

digital waves

Terms & Conditions of Participation

The following terms were adapted from STEMforGIRLS as a partner organization.

For the purposes of these terms and conditions of participation “Digital Waves NL” encompasses all affiliates, partners, volunteers, officers, employees, assigns and successors of Digital Waves NL, the Women in Resource Development Corporation, the WRDC – Educational Resource Centre, and Women in Science and Engineering Atlantic Region. Please carefully read the following as this forms a contract between you and Digital Waves NL.

Help us create Newfoundland & Labrador's first comprehensive 2SLGBTQIA+ directory of businesses, organizations, and professionals who support the queer and trans community.

Further details on how to compete, judging criteria, and prizes will be made available during the competition period.

1. Eligibility

To be eligible to participate in Digital Waves NL 2023, you must meet the following requirements:

- a. You must reside in the province of Newfoundland and Labrador.
- b. You must be between the ages of 11-18 during the entire course of the program (November 22 - December 1, 2023).
- c. Your gender identification must be female or gender diverse (e.g. non-binary, two-spirit, gender fluid, agender, or third gender), or self-identify within the 2SLGBTQIA+ spectrum.
- d. You must communicate in English throughout Digital Waves NL virtual events.
- e. Your legal guardian must agree to these terms and conditions on your behalf.
- f. Family members and/or persons who share residences with Digital Waves NL organizers are eligible to participate providing they meet all other eligibility requirements.
- g. Multiple students per household are welcome to join simultaneously.

2. Registration

- a. Registration must be completed through the Digital Waves website at digitalwavesnl.ca/program-2023

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3. For the duration of the competition (November 22 - December 1, 2023) the applicant must:

- a. Continue to meet the eligibility requirements.
- b. Follow behaviour etiquette including
 - i. **Be respectful** both online and in-person.
 - ii. **Do not use strong or profane language. You should also be aware of humour and sarcasm** particularly when interacting online; miscommunication and misinterpretations should be minimized with clear language. This includes avoiding “textspeak” in favour of clarity.
 - iii. **Don’t post or share (even privately) inappropriate material.** Nothing is truly private online.
 - iv. **Be forgiving.** Miscommunications will still occur for a number of reasons and we must all forgive each other when they occur and try to do better in the future. If you feel another person has done or said something inappropriate, you may choose to ask them if they could explain what they meant and/or report the instance to an adult, such as the ERC Coordinator or a parent.
 - v. Members are always expected to behave responsibly for their own safety and the safety of others. All content uploaded by members is monitored prior to its release; inappropriate content will not be tolerated and may result in a discontinuation of membership.

4. Rights of Digital Waves NL to member-provided content, image and likeness

- a. Ownership of content: you will retain all rights, title, and interest in and to the content you provide through the Digital Waves NL competition, subject to the grant of licence and other terms provided for herein.
- b. Grant of Licence: By providing content, you agree to grant Digital Waves NL a non-exclusive perpetual, irrevocable, freely transferable and sub-licensable, fully paid-up and royalty free right and licence to use your provided content, including all copyright and other intellectual property rights therein and all renewals, and all extensions thereof, in all formats and media, whether now known or existing or hereafter discovered or developed, throughout the universe, for all or any purposes whatsoever. For purposes of clarity and without limiting the foregoing, you agree that the foregoing grant includes the rights to (i) modify, edit, combine with other materials, translate, include in collective works and create derivative works (“Adapt”, “Adaptation”, “Adapted”); (ii) to perform or display, whether publicly or otherwise; and (iii) to reproduce and transmit your provided content, in whole or in part, and as provided by

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you unmodified or as Adapted. You hereby waive all moral rights to your provided content.

- c. Ownership of Adaptations: Digital Waves NL owns and retains all rights, title, and interest in and to all Adaptations of your provided content made by Digital Waves NL, or made by any third party for the benefit of, Digital Waves NL, subject only to your rights in your underlying provided content.
- d. Use of Your Name, Image and Information: You hereby grant to Digital Waves NL the right to use your name, image or likeness, and information provided in connection with any and all provided content.
- e. Digital Waves NL can use pictures or videos taken as part of this program for educational and promotional activities related to Digital Waves NL. This may include pictures or video clips for news releases, internal and external publications, print and electronic publications and/or interviews.

5. Online Platforms

- a. Digital Waves NL seeks to spark discussions across online platforms and websites including but not limited to Zoom, Instagram, Twitter, Facebook, and LinkedIn. It is your responsibility to read and understand the terms of use of any online platform.
- b. **The Internet is not Secure and You Accept This Risk:** You acknowledge and accept the risk inherent in the fact that the Internet is not a secure medium. Any material posted on the Internet is accessible to anyone with Internet access, and while we have made every effort to secure our web presence, we make no warranty or guarantee, whether express or implied, of privacy or controlled access to our web site or affiliate platforms.

6. General terms and conditions

- a. Submission of registration constitutes agreement to hold Digital Waves NL and associates harmless from and against any and all physical injury, damages, liabilities, losses, and expenses arising out of the competition including use of items provided by mail. Participants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this program. Digital Waves NL reserves the right to suspend and/or cancel the program should causes beyond our control interfere with the administration, security, or proper conduct of the competition.
- b. Digital Waves NL and associates respect your privacy and value our relationship with you. Your personal information will be protected and will never be sold. The information you have provided will be used only for administration and/or audit and in accordance with these terms and conditions. By submitting registration you consent to our using,

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collecting and storing the personal information that you provided in accordance with our privacy policy and these terms and conditions.

- c. Digital Waves NL would like to hear about your experiences. As a participant, you will be asked to provide feedback about your experiences with Digital Waves NL, in school, and in your career. Your participation in this research is voluntary and your responses will be kept strictly confidential and anonymous. Your feedback is extremely important and will help to ensure we can continue to work with young women throughout Newfoundland and Labrador.
- d. By submitting the membership form you consent to receive electronic communications from us at the provided contact information.

By submitting the online registration form, I am giving permission for the applicant of whom I am legal guardian to participate in the Digital Waves NL Contest 2023. I understand *the applicant* will be involved in the program and all related activities which includes resource websites, mail out materials, and related online platforms. I release Digital Waves NL and its associates from any claim for damages or other harm suffered in connection with, or directly arising out of, *the applicant's* participation in the competition.

I additionally understand my own support and involvement may be required such as to assist the applicant complete activities and/or upload content to engage with Digital Waves NL.

I have discussed behavioural expectations with *the applicant* and it is understood that they must behave responsibly, participate fully in online content to continue to receive access to the resources.