Team BC Theme Song Competition
Instructions

STEP 1: Please Read all Three Components Listed Below

A. Submission Rules *(Pages 2 to 6)*
B. Entry Form *(Pages 7 to 8)*
C. Intellectual Property Rights and Confidentiality Agreement *(Pages 9 to 12)*

All 3 documents are contained in this Submission Package. All forms must be signed and submitted with the submission package.

STEP 2: Develop your Song

A. Make sure your song submission complies with the requirements found in the Competition Rules document.

STEP 3: Submit your Song with Entry Form and Supporting Documents

Deliver:

A. The Completed Submission Form for the Entrant and each Composer;
B. The Intellectual Property Rights and Confidentiality Agreement for each Song.

To:

Team BC Song Competition
Attention: Justine Johnson

Via one of the following:

Electronically: jjohnson@isparc.ca (please clearly indicate "Team BC Song Competition" in the subject line) and provide a link to download the song or Youtube link.

OR

By mail or in person to:
Team BC Song Competition
C/O BCAAFC
551 Chatham Street
Victoria, BC V8T 1E1

DEADLINE: 4:00pm (PST) on Friday, May 18, 2017

Competition Rules

The Indigenous Sport, Physical Activity & Recreation Council (I·SPARC) is inviting Indigenous Peoples in British Columbia to submit song entries for consideration to be selected as the Team BC Theme Song (the "Song") that will represent Team BC at the 2017 NAIG Opening Ceremonies and through the NAIG Games. This is a chance for musicians to compose a drum song in honour of Team BC's athletes and coaches participating at the 2017 North American Indigenous Games (NAIG). The Games will be held in Toronto, Ontario July 16-23, 2017.

About the North American Indigenous Games
The North American Indigenous Games is an international multi-sport event, involving North American Indigenous athletes from Canada and the USA, staged intermittently since 1990. The Games are governed by the North American Indigenous Games Council, a council of representatives from 13 provinces and territories in Canada and 13 regions in the United States.

The North American Indigenous Games (NAIG) promotes and encourages the cultural, spiritual and traditional values of the peoples it is representing. In their activities they promote and encourage holistic individual development that assures mental, physical, emotional and spiritual growth. The NAIG is now exclusively an event for youth athletes aged approximately 13 to 19 years.

The first Indigenous Games were held in 1990 in Edmonton, Alberta, followed by Games in Prince Albert, Saskatchewan in 1993; Blaine, Minnesota in 1995; Victoria, British Columbia in 1997; Winnipeg, Manitoba in 2002; and Denver, Colorado in 2006; and Cowichan (Duncan) in 2008. The most recent NAIG was held in Regina, Saskatchewan from July 20-27, 2014 where Team BC made history as the first team to be awarded both ~~the~~ Overall Team Award (for most medals) and the John Fletcher Spirit Award for being voted team with most integrity and sportsmanship. The next NAIG will be held in Toronto, Ontario from July 16-23, 2017.

For more information on NAIG, please visit www.naigcouncil.com. For more information regarding the Toronto 2017 NAIG please visit www.naig2017.to.

About Team BC
Team BC will consist of over 500 athletes and coaches competing in 13 NAIG sports: 3D archery, athletics (track & field, cross-country), badminton, basketball, canoe/kayak, golf, lacrosse, rifle shooting, soccer, softball, swimming, volleyball, and wrestling.

Team BC for NAIG is inclusive to athletes and coaches of Indigenous ancestry (First Nations, Inuit, Métis) in BC. Team BC members represent not only the province of BC, but they will also be ambassadors of their communities/nations and their families. With the participation of approximately 5,000 athletes, coaches, cultural performers and volunteers at the 2017 NAIG; Toronto 2017 will be a unique, once-in-a-lifetime experience for Indigenous athletes and coaches. They will enjoy an international, celebration of sport excellence, cultural unity and pride.

Rules of the Team BC Theme Song Competition
The call for Team BC theme song submissions (the "Competition") is governed by the following rules. Participation in the Competition by the Entrant and the Composers constitutes acceptance and agreement to these Rules.

I. ELIGIBILITY
The competition is open to any Indigenous person living in British Columbia*
No payment or fee is required to submit an entry for the Competition.

*The following persons are not eligible to be Entrants or to participate in the Song process for a submitted Song: (a) board members, directors, employees of I·SPARC (b) any members of the Selection Panel and, c) immediate family members (mother, father, brother, sister, son or daughter) of a) and b).

