

# **Straight Kill Audition (the "Audition")**

## **Official Rules and Regulations (the "Audition Rules")**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A VALID EMAIL ADDRESS REQUIRED.**

### **1. CONTEST PERIOD:**

The Audition begins at 12:00:01 a.m. Eastern Standard Time ("E.S.T.") on September 6, 2014 and ends at 11:59:59 p.m. E.S.T. on December 31, 2014 (the "Audition Period"). Straight Kill Films Inc. ("SKF") is the official time-keeper for the Audition.

### **2. ELIGIBILITY**

The Audition is open to all residents of Canada, except Quebec, who have reached the age of sixteen (16) at the time of submission provided that any entrant under the age of majority in the province or territory in which they reside ("Underage") require a parent or legal guardian to accept responsibility for the Audition and the Audition Rules on behalf of such entrant. Employees, directors, officers, agents and representatives of SKF, and each of their respective parents, affiliates, subsidiaries, advertising, promotion agencies, distributors and other suppliers of materials and services related to this Audition, and each of their immediate family members (spouse, in-laws, grandparents, parents, siblings, grandchildren and children, regardless of where they live) and/or those living in the same household (whether related or not) of each are ineligible to enter the Audition. If asked by SKF, an entrant must provide valid proof of eligibility by way of government-issued photo identification.

### **3. HOW TO ENTER:**

Personal email address required. To participate in the Audition enter online using a computer, mobile phone and/or other digital device with internet access by accessing the Audition website during the Audition Period at the following internet address: [www.straightkillfilms.com](http://www.straightkillfilms.com) (the "Audition Site"). No other means of submission will be accepted.

Although an email account is required in order to participate, no purchase is required in order to enter the Audition. Many public libraries, retail businesses and others offer free access to computers and a number of Internet service providers and other companies offer free email accounts.

At the Audition Site follow the links and instructions to upload an audition for either an acting or music audition, complete the online submission form in full, including your name, email address, home address, telephone number and birth date and agree to the Audition Rules, and confirm that you are either of age of majority in the province you reside or if you are Underage, your parent or legal guardian has accepted responsibility for the Audition and Audition Rules on your behalf. Completing these steps and following the Audition Rules will qualify an uploaded composition as a "Submission" into the Audition. The individual who submits the Submission, or alternatively the nominated parent or legal guardian who acts on behalf of an Underage individual, is an "Entrant" into the Audition.

Multiple entrants are not permitted to share the same email address. Each Submission must be submitted separately by the Entrant him or herself. Each Submission must be manually key stroked and manually entered by the Entrant; bulk, third-party, automated and/or repetitive electronic submission of Submissions (including but not limited to Submissions made using any script, macro, bot or sweepstakes/contest service) will be disqualified. Any attempt by any Entrant to obtain Submissions by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that Entrant's Submissions, and that Entrant may be disqualified at SKF's sole discretion. Submissions originating at any other website are not permitted and will be disqualified. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other person or organization responsible for assigning email addresses for the domain associated with the submitted address. Each Entrant may be required to show proof of being an authorized account holder. SKF shall have the right at any time to require proof of identity and/or eligibility of an Entrant to participate in the Audition. If such proof is not to SKF's satisfaction, the Submission will be deemed ineligible. Proof of sending (such as an automated computer receipt confirming delivery of e-mail or "thanks for entering" message) does not constitute proof of actual receipt of a Submission by SKF for purposes of this Audition. Only eligible Submissions actually received and verified by the Audition Site during the Audition Period will be included in the Audition. Illegible, unintelligible, incomplete, garbled, lost, late, misdirected, forged, altered, or mutilated Submissions will be disqualified. Any links that expire or any no longer reachable in the Submission during the Audition Period will invalidate such Submission. Submissions will require the express consent of participant to accept communications from SKF regarding the Audition in order for eligibility. Participation in the Audition constitutes Entrant's full and unconditional agreement to the Audition Rules and SKF's decisions, which are final and binding in all matters related to the Audition.

#### **4. PRIZE AND ODDS OF WINNING:**

There are four (4) prizes (the "Prizes") available to be won as follows: the winning Submissions will be asked to be part of the cast and soundtrack of the upcoming "Straight Kill" movie production (the "Movie").

Approximate retail value of the Prizes is \$50.00 CAD. The odds of winning depend on the number of eligible Submissions received during the Audition Period and the quality and skill shown in the eligible Submissions.

