

OPERABOT 2.0 ANIMATED VIDEO CONTEST

OFFICIAL RULES

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Vancouver Opera Animation Contest "Operabot"

OFFICIAL RULES NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. By participating in the Vancouver Opera Animation Contest ("Contest"), entrants agree to be bound by these Official Rules and the decisions of Vancouver Opera Association ("Sponsor") and judges, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest.

WHO MAY ENTER: This Contest is intended for participation by legal residents, and teams of legal residents of Canada, (except the Province of Quebec), and the United States, (except for Washington, D.C.), who are (all) 18 and older as of June 1, 2010. Individuals employed either by the Sponsor, YouTube, LLC, and their respective parents, affiliate companies, subsidiaries, advertising and promotion agencies (collectively "Contest Parties") at any time during the Contest Period (defined below), and members of their immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or persons living in their same households, whether or not related, are not eligible as individuals nor as part of a team. Contest is subject to all applicable Canadian provincial, federal, and local laws.

HOW TO ENTER: Upload an animated video of the entrant's interpretation of *La Traviata* as detailed below between 12:00:01 a.m. Eastern Time ("ET") on Sept. 1, 2010 and 11:59:59 p.m. Pacific Time ("PT") on February 28, 2010 ("Contest Period"), to YouTube's website located at: <http://www.youtube.com> ("Website") and send an email to lchan@vancouveropera.ca to notify Vancouver Opera. Videos can be as short as :30 seconds but not exceed **2 minutes**. Videos must comply with all YouTube size and format requirements. Videos submitted prior to or after the Contest Period will be disqualified. Automated entries (including but not limited to entries submitted using any robot, script, macro, or other automated service) are not permitted and will be disqualified. All entries are retained by the Sponsor and will not be returned. All winners, whether individual or as a team, must meet the eligibility requirements set forth in these rules in order to qualify for the prize.

Released Parties (as defined below) are not responsible for lost, late, misdirected, incomplete, delayed, or garbled entries or videos. Released Parties are not responsible for any failure of the website during the Contest Period, or for any telephone problems or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received on account of traffic congestion on the internet or at the 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 material related to the Contest, all of which may affect a person's ability to participate in the Contest. Released Parties are also not responsible for any other errors or problems of any kind, whether technical, computer, network,

typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the processing of entries, the uploading of videos, the announcement of the prizes or in any Contest-related materials.

All entries must be submitted according to the YouTube Terms of Use (<http://www.youtube.com/t/terms>) and these Official Rules. Sponsor reserves the right to reject any entries that violate the YouTube Terms of Use or these Official Rules, in its sole discretion. In the event of a conflict between these Official Rules and the YouTube Terms of Use, these Official Rules shall prevail, but only with respect to this Contest and to the extent of the Contest.

By entering this Contest, each entrant affirms, represents and warrants that: i) his/her entry is an original work of the entrant; (ii) his/her entry does not defame or invade the rights or privacy of any person, living or deceased, and does not contain any material that would violate or infringe upon the copyrights, patents, trademarks, rights of privacy or publicity, or other intellectual property rights of any person or entity; (iii) the posting of his/her entry on the Website will not infringe upon or violate the copyrights, patents, trademarks, rights of privacy or publicity or other intellectual property rights of any person or entity; and (iv) to the extent that his/her entry contains any third party materials and or depicts the name, likeness or indicia of identity of any person living or deceased, the entrant has secured and can provide, upon Sponsor's request, all necessary permissions to enable inclusion and use of such materials in its entry and posting of such materials on the Website.

By entering this Contest, each entrant grants Sponsor and YouTube a worldwide, non-exclusive, royalty-free, license to use, reproduce, distribute, prepare derivative works of, display, and perform his/her entry on the Website in connection with this Contest. Entrants further grant Sponsor a worldwide, non-exclusive, royalty-free, license to use, reproduce, distribute, prepare derivative works of, display, and perform their entries in any and all media now known or hereafter developed, for all legitimate business purposes of the Sponsor including advertising and promotional activities for the Sponsor. Each entrant retains all rights not specifically licensed herein.

