



**10 YEARS**  
**SINCE 2011**

**The Great  
India Festival**



**Le Grand  
Festival de l'Inde**

**Diversity: Share it, Embrace it, Celebrate it**

Canadian Centre for Mindful Habitats and The Great India Festival

present

**CANADA CELEBRATES FOLKLORE – 2021**

Worldwide call for Illustrations

**Official guidelines, rules, terms and conditions**

**Call for illustrations: Canada Celebrates Folklore**

- Beginning on May 28, 2021 and continuing every day until June 4, 2021, Canadian Centre for Mindful Habitats and The Great India Festival (“organizers”) will release online one or more video narration in English of age-old folklore from different countries narrated by selected storytellers.
- These videos will be used for a world-wide call for visual illustrations (“contest”) that illustrate the stories. From the illustrations (“submissions”) received in response to the call, a panel of artists will select illustrations. The written folklore and the selected illustrations will be compiled and is planned to be published afterwards as an e-book and hard copy by the Canadian Centre for Mindful Habitats. The storytellers will be credited as the retellers of the folktales in the publication. The selected artists will also be attributed in the publication alongside their illustrations.

**“Submission” Guidelines**

- The visual illustrations can be realistic, figurative, abstract, hyperreal or anything in between.
- The illustrations can be made digitally, by hand, or hybrid(multimedia).  
If you are making it by hand please retain the physical copy as it may be needed if you are selected to be included in the publication.
- The illustration can be done on any material base/can be digital. The size of the base can be decided by the “participant”/ “entrant” but needs to be **square** in proportion.
- The illustration must **not be more than 1(one) year old.**
- Description for the illustration (max 30 words) in English.
- There will be two participation categories:
  1. 18 years of age and older: “Entrant” will be the artist themselves
  2. Under 18 Years of age: “Entrant” will be a parent/legal guardian who will submit the illustration on behalf of the child (“participant”).

- The format of the “submission” should be a .jpeg, .png, or .pdf file
- The “submission” must be entered online through the Site in accordance with the instructions on the Site. Entries by mail will not be accepted.
- Entrants may participate individually or in teams of not more than 2(two) people.
- To enter the competition complete the online entry form on this link: [mindfulhabitats.ca](http://mindfulhabitats.ca), and follow the instructions on the Site to upload your “submission.”
- More than one or all stories can be illustrated. Limit one (1) “submission” per “entrant” /per story
- More than one parent or guardian cannot enter a “submission” for the same child for the same story.
- In addition, “entrants” are not permitted to submit the same “submission” more than once throughout the entire “contest.” Duplicate “submissions” by the same “entrant” or same “submission” in response to different stories will be disqualified.
- No monetary or other compensation will be provided to the “entrants” or “participants.” It is completely voluntary to participate.
- The “submission” should not have been submitted previously in a promotion of any kind, won any kind of award and/or been exhibited or displayed publicly through any means.
- The “submission” should consist of a scan or photograph of the illustration. Nothing else other than the illustration should be visible in the photograph. A flat scan is preferred but if not, the photograph should be taken perpendicularly.
- On a basic level, images must be in focus, properly color and contrast balanced, and free from blemishes such as lens flare, color fringing, sensor dust, jpeg artifacts, excessive noise and so on. The photographs should be high quality and preferably have a resolution of 300 dpi or more.

**Start/End Dates.**

**Release of video stories: May 28, 2021 to June 4, 2021**

**Call for illustrations open from May 28, 2021 to July 4, 2021(11:59 PM ET)**

(“Contest Period”).

**Eligibility. Participation open worldwide for all ages.** Void outside where prohibited or restricted by law.

**Judging Panel/Judging Criteria.** All “submissions” will be judged based on the following equally-weighted judging criteria (“Judging Criteria”): (a) imagination; (b) creativity; and (c) interpretation of the related Story.

By entering the “contest,” “entrants” fully and unconditionally agree to be bound by these rules and the decisions of “organizers” and judges, which will be final and binding in all matters relating to the “contest.”  
**See below.**

### **Content Restrictions, Terms and Conditions:**

By entering, each “entrant” agrees that their “submission” conforms to the “Submission” Guidelines and Content Restrictions, terms and conditions as defined in this document and that “organizers,” in their sole discretion, may remove any “submission” and disqualify an “entrant”/ “participant” from the “contest” if it believes, in its sole discretion, that their “submission” fails to conform to Guidelines, restrictions, terms and conditions.