The Prizes are non-commercial, non-transferrable, not redeemable for cash, and no substitution will be accepted, except at SKF's sole discretion. SKF reserves the right to substitute a Prize or a component of a Prize for one of equal or greater value if the designated prize should become unavailable for any reason. SKF makes no representations or warranties with respect to any part of the Prizes, including, but not limited to, the viability, commencement, production or release of the Movie, the role offered, the amount of screen time, composition of music or allotment in the Movie soundtrack.

## 5. WINNER SELECTION:

The potential winners shall be decided on by a panel of professionals (the "Judges") selected by SKF in its sole discretion. Judging criteria shall be based upon the following:

- creativity,
- originality,
- talent, and
- potential commercial appeal

The relative weight given to each judging criteria will be at the sole discretion of the Judges, either individually or collectively. The potential "Winners" are the Entrants who submitted, or submitted on behalf of an Underage individual, the Submission decided to be the best Submissions by the Judges.

The potential Winners will be chosen by the Judging Rounds as set out below.

**Judging Rounds:** The Judging Rounds begin at 12:00:01 a.m. E.S.T. on January 19, 2015 and end at 11:59:59 p.m. E.S.T. on May 17, 2015. The Judges shall select the best 60 acting and music Submissions. The Judges shall invite the Entrants for successive live auditions in front of the Judges and other professionals, as the case may be from time to time. The Judges will solicit feedback from industry professionals as well as the public to reach a consensus for the top 4 Submissions in both the acting and music Submissions. Note that during the Judging Rounds, SKF will not provide accommodations, transportation, per diem, expense reimbursement or any fees for the Entrants.

The potential Winners will be notified by e-mail and/or telephone within approximately two (2) days of the end of the Judging Rounds at the email address and/or telephone number provided by Entrant in his/her Submission. Before being declared a Winner, the Entrant will be required to sign and return to Sponsor within seven (7) days of notification, a Declaration of Compliance and Liability and Publicity Release ("Declaration") confirming compliance with the Audition Rules, releasing SKF, its respective parents, related and affiliated companies, advertising and promotional agencies, participating retailers, and all of their respective directors, officers, owners, partners, shareholders, employees, agents, representatives, successors and assigns from any liability in connection with the Audition or the use or misuse or possession of any component of the Prize, availability for filming, and providing any additional information that may be required by SKF in order for Prize fulfillment. If a potential Winner cannot be reached for any reason whatsoever, fails to comply with the Audition Rules, fails to sign and return the Declaration within the required time period (if applicable), fails to provide proof of eligibility (if requested), the potential Winner may be disqualified and forfeit the Prize. All Declarations are subject to verification by SKF. In the event that a potential Winner is disqualified or the Prize is forfeited for any reason, SKF may, in its sole discretion, award the Prize to an alternate Entrant, who will be subject to disqualification in the same manner, or the prize may remain un-awarded. The Prizes will be fulfilled as set out in Section 4 of the Audition Rules.

The Winners will be declared on the Audition Site and other media as decided by SKF in its sole discretion.

## **6. SUBMISSION REQUIREMENTS:**

- i. Submissions SHALL NOT have won any previous award or been submitted in any other competition or Audition administered by SKF, and cannot have been previously published and/or previously produced work;
- ii. Submissions SHALL NOT contain material that violates or infringes another's rights, including but not limited to, material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- iii. Submissions SHALL NOT include any unlicensed copyrighted materials, including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property, other than material in which such Entrant owns the copyrights;
- iv. Submissions SHALL NOT contain logos, brand names or trademarks, logos, insignia, location signage, artwork, or sculptures;
- v. Entrant represents and warrants that they have obtained all rights necessary to upload their Submission and enter the Audition;
- vi. Submissions SHALL NOT contain material that is, as determined by SKF's sole discretion, tortious, defamatory, slanderous, or libelous;
- vii. Submissions SHALL be in keeping with SKF's image and SHALL NOT be obscene, indecent, or otherwise offensive, as determined by SKF in its sole discretion;
- viii. Submissions SHALL NOT contain material which is (or promotes activities which are), as determined in SKF's sole discretion: lewd, pornographic, inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (e.g. based on race, gender, religion, natural origin, physical disability, sexual orientation or age, or other protected status), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), hateful, offensive, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous;
- ix. Submissions SHALL NOT invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights, including but not limited to intellectual property rights, and the right to submit or use same shall not be restricted;
- x. Submissions SHALL NOT include material that is unlawful, in violation of, or contrary to the laws or regulations in any province or territory where the Submission is created; and

Any of the above submission requirements may be waived by SKF in relation to any particular Submission or Entrant in their sole discretion.

