

Snowfest Winter Wonderland Photography Contest Rules - 2022

1. Agreement: These rules govern the “Winter Wonderland Photography Contest” (the “Contest”). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of the Contest rules and the decisions of the Contest judges, which decision shall be final and binding on all entrants.

2. Sponsors: The Contest sponsor is the Corporation of the Town of Parry Sound (“Sponsor”).

3. Eligibility: The Contest is open to all residents of Ontario, ages 5 and up at the start of the Contest Period. Notwithstanding the above, the Contest is not open to employees, their immediate families (i.e. spouses or biological, step or adoptive parents, children or siblings) or anyone domiciled with any employee of the Sponsor or any of its affiliates, subsidiaries, representatives, agents, including advertising or promotional agencies or fulfilment houses. Limit of one (1) entry per person. Incomplete or illegible entries will be disqualified. For greater certainty, multiple computer program generated email entries will also be disqualified.

4. Contest and Judging Criteria: To enter the Contest, submit a photograph at www.parrysound.ca/snowfest, or post it on Facebook using #snowfestparrysound. The Contest begins on February 13, 2022 at 12:01 AM ET and ends on February 21, 2022 at 11:59 PM ET (such period, the “Contest Period”). The photo submission must be posted or received before the Contest end date. Ensure photo submissions posted to Facebook are set for “public viewing” to ensure our judges will be able to see your photo. An entrant who is under the age of 18 must have the consent of his/her parent or legal guardian to submit his/her personal information in order to enter the Contest. If a parent or legal guardian does not provide consent and agree to these rules, the entry will be disqualified.

The entries will be judged by two representatives of the Sponsor for each of the three (3) contest categories: (i) winter scene, (ii) winter sport photo and (iii) junior photographer for kids 14 and under. One (1) winner will be selected from each contest category from eligible entries received. Entries will be judged based upon the following three criteria, weighted equally: moment, composition, and general appeal. In the event of a tie, the entry with the highest score on general appeal will be selected. The decisions of the contest judges are final in respect of any matter relating to this Contest. The winners will be chosen on Feb. 22, 2022 beginning at 1 PM at the Sponsor’s offices at 7 Mary Street, Parry Sound, Ontario. The potential winners and/or parent and/or legal guardian of the potential winners will be contacted by telephone by a representative of the Sponsor and must reply within 48 hours to maintain eligibility. If a potential winner’s parent and/or legal guardian cannot be contacted within this time

period or fails to respond to any attempted contact, such potential winner will be disqualified, his/her entry will be declared null and void and the Sponsor reserves the right, in its sole and absolute discretion, to select another eligible entry based on the judging criteria, in which event these provisions shall apply to such other eligible entry.

By entering this Contest you acknowledge that all entries become the property of the Contest Sponsor and will not be returned or acknowledged. By entering you certify that you are the photographer and sole copyright owner of this photo, and have obtained the consent of all identifiable persons shown in it for these uses. The Sponsor has the sole discretion to use or not use any photo. To be eligible, an entry must be the entrant's original photograph, may not have been entered in any other contest, won any other prize or have been previously published in any other medium. Sponsor reserves the right to reject and disqualify any submissions that could be offensive or inappropriate or that do not meet the terms and conditions of these rules.

5. Prize: Three (3) prizes in total are available to be won (one prize for each contest category), each prize consisting of: two (2) snowshoe day passes and rentals to Georgian Nordic Outdoor Activity Centre, and a \$25 Downtown Dollars gift certificate (approximate total retail value \$65 CDN). Unauthorized use, reproduction or resale is prohibited. Safeguard your gift certificate. Gift certificates will not be replaced or replenished if lost, stolen, used incorrectly or without authorization. Gift certificates may not be exchanged for cash. Any purchase for an amount greater than the available balance of your card must be paid with an alternative method of payment. Unless otherwise specified, gift certificates cannot be combined with any other discounts, specials or offers. Sponsor or the gift certificate issuer reserves the right to limit, revoke or refuse the use of a gift certificate at any time at its sole discretion. Except where prohibited by law, gift certificates may expire, and other terms and conditions may apply – see the gift certificate issuer for details.