II. PROJECT OBJECTIVES

The objective of the Competition is to select a theme song that reflects Team BC and its participation in the 2017 North American Indigenous Games and its commitment to celebrating sport excellence, cultural unity and pride.

The vision for the Team BC Theme Song:

1. A Celebration! The original drum song should be created based on up-tempo sounds to celebrate and energize athletes by building team spirit and morale pre and post competition;
2. Team BC for NAIG is inclusive to athletes and coaches of Indigenous ancestry (First Nations, Inuit, Métis). The Song will capture and reflect the unique and inclusive spirit of Aboriginal Team BC;
3. Incorporate traditional drum sounds and any other instruments the composer(s) feel they wish to incorporate (i.e. flute, clappers, etc.);
4. The song and meaning represent the diversity BC offers with its Indigenous population;
5. The song should be easy to learn with simple traditional language and English incorporated in the verse/chorus.

IV. SUBMISSION PROCEDURES

Two forms must be completed and attached to each application submitted: The Entry Form (with supporting documents) and the Intellectual Property Rights and Confidentiality Agreement. Both forms can be found within this package. Please direct queries to jjohnson@isparc.ca.

1. **COMPOSITION DOCUMENTS:** The Song must be accompanied by Composition Documents that includes the following:
    a. A name or working title for the Song;
    b. The rationale for the creative approach and/or the theme of the Song, and a brief description of how it achieves the applicable Song objectives set forth in these Rules;
    c. Details regarding the Entrant and all persons involved in the Song process; and
    d. Certifications that the Entrant and all persons involved in the Song process have strictly complied with the Rules.

2. **INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY AGREEMENT**: The Song must be accompanied by an Intellectual Property Rights and Confidentiality Agreement duly signed by the Entrant and all persons involved in the Song process.

3. **DEADLINE**: All documents must be received by no later than 4:00pm (PST) on May 21, 2017 via one of the submission options designated in the Entry Form.

4. **EVIDENCE OF ELIGIBILITY AND COMPLIANCE WITH RULES:** Entrants are required to provide any documentation reasonably requested by I·SPARC to support the eligibility of the Entrant and to demonstrate compliance with these Rules by the Entrant and all persons involved in the Song process. Documentation required:
    a. Proof of Indigenous ancestry (i.e., Status Card, Treaty Card, Metis Provincial Citizenship card, letter from BC Aboriginal Community leadership, etc). Please supply a photocopy of both sides of the card;

I·SPARC reserves the right to seek additional documentation from an Entrant if it deems it necessary to do so.

VI. CONFIDENTIALITY

Entrants and other individuals involved in the Song process are required to keep strictly confidential the submitted song, as well as all information, throughout the creative development process and, subject to I·SPARC's written permission to the successful Entrant to the contrary, in perpetuity, after the winning song has been chosen by the I·SPARC. I·SPARC may, in its discretion, disclose information regarding the creative process of the Song composition. The Intellectual Property Rights and Confidentiality Agreement require Entrants and all persons involved in the design process certify their compliance with this requirement.

VII. ORIGIN OF THE SONG

Entrants and all other individuals involved in creating the Song must provide written details regarding the development of the Song, and certify that the Song is original and not copied or derived from any other materials and that its use will not infringe upon the rights of any other person.

The Entrant and all other individuals involved in creating the Song will be required to sign and deliver an Irrevocable Release and Agreement to Indemnify, defend and hold harmless the I·SPARC and its affiliates and representatives from and against any and all claims and liabilities arising from, connected with or relating to the use and exploitation of the selected Song by I·SPARC.

VIII. SELECTION OF SONG

I·SPARC will make the final decision regarding the successful Song submission.
I·SPARC will establish the Selection Committee to review the applications and to make recommendations to I·SPARC regarding its decision. The Selection Committee will select those applications it considers to be appropriate for consideration.

The Selection Committee will have full and unfettered discretion in its evaluation and recommendations regarding submitted composers. I·SPARC's decisions regarding any and all aspects of the Competition are final and binding on all Entrants.
If the Entrant is found not to be in full compliance with these Rules, then at I·SPARC's sole discretion, the prize may be forfeited without any liability by I·SPARC to the selected Entrant or to any other person, and I·SPARC may select another submission in accordance with these Rules.