## **7. LIMITATION OF LIABILITY:**

By entering into the Audition, Entrants agree to release, indemnify, defend and hold harmless SKF, its related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, as well as employees, directors and officers of any of the foregoing ("Released Parties") from and against any liability for any injuries, losses or damages of any kind (including direct, indirect, incidental, consequential or punitive

damages), and any claim or cause of action, including, without limitation, personal injury, death, or damage to or loss of property, arising out of, in whole or part, directly or indirectly, from participation or attempting to participate in the Audition or from acceptance, possession, misuse, award or use of any prize, or while participating in, traveling to, and/or preparing for any Audition or prize-related activity. No responsibilities are accepted by the Released Parties for any additional expenses, omissions, delays, or cancellations resulting from causes beyond its control, including but not limited to unavoidable casualty, acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing, electronic or human errors or by any of the equipment or programming associated with or utilized in the Audition; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or submission information, any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any computer online systems, servers, providers, computer equipment, software, e-mail, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing; (3) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (4) unauthorized human intervention in any part of the submission process or the Audition; (5) technical or human error which may occur in the administration of the Audition or the processing of Submissions; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Audition or receipt or use or misuse of any prize; or (7) late, lost, misdirected, illegible, incomplete or mutilated Submissions or for theft, destruction or unauthorized access to, or alteration of Submissions. If for any reason a Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Submission in the Audition. If it is not possible to award another Submission due to discontinuance of the Audition, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Submissions received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. Entrant agrees that under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

## **8. PRIVACY POLICY:**

The personal information the Entrant submits when he/she enters the Audition is collected by SKF and will be subject to the SKF Privacy Policy ("Privacy Policy"), which is attached to the Audition Rules for convenience.

## **9. PUBLICITY:**

Except where prohibited by law, accepting the Prize constitutes winner's consent to SKF's use of winner's name, likeness, photograph, voice, statements, opinions, biographical information and/or city and province of residence for advertising and promotional purposes in any media or format that SKF may conduct relating to the Audition, worldwide, whether now known or hereinafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation, notice or consideration.

## **10. INTELLECTUAL PROPERTY:**

Each Entrant grants SKF, for the purposes of promoting and advertising SKF, the Audition and the Movie only, the non-exclusive, perpetual, irrevocable, worldwide right to use, reproduce, distribute, display, publish, adapt, sublicense, edit, dispose of, modify and/or prepare derivative works of such Submission and the concepts embodied therein in any way, in any and all media worldwide, without limitation or compensation to the entrant, who may be required to sign a release to that effect.

## **11. GENERAL CONDITIONS:**

SKF reserves the right to cancel, suspend and/or modify the Audition, or any part of it, at any time and without prior notice or obligation for any reason whatsoever. SKF reserves the right, in its sole discretion, to disqualify any Entrant it finds to be tampering with or attempting to tamper with, directly or indirectly, the submission process, the operation of the Audition, the Audition Site or to be acting in violation of the Audition Rules or any other promotion or in an unsportsmanlike or disruptive manner. SKF reserves the right, at its sole discretion, to disqualify any individual found to be: (a) violating the Audition Rules; or (b) violating the terms of service, conditions of use and/or general rules or guidelines of any SKF property or service. Any person who supplies false information, obtains Submissions by fraudulent means, or is otherwise determined to be in violation of the Audition Rules in an attempt to obtain the Prize will forfeit the Prize and may be prosecuted to the full extent of the law. Any attempt by any person to undermine the legitimate operation of the Audition may be a violation of criminal and civil law, and, should such an attempt be made, SKF reserves the right to seek damages from any such person to the fullest extent permitted by law.

## **12. GOVERNING LAW:**

The Audition is subject to all applicable federal, provincial, territorial and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Audition Rules, or the rights and obligations of the Entrant and SKF in connection with the Audition, shall be governed by, and construed in accordance with the laws of Ontario and the federal law of Canada applicable therein.

## **13. MISCELLANEOUS:**

The invalidity or unenforceability of any provision of the Audition Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any

provision of the Audition Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. SKF's failure to enforce any term of the Audition Rules will not constitute a waiver of that provision. SKF reserves the right to correct any typographical, printing, computer programming or operator errors. For entrants, to the extent there is a conflict between the Audition Rules and disclosure or other statements contained in any Audition-related materials, including but not limited to the Audition submission form, or print or online advertising, the Audition Rules prevail, govern and control.

## **Straight Kill Films Inc. Privacy Policy**

Straightkillfilms.com (the "Website") is an online website providing you with the information regarding the activities of Straight Kill Films, Inc. ("SKF"), including, but not limited to, the upcoming "Straight Kill" movie, the Straight Kill Auditions, and information about the SKF team.

SKF takes the privacy of Personal Information (as defined below) held by us seriously, and the Straight Kill Films Inc. Privacy Policy (the "Privacy Policy") is designed to help you understand how we collect and use the Personal Information that you provide on the Website and how that information may be subsequently used.

