terms and conditions, contact [Cuytwi@phsa.ca](mailto:Cuytwi@phsa.ca)

**DUPLICATE AS NEEDED**

**STANDARD RELEASE**

PARTICIPANT'S NAME: \_\_\_\_\_

I hereby acknowledged the opportunity to participate in the above-identified video project produced by \_\_\_\_\_ [Videographers Name], I agree that the video(s) may be broadcast and distributed without limitation through any means and I shall not receive any compensation for my participation.

I confirm that any and all material furnished by me for this video project is either my own or otherwise authorized for such use without obligation to me or any third party. I also agree to the use of my name, likeness, portrait or pictures, voice and biographical material about me for educational, program or series publicity and organizational promotional purposes.

I further agree that my participation in the video project confers upon me no rights to use, ownership or copyright. I release \_\_\_\_\_ [Videographers Name ], its employees, agents, and assigns from all liability which may arise from any and/or all claims by me or any third party in connection with my participation in the video(s).

It is understood that \_\_\_\_\_ [Videographers Name] is under no obligation to broadcast the above-identified video(s).

Agreed to and signed this \_\_day of \_\_\_\_\_, 2013/14 by:

\_\_\_\_\_

Participant's Signature

Street Address

City, Province, Postal Code

I, \_\_\_\_\_ am the parent or legal guardian of the above-named minor and I endorse the above statement in his/her behalf on this \_\_ day of \_\_\_\_\_, 2013/14.

\_\_\_\_\_ / / \_\_\_\_\_



Parent or Guardian  
City, Province, Postal Code

Street Address