6. Prize Claim: Each potential winner and/or his or her parent and/or legal guardian must come to 52 Seguin Street, Parry Sound, to claim their prize. If a potential winner does not claim the prize within five (5) days of notification, the next eligible entry selected by the judging criteria set out in these rules will be contacted, and the first potential winner will have no further claim to the prize. Sponsor will not mail or courier the prize and is not responsible for unclaimed prizes. Sponsor shall not be responsible for lost, damaged, stolen or unclaimed prizes. If a potential winner is unable or unwilling to accept or otherwise redeem a prize on the terms it is awarded, the prize shall be forfeited, and no cash or substitutes will be provided in whole or in part.

7. Release, Licence to Use Copyright and Waiver of Moral Rights: By entering the Contest, each entrant and/or his/her parent or legal guardian irrevocably:

(a) authorizes the Sponsor to use the submission, including without limitation the entrant's name, city and province/territory of residence, photograph, image, picture, portrait, likeness, and statements (together, "Material") in connection with its business, including without limitation for this Contest or for general advertising and promotional purposes, in any and all forms of media now owned or hereafter invented, without further notice, review, approval, consent or compensation;

(b) grants Sponsor a perpetual, irrevocable, worldwide, royalty-free non-exclusive license to publish, use, reproduce, copy, display, distribute, edit or modify any entrant's Material in connection with this Contest, other marketing and advertising purposes, or for any other reason or purpose, and each entrant waives any and all moral rights he/she may have in any Material submitted. Each entrant and/or parent or guardian of an entrant agrees to complete and sign all documents necessary to confirm the rights granted under these official rules; and

(c) consents to the use of the Material in advertisements for the Sponsor, and to the posting of his or her Material in print and online in Sponsor's and the Sponsor's affiliates' and related companies' publications, websites and in social media without any further notice, review, approval, consent or compensation. In addition, each entrant and his/her parent or legal guardian acknowledges and agrees that publishing Material in print and posting Material online brings that Material within public view, and the Sponsor will not be held liable for any copying, reproducing, re-posting, or unlawful use of any published or posted Material, or any other injury, damage or loss to any entrant or any other person that may result.

As a condition of being declared a winner and prior to being awarded the prize, the potential winner and/or the parent or legal guardian of the potential winner will be required to show valid photo ID and to sign a declaration of eligibility and release form (i) releasing the Sponsor from any and all liability in connection with the Contest and/or the prize; (ii) confirming compliance with these Contest rules; (iii) consenting to the use of the entrant's first name and last initial and Material, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor and/or its advertising and promotional agencies; and (iv) assigning any intellectual property rights, including copyright, in the Material to the Sponsor and waiving the entrant's moral rights in the Material. The potential winner and/or parent or legal guardian of the potential winner may also be required to sign confirmation and release forms from any prize supplier, their related parties and/or third-party contractors.

8. Indemnity: By participating and/or allowing your child to participate in this Contest, you agree to defend, indemnify and hold harmless the Sponsor, and its parent,

subsidiaries, affiliates and/or related companies and each of their officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising, media buyers and promotional agencies from any and all damages, injuries, claims, causes of action, or losses of any kind (including but not limited to lawyers' fees) arising from you and/or your child's participation in the Contest, you and/or your child's violation of any term of these Contest rules, you and/or your child's violation of any third party right, including without limitation any copyright, property, or privacy right; or any claim that you and/or your child's submission caused damage to a third party.

9. Privacy: We use entrants' personal contact information to administer this Contest, including contacting, announcing and promoting prizewinners, and may transfer your personal information to third party service providers (including but not limited to prize suppliers) in order to perform services such as prize fulfillment and delivery. The Contest is run in compliance with the **Municipal Freedom of Information and Protection of Privacy Act**, which may be found in full at ontario.ca/aws/statute/90m56.

10. Banning: The Sponsor may, in its sole discretion, prohibit any person from entering any Contest whom it believes to be abusing the rules. Such abuse includes but is not limited to entering false information and entering more than once.

11. Other: Odds of winning depend on the number of eligible entries received and the caliber of the entries received. **One (1) prize per person.** This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Sponsor reserves the right to cancel or modify the Contest or the Contest rules at any time without notice. All prizes must be accepted as awarded, are non-transferable and are not convertible to cash. The Sponsor reserves the right to substitute any prize or portion of the prize with a prize of equal or greater value. All prizes are awarded as-is and no warranties or guarantees are implied or expressed. The Sponsor is not liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this Contest, including technical failures on the part of Contest software, virus, website down-time, human error or property damage incurred by any Contest entrant. The Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using such assistance.