

# THE CALLING VIDEO AND PHOTO CHALLENGES 2023

GENERAL TERMS AND CONDITIONS July 1, 2023 to September 1, 2023				
	VIDEO CHALLENGE:	VIDEO CHALLENGE:	PHOTO CHALLENGE	
	Safety Category	Freeride Category		
Eligibility	· Open to public worldwide (Jurisdiction British	· Open to public worldwide (Jurisdiction British	· Open to public worldwide (Jurisdiction British	
	Columbia, Canada)	Columbia, Canada)	Columbia, Canada)	
	Minimum age 19 years	· Minimum age 19 years	· Minimum age 19 years	
	· Not be a member of, immediate family of,	<ul> <li>Not be a member of, immediate family of,</li> </ul>	<ul> <li>Not be a member of, immediate family of,</li> </ul>	
	affiliated with The Calling or SKADI Foundation	affiliated with The Calling or SKADI Foundation	affiliated with The Calling or SKADI Foundation	
How to Enter	· Ensure compliance with all Terms and	<ul> <li>Ensure compliance with all Terms and</li> </ul>	<ul> <li>Ensure compliance with all Terms and</li> </ul>	
Checklist	Conditions	Conditions	Conditions	
	· Email Registration Form, Full Release Waiver	<ul> <li>Email Registration Form, Full Release Waiver</li> </ul>	· Email Registration Form, Full Release Waiver	
	and Link to Video Download	and Link to Video Download	and Link to Photo Download	
	· Pay Entry Fee	· Pay Entry Fee	· Pay Entry Fee	
Submission	Submissions Accepted: July 1, 2023 to	<ul> <li>Submissions Accepted: July 1, 2023 to</li> </ul>	Submissions Accepted: July 1, 2023 to	
Guidelines	September 1, 2023	September 1, 2023	September 1, 2023	
	Theme: Snowmobiling and/or Snow Biking	<ul> <li>Theme: Snowmobiling and/or Snow Biking</li> </ul>	<ul> <li>Theme: Snowmobiling and or Snow Biking</li> </ul>	
	$\cdot$ The video must include content related to one	<ul> <li>Tell us your story and why you love</li> </ul>	<ul> <li>Consent of people in photograph</li> </ul>	
	or more of the following safety topics:	Snowmobiling and/or Snow Biking Introduce all	<ul> <li>Do not use copyrighted material</li> </ul>	
	Avalanches, Emergency Response Planning,	team members	· Do not deliberately promote your sponsors	
	Winter Survival Skills, Jump Safety Skills, Back	<ul> <li>Team: 1 Athlete, 1 Videographer</li> </ul>	<ul> <li>Entrant's original work only</li> </ul>	
	Country Preparedness	<ul> <li>Consent of people in the video</li> </ul>	· Cannot contain criminal/anti-social behavior,	
	· Team: Multiple Athletes, 1 Videographer	<ul> <li>Do not use copyrighted material</li> </ul>	hate, sexually suggestive, discriminatory,	
	<ul> <li>Consent of people in the video</li> </ul>	<ul> <li>Do not deliberately promote your sponsors</li> </ul>	unlawful, infringing, violent, nudity, foul	
	<ul> <li>Do not use copyrighted material</li> </ul>	<ul> <li>Entrant's original work only</li> </ul>	language, or any other content SKADI	
	· Do not deliberately promote your sponsors	· Cannot contain criminal/anti-social behavior,	Foundation deems unacceptable	
	· Entrant's original work only	hate, sexually suggestive, discriminatory,	<ul> <li>High resolution minimum 300 dpi</li> </ul>	
	· Cannot contain criminal/anti-social behavior,	unlawful, infringing, violent, nudity, foul	· File formats accepted: .jpg, .jpeg and .png no	
	hate, sexually suggestive, discriminatory,	language, or any other content SKADI	larger than 3MB	
	unlawful, infringing, violent, nudity, foul	Foundation deems unacceptable	<ul> <li>No watermarking or digital mattes, frames, or</li> </ul>	
	language, or any other content SKADI	Minimum 3-8 minutes	borders	
	Foundation deems unacceptable	<ul> <li>Minimum 1080p, 16x9, HD quality, and .mp4 or</li> </ul>	<ul> <li>File Name: first name last name Rider and</li> </ul>	
	Minimum 3-8 minutes	.mov format	Photographer	
	· Minimum 1080p, 16x9, HD quality, and .mp4 or	<ul> <li>Video must include Credits</li> </ul>	<ul> <li>Upload photo to a file-sharing platform</li> </ul>	
	.mov format	<ul> <li>Upload video to a file-sharing platform and</li> </ul>	<ul> <li>Complete the Online Registration Form on</li> </ul>	
	Video must include Credits	include a video cover thumbnail (16x9 .jpeg)	www.skadifoundation.com/tcregistration	
	· Upload video to a file-sharing platform and	<ul> <li>Complete the Online Registration Form on</li> </ul>	Questions to info@skadifoundation.com	
	include a video cover thumbnail (16x9 .jpeg)	www.skadifoundation.com/tcregistration	<ul> <li>Submissions can be used on SKADI Foundation</li> </ul>	
	Complete the Online Registration Form on	Questions to info@skadifoundation.com	marketing platforms	
	www.skadifoundation.com/tcregistration	<ul> <li>Submissions can be used on SKADI Foundation</li> </ul>		
	Questions to info@skadifoundation.com	marketing platforms		
	· Submissions can be used on SKADI Foundation			
	marketing platforms			
Entry Fee	· \$200 CAD	· \$200 CAD	· \$75 CAD	
	· Due with Video Submission	· Due with Video Submission	Due with Photo Submission	
	· Each team may enter each category once	<ul> <li>Each team may enter each category once</li> </ul>	Multiple entries allowed	
	· Non-refundable	· Non-refundable	· Non-refundable	
	· PayPal payment to	· PayPal payment to	PayPal payment to	
	skadifoundation@gmail.com	skadifoundation@gmail.com	skadifoundation@gmail.com	
	· If removed from competition for violation of	<ul> <li>If removed from competition for violation of</li> </ul>	<ul> <li>If removed from competition for violation of</li> </ul>	
	Terms and Conditions your entry fee will not be	Terms and Conditions your entry fee will not be	Terms and Conditions your entry fee will not be	
	refunded	refunded	refunded	
	· Entry fees are donated to SKADI Foundation	· Entry fees are donated to SKADI Foundation	· Entry fees are donated to SKADI Foundation	
	Not tax-deductible	<ul> <li>Not tax-deductible</li> </ul>	<ul> <li>Not tax-deductible</li> </ul>	