"Personal Information" means any information about an identifiable individual including, but not limited to, name, home address, email address, telephone number, social media handles and uploaded content.

### **Consent**

By visiting the Website, you consent to the collection, use and disclosure of your Personal Information as described in this Privacy Policy. You may withdraw your consent to the use of your Personal Information by contacting the Privacy Officer as provided below. However, if you withdraw your consent, you may not be able to interact with the Website. If do not accept this policy, you must not use the Website.

### **Collection of Personal Information**

When you visit the Website, the only Personal Information we collect is information you provide to us voluntarily by sending it to us electronically using the links or forms contained on the Website including, but not limited to, completing a submission form, providing us feedback and sending us emails. We may also collect website use information as you interact with thr Website.

When you enter the Website, we collect certain information from your browser using cookies. Cookies are small files that are stored on your computer that help us to optimize your experience on the Website. We also use web beacons which are electronic images used to track the movement of a visitor on the Website. Most browser software will allow you to disable and delete cookies. If you choose to do so, this may interfere with your ability to personalize and be recognized by the Website and slow down the performance of your Website experience.

### **Use of Your Personal Information**

We use your Personal Information for the following purposes:

1. to provide you with access to the Website;
2. to customize your experience;
3. to deliver services offered through the Website;
4. develop and maintain our relationship with you and communicate with you; and
5. to record your interactions with the Website for the purposes of improving and planning the service.

## **Disclosure of Personal Information**

Unless agreed to otherwise, SKF will not disclose your Personal Information to any other persons without your prior consent, other than as provided for herein.

SKF may transfer (or otherwise make available) your Personal Information to our affiliates and other third parties who provide services on our behalf. For example, we may use service providers to host our Website, operate certain of its features, serve advertisements on our Website, send e-mail, SMS text messages or other communications, run our contests and promotions, conduct customer research, manage and analyze data and our advertising effectiveness.

SKF may provide any of your Personal Information to its external suppliers, but only to fulfill the purposes as described in this Privacy Policy. SKF may provide third parties with certain aggregated, anonymous data about your use of the Website. It will not include information that could personally identify you. We reserve the right to access and to disclose personal information to comply with applicable laws and lawful government requests, requests by regulatory bodies, to operate the Website and/or to protect SKF and its affiliates.

We may transfer any information we have about you as an asset in connection with a merger or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of SKF or any affiliate thereof or as part of a corporate reorganization or stock sale or other change in corporate control.

## **Security**

We have adopted reasonable security measures in an effort to protect Personal Information from loss, misuse or alteration while it is under our control. We use reasonable technical, contractual, administrative and physical measures to protect against unauthorized access. Unfortunately, no collection or transmission of information over the Internet or other publicly accessible communications networks is absolutely secure. We caution you to be aware of this fact before you send us an email message through the Website.

## **Links to Third Party Websites**

The Website contains links to other websites that operate independently of SKF and are not under our control. We provide links to other websites solely for your convenience and information. Other websites may have their own terms of use and privacy notices, which we suggest you review if you visit any linked websites. SKF is not responsible for information that is collected through those websites or for any other use or disclosure of information by the operators of those websites.

## **Access and Update to Your Personal Information**

You may update, review or correct your information at any time by contacting our Privacy Officer as specified under "Contact Us" below.

## **Changes to the Privacy Policy**

We may change our Privacy Policy from time to time without notice. The last time this Privacy Policy was updated will appear at the top of the page. If we materially change our practices in processing Personal Information, we will notify you by posting an updated policy in place of this Privacy Policy, so you will always know what information we collect, how we use it and with whom we share it. Your continued access and use of the Website after the effective date of any changes to this Privacy Policy constitutes your acceptance of all such changes.

## **Contact Us: Questions or Concerns**

We welcome you to contact us at any time should you have any questions, comments or concerns regarding this Privacy Policy or about our collection, use and disclosure of your Personal Information. Please contact our Privacy Officer below:

### **Privacy Officer**

privacy@straightkillfilms.com  
Straight Kill Films Inc.  
804-1 Scott Street  
Toronto, ON M5E 1A1

If your privacy concerns are not addressed to your satisfaction, you may contact the Office of the Privacy Commissioner of Canada for further guidance:

The Office of the Privacy Commissioner of Canada  
112 Kent Street  
Ottawa, Ontario K1A 1H3  
1-800-282-1376  
[www.privcom.gc.ca](http://www.privcom.gc.ca)  
Email: [info@privcom.gc.ca](mailto:info@privcom.gc.ca)