- The “submission” must be submitted by that child’s parent or legal guardian for “participants” under 18 years of age or by the “entrant” themselves (18 years or over in age)
- “Organizers” reserve the right to disqualify a “entrant”/ “participant” if they provide false data.
- By participating in the program as described above “entrants” understand and agree that “organizers” shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, videos, statements about the campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any compensation, notice, review, or consent.
- By entering this program, “entrants” represent and warrant that their entry does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the “organizers.” If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the “organizers” from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which “organizers” may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.
- The “organizers” reserve the right in their sole discretion to cancel, terminate, modify or suspend the process of this program.
- No monetary or other compensation will be provided to the “entrants” or “participants.”. It is completely voluntary to participate.
- “Organizers” reserve the right to cancel or modify this “contest,” or to assign illustrators for the publication besides “entrants” and “participants” to the “contest,” in the event an insufficient number of entries are received that meet the minimum judging criteria.
- By entering, each “entrant” warrants and represents the following with respect to their “submission:”
  - (a) “entrant” or “participant” is the sole and exclusive owner of all aspects of the “submission,” apart from “organizers” intellectual property, which includes any copyrights, trademarks, names, logos, designs, artwork, characters and/or other copyrightable elements owned by “organizers,” which may only be used with written permission from the “organizers” The “submission” must be the “entrants” or “entrant’s” child’s(“participant”) original creation and not contain any previously published or third-party material, including but not limited to any third party’s image, text, illustrations, trademarks, and/or logos. (b) the Illustration in the “submission” is “entrant’s” or “participant’s” own original creation and has been executed solely by “entrant” or “participant” by hand or with digital tools with permission from the licence holders; (c) in case of under 18 years of age category “entrant” is the parent or legal guardian of the child whose Illustration is being submitted by “entrant” and “entrant” has the right and authority to submit the Illustration created by their child or “participant” in this “contest”; (d) the “submission” will not infringe on any rights of any third party, including but not limited to copyright, trademark, privacy, publicity and/or any other intellectual property right; (d) the “submission” complies with the Guidelines and Restrictions (defined in this document); and (e) the “submission” has not been submitted previously in a promotion of any kind, won any kind of award and/or been exhibited or displayed publicly through any means.
- Without limiting the Guidelines and Restrictions (defined in this document), “organizers” reserve the right to determine, in its sole discretion, that a “submission” requires the release of third parties based on the content of the “submission.” In such event, “entrant” shall be required to submit such release(s) signed by the third party(ies) upon request and each such release shall give “entrant” and “organizers” the right to use such third party’s image and/or material, as applicable, for purposes of this “contest” in accordance with these Official Rules, including the grant of rights set forth herein. “Organizers” reserve the right to request any such third

party releases at any time. Failure to produce any such releases requested by “organizers” may result in disqualification of the “submission,” in “organizers” sole and absolute discretion.

- All “entrants” must have a valid email address. No automated entry devices and/or programs permitted. All “submissions” become the sole and exclusive property of the “organizers” and receipt of “submissions” will not be acknowledged or returned. “Organizers” are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled “submissions,” which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed “submissions” are eligible. Proof of “submission” will not be deemed to be proof of receipt by “organizers.”
- The “submission” must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The “submission” must not disparage “organizers,” storytellers, and/or any other person or party involved.
- The “submission” must not contain material that is inappropriate, indecent, obscene, hateful, defamatory or otherwise objectionable, as determined in “organizers” sole discretion; and
- The “submission” must not contain material that violates the laws or regulations of Canada or of any jurisdiction where the “submission” is created.
- License: By entering a “submission,” “entrant” grants “organizers” including their respective designees, a royalty-free, sub-licensable, irrevocable, perpetual, non-exclusive license to use, share, distribute, tweet, retweet, post, repost, reproduce, publish, and display the “submission,” in whole or in part, on a worldwide basis, and to incorporate the “submission” into other works, in any form, media or technology now known or later developed, including, but not limited to, on any and all Internet media, including web sites and social media sites of organizers and their respective designees, for any legal purpose related to the “contest,” including advertising, promotion and marketing in connection with the “contest.” “Entrant” further understands and agree that, if “organizers” distribute their Illustration in accordance with this document, or if any other party “likes” (including similar action on any social media platform) their “submission” that was posted online, it does not affect “entrant’s” chances of being selected for being included in the accompanying publications or mean that “entrant’s” “submission” is entitled to any prize. Without limiting the foregoing, “entrants” acknowledge and agree that the “submission” may be posted in an online gallery of Illustrations and that “organizers” or any other party’s liking, sharing, reposting, retweeting or similar action of a “submission” does not affect “entrant’s” chances of selection.
- Independently Developed Material: By entering, “entrants” recognize that other persons may have submitted “submissions,” or otherwise submitted material to “organizers,” or made public, or may hereafter originate and submit or make public, similar or identical material to their “submission,” and “organizers” shall have the right to use, and “entrants” understand that they will not be entitled to any compensation because of “organizers” use of, such other similar or identical material.
- All selected “submission” will be featured in the eBook and hard copy versions of “Canada Celebrates Folklore” planned to be published by Canadian Centre for Mindful Habitats. No monetary remuneration or prize will be provided to any “entrants” or “participants.”
- As a condition of being selected to be included in the publication, selected “submissions” must agree that “organizers” will own “entrant’s” or “participant’s” “submission” and all rights in the “submission” and selected “entrants” and must agree to sign any agreements requested by “organizers” including any rights transfer and assignment agreement requested by “organizers” (collectively “Publisher Agreements”), in order to transfer and assign any and all rights in their “submission” to “organizers.” For sake of clarity, the selected “submissions” will be owned by the “organizers” who will have the right to use, edit, adapt, modify, reformat, rearrange, combine with other materials, post, copy, distribute and exploit such “submissions” and all elements embodied therein, in any and all media now known or hereafter devised worldwide, in perpetuity, for advertising, promotional, marketing, trade and other purposes, without further compensation, notification or permission. Notwithstanding the foregoing, “organizers” shall not be liable or responsible in the event any selected “submission” is not used for any reason.