1 <sup>st</sup> , 2 <sup>ND</sup> , 3 <sup>RD</sup> PLACE AWARDS September 1, 2023 to November 1, 2023				
	VIDEO CHALLENGE: Safety Category	VIDEO CHALLENGE: Freeride Category	PHOTO CHALLENGE	
Judging Panel Criteria	<ul> <li>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> place winners in each category will be chosen by a panel of judges</li> <li>Judging criteria includes impact, creativity, style, subject matter, story telling, wow factor, marketability/commercial appeal, merit/skill</li> </ul>	<ul> <li>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> place winners in each category will be chosen by a panel of judges</li> <li>Judging criteria includes impact, creativity, style, subject matter, story telling, wow factor, marketability/commercial appeal, merit/skill</li> </ul>	<ul> <li>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> place winners will be chosen by a panel of judges</li> <li>Judging criteria includes impact, creativity, style, subject matter, story telling, wow factor, marketability/commercial appeal, merit/skill</li> </ul>	
General Information	<ul> <li>Odds of winning are dependant on number of submissions</li> <li>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Place Winners will be notified by email on October 30, 2023, announced on SKADI Foundation marketing platforms on November 1, 2023.</li> </ul>	<ul> <li>Odds of winning are dependant on number of submissions</li> <li>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Place Winners will be notified by email on October 30, 2023, announced on SKADI Foundation marketing platforms on November 1, 2023.</li> </ul>	<ul> <li>Odds of winning are dependant on number of submissions</li> <li>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Place Winners will be notified by email on October 30, 2023, announced on SKADI Foundation marketing platforms on November 1, 2023.</li> </ul>	
Prizes <i>1 per award</i>	<ul> <li>1st Place: \$4,000 CAD</li> <li>2<sup>nd</sup> Place: Highmark Airbag Backpack, Mammut S320cm Probe, Mammut Shovel (value \$2,200 CAD)</li> <li>3<sup>rd</sup> Place: TOBE Onesie (value \$1,300 CAD)</li> </ul>	<ul> <li>1<sup>st</sup> Place: \$4,000 CAD</li> <li>2<sup>nd</sup> Place: Highmark Airbag Backpack, Mammut S320cm Probe, Mammut Shovel (value \$2,200 CAD)</li> <li>3<sup>rd</sup> Place: 509 Jacket and Pants (value \$1,300 CAD)</li> </ul>	<ul> <li>1<sup>st</sup> Place: \$1,500 CAD</li> <li>2<sup>nd</sup> Place: \$1,200 FXR Gift Card</li> <li>3<sup>rd</sup> Place: \$500 Mountain Lab Gift Card</li> </ul>	