IX. SCHEDULE OF PROJECT

- April 18, 2017 – Team BC NAIG Song Competition announcement made
- May 18, 2017 at 4:00pm PST – Deadline for applications
- June 10, 2017 – the Selection Committee will make its recommendations and I·SPARC will select the successful Song submission.
- Approximately late June to early July, 2017 – Unveil the final Song
- These dates are tentative, and subject to revision by I·SPARC without notice.

X. NOTIFICATION

I·SPARC will confidentially notify the successful Entrant of the Competition, but will not notify any other Entrants of the final results of the Competition until I·SPARC has confirmed that the selected Entrant is in full compliance with these Rules.

XI. UTILIZATION AND EXPOSURE OF THE SONG

The Song will be used by I·SPARC as the Team BC Theme Song and primary sound of the Team BC program for the North American Indigenous Games. Through its marketing programs, I·SPARC will be

entitled in its discretion to use and exploit or authorize any third party to use and exploit the Song in any and all ways using any and all media and technologies, including without limitation:

- Organized promotions, promotional and informational materials produced by, and merchandise of Team BC and I·SPARC and authorized third parties, venues, cultural and educational programs, volunteer activities, and any other activities relating to I·SPARC and/or Team BC program;
- Productions, print, television broadcast or interactive communication to global media; and
- Utilization through television broadcasts, promotions held by the owners of television broadcast rights, marketing activities promoted I·SPARC and any of its commercial partners, and programs licensed by I·SPARC.

XII. PRIZE

There is one (1) prize available to be won only by the winning Entrant whose song is chosen as the winning Team BC Theme Song. The prize is three thousand five hundred dollars ($3,500.00 CDN).

XIII. POSSIBILITY OF NO WINNING ENTRY

While I·SPARC aims to find a winning Song design through the call for submissions in this Competition, I·SPARC reserves the right to not select a winning Song from those submitted. If, in the judgment of I·SPARC, no submitted design satisfies the criteria or is sufficiently compelling as an identity for Team BC, I·SPARC may in its discretion terminate the Competition without selecting a winning Song. In those circumstances, the Entrants will be notified of the result of the Competition, and I·SPARC reserves the right to then engage professional Composers (whether or not such persons are Entrants) to design the Song.

XIV. DISCLAIMERS

I·SPARC shall have no responsibility or liability to the Entrants for any reason whatsoever relating song submissions, including for any erroneous, damaged, destroyed, lost, late, incomplete, illegible, incorrectly addressed or misdirected entry submissions or for any damage or loss (whether in contract, tort or under any other theory of law or equity) arising from, connected with, or relating to song submissions, participation in the Team BC Song Competition, or the prize award, regardless of the cause or of any fault by I·SPARC or any person for whom I·SPARC is responsible, and notwithstanding that any of those persons may have been advised by the Entrants of the possibility of such loss or damage being incurred.

XV. GOVERNING LAW AND DISPUTES

These Rules and the Entry Form and the Intellectual Property Rights and Confidentiality Agreement will be enforced and interpreted exclusively in the English language. The Competition is subject to all applicable laws and regulations, and is void where prohibited by law. If any provision of these Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.

The Competition, these Rules, and all related matters are governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with or relating to the Team BC Theme Song Competition, participation in the submission process, the prize award or any related matters (collectively, “Disputes”) will be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and all Entrants and persons involved in the Song composition hereby irrevocably submits to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada

within six (6) months after the Dispute arose, after which time any and all claims regarding the Dispute shall be time barred and without any legal or equitable force and effect.

Entry Form for the Team BC NAIG Theme Song Competition

This is an Entry Form for the Team BC NAIG Theme Song Competition (the "Competition"). The competition is governed by the Team BC NAIG Competition Rules (the "Rules").

Directions: A separate Entry Form is required for each song submission. Please type or clearly print all required information. The Entry Form must be signed by the Entrant and all Composers associated with the Entrant and submitted with the required supporting documents in accordance with the Rules. Keep copies of the Entry Form for your records.

Address for Submissions: The submitted application form and related documents must be delivered to "The Team BC NAIG Theme Song Competition", Attention: Justine Johnson **via one of the following:**

> *Electronically:* jjohnson@isparc.ca (please clearly indicate "Team BC NAIG Theme Song Competition" in the subject line), **OR**
>
> *By mail or in person to:*
> Team BC Theme Song Competition
> C/O BCAAFC
> 551 Chatham Street, Victoria, BC V8T 1E1

Submission Deadline: May 18, 2017 at 4:00 pm (PST).

