

HCTF 2019 Photo Contest Official Rules and Regulations

CONTEST IS VOID WHERE PROHIBITED BY LAW

By entering the Habitat Conservation Trust Foundation (“HCTF”) 2019 Photo Contest (“Contest”) you agree to abide by these official rules and regulations and any other terms and conditions referenced in these Official Rules and Regulations.

Eligibility Criteria:

The Contest is open to Canadian citizens, permanent residents of Canada or protected persons designated by the Immigration and Refugee Board or Immigration, Refugees and Citizenship Canada (excluding residents of Quebec) who have captured a photo of BC’s wildlife, freshwater fish, habitats and/or people engaged in activities that connect them to nature in British Columbia.

All entrants must be at least 19 years of age or have the permission of their legal guardian.

Employees or affiliates of HCTF and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related, are not eligible to enter the Contest.

HCTF reserves the right to request verification of these eligibility criteria from the entrants at any time.

General Guidelines and Standards for Entries:

Photographs must have been taken in the province of British Columbia;

Photographs can be colour or black and white and should be taken on a high resolution camera. Images should be no larger than 50 megabytes and without watermarks or other markings that identify the photographer;

All entries should be labeled with the Entrant’s name in the file name. For example:
Sue_Smith_Rainbow_trout.jpeg;

Copyright Notice: You retain the copyright of your photo and nothing herein grants ownership of your photo to HCTF. By submitting an entry, you hereby represent and warrant that (a) you have the right to grant the rights granted herein or, alternatively, you have obtained all necessary rights and permissions to use and submit your photograph in connection with the Contest and to provide all the rights specified in these Official Rules; and (b) your photograph and the use thereof as contemplated herein does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including without limitation any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights. By submitting a photograph to the Contest, you hereby grant to HCTF a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your photograph, or any portion thereof (including without limitation any names, likenesses, or personas shown in the photograph), in connection with the Contest and for any other purpose (including without limitation for entertainment, instruction/education,

advertising, marketing, promotional and/or publicity purposes), and to incorporate your photograph into other works in any manner, form, media or technology now known or later developed. HCTF will have no obligation to publish or use or retain any photograph you submit or to return any photograph to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You will not be entitled to compensation for any use by HCTF, or its agents, licensees or assignees, of your photograph.

Entries will be declared invalid if they are late, illegible, irregular, forged, garbled or reproduced;

Entries will be declared invalid if they negatively depict another person, country, ethnicity, race, religion, age, sex, gender, sexual orientation or disability;

HCTF Reserves the right to exclude from its photo gallery page any photo or post that does not comply with these rules and regulations or for any reason that HCTF determines in its sole discretion without notice at any time.

The content of an entered photograph must be acceptable for all viewing audiences. HCTF will automatically disqualify any entrant that submits a photograph that contains any obscene or indecent content that HCTF, in its sole and absolute discretion, finds vulgar, offensive, or inappropriate for public viewing, or that presents HCTF in a negative light; and

Entrants will be deemed to have understood the above rules and agree to be bound by them when entering this competition.

Photo contest prizes, odds of winning, and appropriate retail values:

Limit one (1) prize per person:

1st Prize for Wildlife or Freshwater Fish: \$400.00 CAD Visa Gift Card*

1st Prize for Landscape: \$300.00 CAD Visa Gift Card*

1st Prize for People in Nature: \$300.00 CAD Visa Gift Card*

*Odds of winning will depend on the number of eligible entries received.

No substitution, transfer, or assignment of prizes permitted. All monetary amounts in these Official Rules are indicated in Canadian dollars. The winning Entrant will be solely responsible for bearing any income or other taxes, fees, or other costs relating to any prize.

Additional Contest Details:

Contest Winners will be notified and confirmed as follows:

The winners will be determined in the sole and absolute discretion of HCTF and the winning entrants will be contacted directly via email as provided by the Entrant by no later than 4:30 p.m. PST on November 1st, 2019. Each potential winner may be required to complete, sign, and return a presented declaration of eligibility and liability/publicity release within the time specified by HCTF, or the prize will be forfeited in its entirety. If a notified potential winner is not eligible, forfeits prize, or declines prize, an alternate winner may be selected.

Unclaimed Prizes/Second Chance Drawing: If a Prize is not claimed for any reason, it may be awarded to an alternate winner. All remaining entries after the original prize selection will be considered for selection as an alternate winner. The alternate winners will be notified as soon as possible after their selection. Odds of winning a prize as an alternate winner depend on the number of eligible entries received.

Publicity Release:

Entrants further grant to HCTF the right to use and publish their proper names and likenesses online and in print in any other media in connection with the Contest. Acceptance of a prize constitutes permission for HCTF to use winners' names and likenesses for advertising and promotional purposes without additional compensation unless prohibited by law.

Privacy Notice Statement:

HCTF is committed to protecting personal information collected through contest activities. Please respect the privacy of others, and do not post anything without the other person's consent. If your submitted photo contains an image of an individual, you must obtain this person's consent prior to entering the photo in the Contest. If this person is a minor, you must obtain his or her parent or legal guardian's consent. HCTF may use your personal information for the Contest purposes of determining Contest eligibility, promoting the Contest, awarding prizes and sending them to the winners of the Contest.

Limitations of Liability and Release:

Contest entries are void if not obtained through authorized, legitimate channels. Sole liability for an irregular entry form is limited to replacement. All submitted entry forms become property of HCTF, and will not be returned.

By entering the Contest, each Entrant releases, indemnifies and holds HCTF and its respective officers, directors, agents, and employees harmless from any and all responsibility or liability arising out of or relating to: (i) any personal injury, death, property (including computer) damage, or other loss or claim of any kind arising from or in connection with any violation of these Official Rules, the Contest, or any entered Photograph; (ii) any entry or other materials that have been tampered with, that are misdirected, incomplete, incorrect, non-conforming, corrupt, lost, late, or ineligible; (iii) computer, telephone, cable, satellite, network, hardware, software, or other technical malfunctions or failures; Internet or website inaccessibility or delays; printing or typographical errors in any Contest materials; or any other technical or human errors occurring in connection with the Contest; and (iv) any third party claim which, taking the claimant's allegation to be true, would show the Entrant to be in breach of any of its warranties set out herein; (v) the complete release of Instagram, Facebook, and Twitter and acknowledgement that the promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook and Twitter.

Additional Terms:

By entering, entrant agrees to accept and abide by the Official Rules of this Contest and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or award of prize, shall be resolved by HCTF, whose decision shall be binding and final. This Contest is governed by the laws of the

Province of British Columbia, and all entrants consent to the exclusive jurisdiction and venue of the Courts of the Province of British Columbia for any disputes arising out of this Contest. All federal, provincial, and local laws and regulations apply. By participating, entrant agrees to release and hold harmless the Released Parties from any injury, loss or damage to person, including death or property damage due in whole or in part, directly or indirectly to the acceptance, use, or misuse of a prize, participation in any Contest-related activity, or participation in the Contest. HCTF and the other Released Parties are not responsible for any typographical or other error in the printing of this offer, administration of the Contest or in the announcement of prizes, including such error as may give an erroneous indication that a prize has been won. In the event HCTF is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, provincial, or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within HCTF's control (each a "Force Majeure" event), HCTF shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without notice or further obligation. If HCTF, in its discretion, elects to abbreviate the Contest as a result of a Force Majeure event, HCTF reserves the right, but shall have no obligation, to select the winner(s) from among all valid and eligible entries received up to the time of such Force Majeure event.

Contact:

For additional information, please contact Shannon West by phone at (250) 940 9789 or by email shannon.west@hctf.ca