- By taking part in the “contest”, each selected “entrant” grants to “organizer” the right to use their and their child’s name, likeness, biographical information, and entry, as well as any statements made by each selected “entrant” and their child regarding the “contest,” and/or “organizer” for purposes of advertising and promotion without further notice or compensation, except where prohibited by law. One or more selected “entrants” may also be required to attend and participate in media and/or public relations events (the “Media Events”) designated by “organizers” and/or requested by various media outlets. Upon “organizers” request, and subject to selected “entrants” availability, each “entrant” and “participant” agrees to participate in such Media Events without any further compensation. “Organizers” shall have the right, in its sole discretion, to choose the “entrants” it wishes to participate in such Media Events. By participating, all “entrants,” whether or not chosen to participate in such Media Events, agree to release “organizers,” and its affiliates, subsidiaries, distributors and agencies, and hold each of them harmless, from any claims relating to their selection, non-selection, participation or nonparticipation in any Media Events.
- By participating, “entrants” agree to release and hold harmless “organizers” and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, and their respective advertising and promotion agencies (collectively, “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the “contest,” or possession, acceptance and/or use or misuse of participation in any “contest”-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action. “Entrants” who do not comply with these Official Rules, or attempt to interfere with this “contest” in any way shall be disqualified. “Organizers” are not responsible if “contest” cannot take place in the stated “contest period” or at all or if publication cannot happen due to any reasons including but not limited to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, epidemics, acts of terrorism or any other reason beyond the reasonable control of “organizers.” Without limiting the foregoing, in no event will the released entities be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and/or use of the site and/or as a result of downloading from and/or printing material downloaded from any websites associated with the “contest.” some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you. check your local laws for any restrictions or limitations regarding these limitations or exclusions.
- Additional Terms. Any attempted form of “submission” other than as set forth in this document is prohibited; no automatic, programmed, robotic or similar means of “submission” are permitted. The “released entities” are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to enter the “contest,” including any injury or damage to “entrant’s,” “participant’s” or any other person’s computer relating to or resulting from participating in this “contest” or downloading any materials in this “contest.” “Organizers” reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this “contest” should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the “contest.” In such case, “organizers” will select the winners from all eligible “submission” received prior to and/or after (if appropriate) the action taken by “organizers.”

“Organizers” reserve the right, at their sole discretion, to disqualify any individual it determines, in its sole discretion, to be tampering with the entry process or the operation of the “contest” or web site, or attempting to undermine the legitimate operation of the “contest” by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other “entrants” or “organizers” representatives. In the event of a dispute as to any “submission,” the authorized account holder of the email address used to enter will be deemed to be the “entrant” and must comply with these Official Rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other 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. The “organizers” will be collecting personal data about “entrants” online. By participating in the “contest,” “entrants” hereby agree to the collection and usage of their personal information.

- Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the “contest.” Any controversy or claim arising out of or relating to these Official Rules and/or the “contest” shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Canadian Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the city of Ottawa, Province of Ontario, Canada. These official rules and the interpretation of its terms shall be governed by and construed in accordance with the laws of the province of Ontario without regard to its conflicts of laws rules. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the “contest,” the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the city of Ottawa in the State of Ontario, Canada. The parties hereby waive any defense of lack of personal jurisdiction or inconvenient forum. The [Canada Celebrates Folklore] Illustration Competition (the “contest”) is governed exclusively by the laws of Ontario, Canada.