(this section can be changed to be included once they are selected and the Song has been composed)

Information About the Song (the "**Song**")	
Song Title	
Creative Rationale and/or Theme of the Song ** If more space is required, please attach an additional page(s) with the clearly marked title "Creative Rationale and/or Theme of the Song".*	

Information About the Entrant (the "**Entrant**")			
Name			
Address *(Street, City, Province and Postal Code)*			
Telephone		Email	
Contact Person			

Information About the Composers (the "**Composers**")*				
Please note: the entrant and the composer may be the same individual. Directions: List ALL individuals (including the Entrant, if an individual) who will contribute to the creation of the Song. If there are more than 2 Composers, please list the additional Composers on an attached sheet signed by the Entrant and ALL Composers.				
1.	Name		Occupation and Employer Name	
	Address *(Street, City, Province and Postal Code)*			
	Telephone		Email	
2.	Name		Occupation and Employer Name	
	Address *(Street, City, Province and Postal Code)*			
	Telephone		Email	

AGREEMENT AND CERTIFICATION

IN CONSIDERATION OF the I·SPARC permitting the Entrant to submit the application for consideration in the Competition, the Entrant and the Composers each **HEREBY UNCONDITIONALLY AND IRREVOCABLY COVENANT AND AGREE WITH THE I·SPARC AS FOLLOWS:**

1. The Entrant and all Composers unconditionally and irrevocably accept and agree to the Rules.
2. The Entrant and all Composers each represent and warrant as follows: (a) all information set forth in this Entry Form is true, accurate and complete; (b) the Composers represent all of the individuals who will contribute to the creation of the Song; (c) the Entrant and all Composers are eligible to participate in the Competition and have strictly complied with the Rules; and (d) the Entrant and all Composers have signed the required Intellectual Property Rights and Confidentiality Agreement (which is attached to this Entry Form).
3. The Entrant and all Composers each consent to I·SPARC's collection of their personal information through this Entry Form and from third parties, and to the use and disclosure of their personal information by I·SPARC and its agents to verify their eligibility to participate in the Competition and their compliance with the Rules.

_____

By or for **Entrant** Date

_____

By **Composer No. 1** Date

_____

By **Composer No. 2** Date

Note: If there are more than 2 Composers, please attach a separate page to this Agreement listing the additional Composers and bearing the sealed signature of the Entrant and ALL Composers.

Intellectual Property Rights and Confidentiality Agreement for the Team BC NAIG Theme Song Competition

THIS AGREEMENT IS ENTERED INTO AS OF THE EFFECTIVE DATE INDICATED BELOW, BY AND BETWEEN The Indigenous Sport, Physical Activity & Recreation Council (I·SPARC), THE ENTRANT DEFINED BELOW (THE "ENTRANT") AND THE COMPOSER(S) DEFINED BELOW (THE "COMPOSERS").

IN CONSIDERATION OF the Indigenous Sport, Physical Activity & Recreation Council (I·SPARC) permitting the Entrant to submit the application for the intended Team BC Theme Song identified below (the "**Song**"), created by the individual composer(s) identified below (each a "**Composer**"), as an entry in the Team BC NAIG Theme Song Competition (the "**Competition**") in accordance with the Rules issued **April 21, 2017** (the "**Rules**"), which includes a prize award of $3,500 if submission is successfully selected.