## THE CALLING VIDEO AND PHOTO CHALLENGES 2023 Extended Terms and Conditions

- 1. About SKADI Foundation, The Calling, and The Calling Video and Photo Challenge
  - a. SKADI Foundation is a non-profit foundation composed of experienced volunteers dedicated to making mountain adventures safe and enjoyable for everyone. Too many people have not returned home to their loved ones doing something they love and the people of SKADI Foundation strive to reduce and prevent future losses. SKADI Foundation's mission is to increase motorized user safety in the mountains by providing leadership, development and communication of mountain survival and safety practices, products, and services. Donations received go toward core projects designed to direct a shift in the culture of safe motorized mountain use practices. These projects are outlined on our website www.skadifoundation.com on both the Support Us and Goals pages.
  - b. The Calling Video and Photo Challenges 2023 consists of 2 Video Challenges and a Photo Challenge. There are 2 Phases of the competition. Phase 1 of the competition (July 1 September 1, 2023) includes video and photo submissions. Phase 2 of the competition (September 1 November 1, 2023) includes judging and 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place winner announcements. All winners will be notified by email on October 30, 2023 and announced on SKADI Foundation's website and Facebook page on November 1, 2023. The competition will be advertised on SKADI Foundation's website and social media outlets. Entries will be used for SKADI Foundation and The Calling marketing purposes.

#### 2. General

- a. Your entry into The Calling Video and Photo Challenge represents your acceptance of these Terms and Conditions, your acknowledgment that you have read and understand these Terms and Conditions. By entering into this competition, you agree to be legally bound by these Terms and Conditions. Entrants violating these Terms and Conditions will be removed from the competition and no longer eligible to win prizes.
- b. If your entry is removed from the competition for non-compliance of Terms and Conditions your entry fee will not be refunded.
- c. If you request removal from the competition your entry fee will not be refunded.
- d. By entering this competition each entrant:
  - i. guarantees that their submission does not infringe on any third-party's copyright materials, trademark or other intellectual property rights.
  - ii. agrees to release, discharge and hold harmless SKADI Foundation from any claim or liability arising from or related to submission of the entry and participation in this competition.
  - iii. consents to the publication and/or use, in any medium, of the entrant's: entry, name, city of residence, photograph and/or image for publicity purposes carried out by SKADI Foundation without payment or compensation of any kind.
  - iv. agrees to a full release video or photo entries for SKADI Foundation to use at their discretion for marketing The Calling.
  - v. you release, discharge and agree to hold harmless SKADI Foundation their legal representatives, affiliates, assigns and/or any other persons for which and/or with which they might cooperate from any and all liability arising from any usage of your uploaded material.
- e. Entries that contain criminal/anti-social behavior, hate, sexually suggestive, discriminatory, unlawful, infringing, violent, nudity, foul language or any other content which SKADI Foundation deems unacceptable will be removed from competition.
- f. All athletes shall take full responsibility for ensuring that your participation in the activities of any SKADI Foundation competition affect your eligibility as an athlete, either professional or amateur, please take care in checking with your associations as to your participation. SKADI Foundation takes no responsibility or liability for your participation in competitions nor your eligibility in performing as an athlete.