Entries that contain the following content will be void: (i) contain material that is copyrighted, protected by trade secret or trade-mark or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless the entrant is the owner of such rights or has written permission from the rightful owner to post the material and to grant Sponsor and YouTube all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Sponsor, YouTube or any third party; (iii) contain material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate in sole discretion of the Sponsor. Entrants understand that Sponsor reserves the right to immediately remove any entry from the Website and disqualify any entrant who has or is suspected of violating these Official Rules or whose entry infringes or potentially infringes upon the intellectual property rights or other rights of any person or entity.

JUDGING CRITERIA: There will be a maximum of (3) winners. Potential winners will be selected by a panel of qualified judges, selected at Sponsor's sole discretion, no later

than March 30, 2010 from among all eligible entries received based equally on the following criteria: **adherence to theme “my interpretation of La Traviata”, originality and creativity.** The chances of winning will depend on the total number of valid entries received, and on the exercise of the judges’ discretion. In the event of a tie, an additional tie-breaking judging will re-judge such tied entries using the judging criteria herein to determine the winner(s). Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. **Decisions of judges are final.**

Winner Notification: Potential winners will be notified by email on or about April 15, 2010 and may be required to execute and return an affidavit of eligibility and a liability and, unless prohibited by law, publicity release within seven (7) days of date of issuance. If such documents are not returned within the specified time period, prize or prize notification is returned as non-deliverable, Sponsor is unable to contact a potential winner within a reasonable time period or a potential winner is not in compliance with these rules, such potential winner will be disqualified and, at Sponsor’s discretion, a runner-up may be notified. If any winner is at least 18 but still considered a minor in his/her province/state of residence, Sponsor reserves the right to award the prize to his/her parent or legal guardian who will be responsible for complying with all requirements imposed on winners set forth herein. By accepting a prize, each winner consents to Sponsor’s and its designees’ use of his/her name, photograph and/or likeness, city and state of residence, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law.

Please see the Sponsor’s Privacy Policy at www.vancouveropera.ca for information on its policy towards maintaining the privacy and security of entrant information.

The Sponsor has contracted with a third party for the purposes of hosting the contest microsite and for contest administration, but such third party is not authorized to use your personal information in any way other than the intended use and is subject to applicable Canadian Federal and Provincial privacy legislation. By participating in this Contest, entrants agree to release and hold harmless Contest Parties and each of their respective officers, directors, representatives, agents and employees (collectively, “Released Parties”), from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly: 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; 2) participation in the Contest or 3) use of the rights granted herein. Upon delivery of a prize to a winner, Sponsor will be deemed to have awarded the prize to such winner and winner will assume full responsibility for the prize. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Sponsor reserves the right to cancel, terminate, modify or suspend this Contest in the event that this Contest is not capable of running as planned, including infection by computer virus,

bugs, tampering unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest. If the Contest is terminated, Sponsor may, at its discretion, award the prizes from among all non-suspect, eligible entries received up to point of such action using the judging procedure outlined above.

PRIZES (3): First Prize (1) WACOM CINTIQ 21UX (value: \$2,000 USD), (1) Toon Boom Animate PRO (value: \$2,000 USD) ; Second Prize (1) Toon Boom "Animate" (value: \$700 USD), (1) WACOM Intuos4 Wireless (value: \$400 USD); Third Prize (1) ToonBoom "Animate" (value: \$700 USD). Prizes are non-transferable, with no cash redemption or equivalent and cannot be substituted by winners. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. All federal, state and local taxes, as well as any other costs and expenses associated with acceptance and use of any prize are the sole responsibility of the winners. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All prize details are at Sponsor's sole discretion.

MISCELLANEOUS CONDITIONS: Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this Contest or Website, intending to annoy, abuse, threaten or harass any other contestant, Sponsor or any of its employees or representatives or to otherwise be acting in violation of these Official Rules and void all associated entries. CAUTION: Any attempt by an individual to deliberately damage the Website or undermine the legitimate operations of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages and other such remedies from any such individual to the fullest extent permitted by law.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or the prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the Canadian Arbitration Association regional office nearest the entrant; (2) the Canadian Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction.

CHOICE OF LAW: Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrants further waive all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of British Columbia.

WINNERS LIST: A list of winners will be posted on the Sponsor's website: <http://www.vancouveropera.ca>. To obtain a winners list by email, send a request to: lchan@vancouveropera.ca Requests must be received by April 15, 2010.

SPONSOR: The Sponsor is the Vancouver Opera Association, 835 Cambie Street,

Vancouver, British Columbia, V6B 2P4 CANADA