HEREBY UNCONDITIONALLY AND IRREVOCABLY COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

1. **Ownership and Use of the Song:** The Composer(s) selected to create the Song and all other Composers submitted into the Competition and all proprietary interests and intellectual property and copyright therein: (a) shall become and remain in perpetuity the sole and exclusive property of I·SPARC and its successors and assigns; (b) shall not be returned to the Entrant or to the Composers.
2. **Entrant and Composer Rights:** After selection of the Composer(s), the Entrant and Composers of the Song, shall have no further right, title or interest in the Song, and will not use or exploit, or authorize any other person other than I·SPARC to use or exploit, the Song or any portion of it in any manner or for any purpose whatsoever. Nothing herein shall obligate I·SPARC to use the Song for any purpose whatsoever once it is completed.
3. **Assignment and Waiver:** The Entrant and each Composer of the Song and the Entrant hereby irrevocably and unconditionally: (a) assign and transfer to I·SPARC all right, title and interest (including, without limitation, copyright, ownership and all other intangible, intellectual, industrial and proprietary rights) throughout the world in, to and associated with the Song, free and clear of any and all liens, encumbrances, charges and interests whatsoever of the Entrant and each Composer or of any third party; and (b) waives in favour of I·SPARC and its successors, assigns and licensees any and all non-transferrable rights (including without limitation any and all moral rights and rights of authorship) they have throughout the world in, to or associated with the Song. If and to the extent that the foregoing assignment, transfer and waiver are not effective for any reason, the Entrant and each Composer: (a) will hold all right, title and interest in, to and associated with the Song, that are not hereby assigned, in trust for the sole benefit of I·SPARC; and (b) hereby grant to I·SPARC an exclusive, irrevocable, perpetual, indefinite, world-wide, fully transferable, fully sub-licensable, royalty-free, fully paid-up license to use and exploit (including modify and alter) the Song for any and all purposes whatsoever in I·SPARC's full discretion.
4. **Representations and Warranties:** The Entrant and each Composer, jointly and severally, represent, warrant and covenant to I·SPARC as follows:
    a) **Authority and Capacity:** The Entrant and the Composers each have all requisite power, right, capacity and authority to enter into, execute, deliver and perform their obligations under this Agreement;
    b) **Accurate Information:** all information set forth in this Agreement and in the Entry Form applicable to the Song is true, accurate and complete;
    c) **Originality:** the Song: (i) is an original work composed solely by the Composer(s), without any advice, assistance or contribution from any person other than the Entrant and associated Composer(s) listed within the entry form; (ii) does not incorporate, and is not based upon or derived from, any other song, work, information or material (except as expressly permitted by

the Rules); and (iii) to the knowledge and belief of the Entrant and the Composer(s) is not confusingly similar to, or likely to be mistaken for, any other songs currently or previously used by any other person;

d) **No Employment or Tools:** The Song was not created or contributed to by the Composer(s) during the course of their employment with any person other than the Entrant, or using any information, materials or tools provided by any person other than the Entrant and the Composer(s);

e) **No Third Party Interests:** no person other than the Entrant and the Composer(s) has any right, title or interest (including without limitation copyright or any other intangible, intellectual, industrial and proprietary rights) in, to or associated with the Design; and

f) **Non-Infringement:** the use and exploitation of the Song by I·SPARC and its successors, assigns and licensees, for any and all commercial or non-commercial purposes whatsoever and by means of any and all forms of media and technologies now known or hereafter developed, will not infringe the rights (including copyright and other intangible, intellectual, industrial and proprietary rights) of any other person.

5. **Compensation Acknowledgement:** The Entrant and the Composers each acknowledge and agree that they will receive the prize award referenced in this Agreement and in the Rules, the Entrant and the Composers each acknowledge and agree that they are not entitled to receive any remuneration, royalties, fees, expenses or other compensation whatsoever arising from, connected with, or relating to their participation in the Competition, their creation and composition of the Song, or the performance of their obligations under this Agreement, the Entry Form and the Rules.
6. **Confidentiality:** The Entrant and the Composer(s) of the Song and all other Entrants and Composers acknowledge their obligation to maintain the strict confidentiality of the Song and all information with the regards to the Song, both during the creation of the Song and indefinitely thereafter. The Entrant and the Composer(s) of the Song, and all other Entrants and Composers, jointly and severally, represent, warrant and covenant to I·SPARC that, other than as expressly permitted by I·SPARC in writing, they have not disclosed, and will not in the future disclose the Song or any information regarding the Song or any communications with I·SPARC regarding the Song or the Competition to any person other than I·SPARC, and will maintain the strict confidentiality of the Song and all such information and communications, using the same degree of care as they afford to their own confidential information of a similar nature which they desire not to be published or disseminated, and in no event less than reasonable care, to prevent unauthorized use or disclosure. Nothing in this provision will prevent the Entrant and the Composer(s) from making such disclosures of information as may be required by law, provided that they give prior reasonable notice of such potential disclosures of information to I·SPARC and reasonably assist I·SPARC to lawfully prevent or restrict such disclosures of information. Nothing in this provision will prevent I·SPARC from exercising its discretion to disclose information regarding the Song after it has been created and the final version submitted and accepted by I·SPARC.
7. **Release and Indemnity:** The Entrant and the Composer(s), jointly and severally, hereby irrevocably and absolutely: (a) release, remise and forever discharge I·SPARC and its Representatives (as defined below) from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities and obligations of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exist that are in any way connected with, or which arise directly or indirectly from or relate to, the Competition and the Song; and (b) agree to indemnify, defend and hold harmless each of I·SPARC and its Representatives from and against any and all losses, damages, claims, demands, actions, proceedings, liabilities, expenses and costs (including without limitation, reasonable legal fees and expenses) of any nature and kind whatsoever, that are in any way connected with, or which arise directly or indirectly from or relate to, the Entrant's or the Composers' participation in the Song or any negligence, misconduct or breach of this Agreement by any of the Entrant or the Composers. "**Representatives**" means directors, officers, employees, agents, personal representatives, successors, assigns and licensees.