# 3. Entrant Identity

- a. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be removed from the competition.
- b. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the terms and conditions may be removed from the competition at SKADI Foundation's absolute discretion.
- c. In the event of a dispute over the identity of an entrant, the entry will be deemed submitted by the authorized account holder of the email address associated with the entry, which the entrant will have the obligation to establish. Authorized account holder is defined as the person assigned to an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses. In the event a dispute cannot be resolved to SKADI Foundation's satisfaction, the affected entry will be deemed ineligible and removed from the competition.

#### 4. Timeline

Competition Opens/Submissions Accepted: July 1, 2023 at 12:00 AM PST Submissions Deadline: September 1, 2023 at 12:00 AM PST Panel Judging: September 1, 2023 to October 30, 2023 Winners contacted by email: October 30, 2023 Winners announced on SKADI Foundation marketing platforms: November 1, 2023 Deadline to claim 1st, 2nd, 3rd Place prizes: December 30, 2023 at 11:59 PM PST



## 5. Prize Acceptance/Redeeming Prizes

- a. One prize per award.
- b. The value of the prizes may be reported for tax purposes as required by law.
- c. The prizes are awarded "as is" without warranty or guarantee, either express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prizing may be fulfilled by a third-party. Prizes are non-transferable and cannot be substituted or redeemed for cash by the winner.
- d. To the maximum extent permitted by the law, SKADI Foundation will not be liable for any claims or actions of any kind whatsoever for damages or losses to persons and property which may be sustained in connection with the receipt, ownership and/or use of the prize.
- e. Neither SKADI Foundation nor any of their affiliated companies are responsible for any condition, circumstances, losses, failures or delays caused by events beyond its or their control such as (but not limited to) the acts or defaults of any supplier selected by SKADI Foundation to provide the prizes or otherwise that may cause the competition to be disrupted or corrupted, or that may lead to loss or damage of the prizes in transit to the prize winners.
- f. Unclaimed prizes will be donated to SKADI Foundation.
- g. Duties and Taxes are the responsibility of the prize recipient.
- h. When prizes are fulfilled by a third-party (certificates) shipping fees may be the responsibility of the prize recipient.

## 6. Full Release Waiver

- a. All entries must submit link to downloadable file accordance with the Submission Guidelines.
- b. The entrant agrees to a Full Release of the submitted video and photo to SKADI Foundation.
- c. Entries may be used in The Calling marketing in various mediums. You consent to the publication and/or use in any medium of your entry. You affirm SKADI Foundation's use of your entry for marketing purposes does not constitute any form of compensation from the photograph or video to you.
- d. By submitting your photo or video you affirm you are the rightful owner and you have obtained permission from any persons appearing in the photo or video to submit it under the Terms and Conditions.
- e. You acknowledge that photo or video credit is not guaranteed for all uses of the photo or video.
- f. Photo rights are not exclusive to SKADI Foundation, however, we ask that discretion/consideration is used and conflicting or harmful situations avoided.

#### 7. Assumption of Risk

a. In no event shall SKADI Foundation be liable for direct, indirect special incidental, or consequential damages arising out of or relating to any entrant's conduct in connection with the entrant's participation in this competition, including, without limitation, bodily injury, property damage, wrongful death, emotional distress, disparage, immoral turpitude, loss of services or any other damages. You knowingly and freely assume all risk when participating in this competition.

## 8. Indemnity

- a. Without limiting any indemnification provision of this Agreement, You agree to defend, indemnify and hold harmless SKADI Foundation and its officers, directors, employees, agents, affiliates, representatives, sub-licensees, successors, assigns, and Third-Party Service Providers (collectively, the "Indemnified Parties") from and against any and all claims, actions, demands, causes of action and other proceedings (collectively, "Claims"), including but not limited to legal costs and fees, arising out of or relating to:
  - i. your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement;
  - ii. your access to or use of the Competition, Website, Applications or Services;
  - iii. your provision to SKADI Foundation any of the Indemnified Parties of information or other data;
  - iv. your violation or alleged violation of any foreign or domestic, federal, state or local law or regulation; or
  - v. your violation or alleged violation of any third-party's copyrights, trademarks, or other intellectual property or proprietary rights or
  - vi. arising from or related to any user generated content, your use of content.

The Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which You are required to defend, indemnify or hold harmless the Indemnified Parties. You may not settle any Claim without the prior written consent of the concerned Indemnified Parties.

#### 9. Third-Party Platforms

- a. Entrants are responsible for complying with all applicable terms of each third-party platform, and all applicable laws, in connection with sharing information about your entry.
- b. This Competition is in no way sponsored, endorsed or administered by, or associated with PayPal, YouTube, Vimeo, Facebook or Instagram. The information you provide will only be used for purposes of this Competition. SKADI Foundation holds YouTube and Facebook harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) for any claim related to the Competition including without limitation the publicity or administration thereof.
- 10. Entrant Disputes
  - a. SKADI Foundation reserves the right, and disclaims any perceived, implied or actual duty, to monitor or manage disputes between entrants. You agree to hold SKADI Foundation harmless in connection with any dispute or claim you make against any other entrant.



#### 11. Decisions

- a. Decisions made by SKADI Foundation will be final and binding on all matters relating to this competition, and no correspondence regarding the competition and decisions will be entered into.
- 12. Privacy
  - Personal information collected from entrants will be used by SKADI Foundation for the purposes of administering this competition.
     SKADI Foundation will not sell, share or otherwise disclose personal information of entrants to third-parties except for postal codes to Mountain Sledder Magazine for industry research.
  - b. SKADI Foundation will only send you e-mails that are relevant to this competition.

## 13. Internet and Technical Issues

- a. If for any reason a competition does not run for its duration due to a computer virus, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of SKADI Foundation that corrupts or affects the administration, security, fairness, integrity or proper conduct of the competition, SKADI Foundation reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition and disqualify any individual who tampers with the entry and/or judging process.
- b. SKADI Foundation is not responsible for any:
  - malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - ii. failure of any email or entry to be received by SKADI Foundation; nor
  - iii. injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials in a competition. SKADI Foundation suggests you maintain your own back-up of your image. SKADI Foundation cannot be responsible for loss of content, nor content removed by the developer of our competition site.

#### 14. Mobile

- a. If you participate in the competition via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter), standard messaging or data rates will apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carrier rate plans may vary, and you should contact your wireless carrier for more information about rate plans and charges relating to your participation in this competition. Internet and data may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your phone's capabilities for specific instructions. SKADI Foundation is not responsible for charges you incur to participate in the competition.
- 15. Intellectual Property
  - a. All intellectual property contained within the SKADI Foundation website and competition is owned by SKADI Foundation including work, such as; logos, imagery, slogans are protected by copyright laws. Entrant use of SKADI Foundation's Intellectual Property without consent may result in the removal from the competition.
- 16. Modification(s) and Termination
  - a. SKADI Foundation reserves the right to terminate your participation and remove your entry from the competition.
  - b. SKADI Foundation reserves the right to terminate the competition at any time.
  - c. SKADI Foundation reserves the right to make modifications to the Terms and Conditions. Entrants prior to the effective Addendum date will receive an Addendum notification by email.
- 17. Applicable Law
  - a. This competition will be construed and governed in accordance with the substantive laws of British Columbia, Canada. By entering the competition you agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, entrant's rights and SKADI Foundation's rights and obligations in connection with the competition shall be governed by and construed in accordance with the laws of the Province of British Columbia. You consent and waive all defenses of lack of jurisdiction and forum non-convenient with regards to venue and jurisdiction, and will resort exclusively to the Law Courts of the Province of British Columbia, Canada. Any claim regarding participation in this competition must be brought forward within a year from when the claim or cause occurred.
- 18. Organizer Information

SKADI Foundation Box 362 Revelstoke BC V0E 2S0 CANADA info@skadifoundation.com www.skadifoundation.com Society Number S0065045 Business Number 78706 7891 BC0001