8. **Further Documents and Assistance:** Upon request by I·SPARC in its discretion, each of the Entrant and the Composer(s) will, at their sole cost, provide such information and documents, do such additional things, and sign such further documents as are reasonably required to confirm their compliance with the Rules and to perfect and protect I·SPARC's ownership of and rights to use and exploit the Song that is composed. Without limiting the generality of the foregoing, the Entrant and the Composer(s) will each execute and deliver to I·SPARC: (a) a certificate accepting the prize awarded to the Entrant; (b) a consent to the announcement of their names and the use of their personal information by I·SPARC in connection with the use and promotion of the Song; (c) a declaration confirming compliance with the Rules; and (d) a confirmatory intellectual property rights assignment and waiver, release and indemnity agreement. If any of the Composers are unable for any reason whatsoever to comply with their obligations set forth above, each Composer hereby irrevocably designates and appoints the Entrant (or the Entrant's successors and permitted assigns) and the Entrant's duly authorized officers and representatives as the Composer's agents and attorneys-in-fact to act for and on the Composer's behalf and instead of the Composer to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Composer.
9. **Notice and Responsibility:** The Entrant and the Composers acknowledge the fundamental importance to I·SPARC of the representations and warranties set forth in Section 4, and will immediately give notice to I·SPARC if they know or have any reason to believe or suspect that any of those representations or warranties are or may be untrue. In that event, upon request by I·SPARC, the Entrant will withdraw their application and Song (regardless of the status of the Song) from the Competition. The Entrant is fully responsible and liable for any and all negligence, misconduct or breach of this Agreement by the Entrant and by any of the Composers.
10. **Governing Law and Disputes:** This Agreement is governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with or relating to this Agreement or any related matters (collectively, "**Disputes**") will be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and the Entrant and the Composers each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada within six (6) months after the Dispute arose, after which time any and all claims regarding the Disputes shall be time-barred and without any legal or equitable force and effect.
11. **General:** This Agreement together with the Entry Form signed by the Entrant and the Composers and the Rules are incorporated into this Agreement by reference, and constitute the entire agreement between the parties regarding the subject matter of this Agreement, and may be modified only by a written instrument signed by the parties or their successors or permitted assigns. This Agreement, the Entry Form and the Rules are to be enforced and interpreted in the English language only. This Agreement is binding upon I·SPARC, the Entrant and the Composers and their respective heirs, executors, successors, permitted assigns, and personal representatives. I·SPARC may in its discretion assign this Agreement to any successor company taking over I·SPARC's business. The Entrant and the Composers may not assign this Agreement without I·SPARC's written consent, which may be withheld by I·SPARC in its discretion. Nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, sponsorship, or other similar relationship between the parties. In this Agreement, references to I·SPARC's assigns and licensees include the I·SPARC Composer Selection Panel.

In WITNESS WHEREOF, (I·SPARC), the Entrant and each Composer have SIGNED, AND DELIVERED this Agreement as of the Effective Date indicated below.

The Song (Insert the Song Name as per Entry Form)	
Effective Date (Insert the date on which the Entry Form was completed)	

Entrant Name	
Authorized Signature	Authorized Signature
Authorized Signer Name & Title (printed)	

Composer(s)

Signature	**Signature**
Name (printed)	**Name (printed)**

Note: If there are more than 2 Composers, please attach a separate page to this Agreement listing the additional Composers and bearing the signature of the Entrant and ALL Composers using the same format set forth above.

Indigenous Sport, Physical Activity & Recreation Council (I·SPARC)

_____
Authorized Signatory
Name:
Title: