

Green Shores® Photo Contest Giveaway Terms & Conditions

Terms and Conditions

Official Contest Rules ("Official Rules")

1. **GENERAL DESCRIPTION:** The SCBC Stewardship Centre for British Columbia Society (hereinafter referred to as the "SCBC") and TransCoastal Adaptations Centre for Nature-Based Solutions (hereinafter referred to as "TCA") presents the "Green Shores®" Photo Contest Giveaway (the "Photo Giveaway"). The Photo Giveaway will be hosted by SCBC and TCA online and is available to residents of Canada. Four Eligible Participants who are selected in a random draw for prizes will each receive a Prize (as described below) in accordance with the Official Rules.
2. **ENTRY DATES:** Photo Entry starts at 9:30 am Pacific Time on November 7th, 2022, and closes at 06:00 pm Pacific Time on December 12th, 2022 (the "Closing Date"). All entries received after the Closing Date are ineligible to receive a Prize.
3. **PHOTO GIVEAWAY HOST:** The Photo Giveaway will be hosted by SCBC and TCA on Jotform platform. The link to the photo entry form will be provided on the SCBC and TCA websites.
4. **CHANCES OF WINNING:** The chances of becoming the potential winner of the Prize is by completing the online form and depends on the number of entrants. Only one (1) entry is allowed per individual.
5. **NO PURCHASE NECESSARY:** No purchase or other consideration is required in order to enter or win the Photo Giveaway.
6. **ELIGIBILITY:** The Photo Giveaway is open to individuals who are residents of Canada, except for employees, officers, directors, agents, and representatives of SCBC or TCA (including without limitation parent, sister, and subsidiary companies, partnerships, and other affiliated commercial entities), their advertising and promotion agencies, and any other person directly connected with the production and distribution of or the supply of goods or services in connection with the Photo Giveaway (hereinafter referred to as the "Released Parties") and their respective immediate families (e.g., spouse, mother, father, sister, brother, child, and their respective spouses, regardless of where they reside). In the Official Rules, an individual who is eligible to enter the Photo Giveaway is referred to as an "Eligible Participant".
7. **HOW TO ENTER:** Eligible Participants may enter the Photo Giveaway by completing the SCBC and TCA's "Green Shores®" online Photo Entry and providing their contact information in the Jotform provided.
8. **ENTRANT AGREEMENT:** The submission or attempted submission of an entry for the Photo Giveaway constitutes the entrant's full and unconditional agreement to the Official Rules and to any decisions made by SCBC and TCA, all decisions of which pertaining to the Photo Giveaway shall be final and binding without any right of appeal. Winning a Prize is contingent upon an Eligible Participant fulfilling all of the requirements of and all terms and conditions provided in the Official Rules.
9. **PRIZE:** Four Eligible Participants who are randomly selected (each a "Prize Winner") will win the following: one \$25 e-gift card to MEC each. There are a total of four Prizes available

to be won in the Photo Giveaway. The Prize Winners will be selected at random in accordance with the Official Rules. Each Photo Entry participant is limited to one Prize throughout the Photo Giveaway.

10. **RANDOM DRAWING:** A random selection to determine the Photo Giveaway Winners will take place at 10 am Pacific Time on December 13, 2022 (the "Selection Time"). All eligible entries received will be available to be selected at this time. The selection will be conducted by SCBC and TCA by randomly drawing the name of four Eligible Participants received from the Photo Entries.
11. **NOTIFICATION:** SCBC and TCA will contact the Prize Winners via the email provided in the Photo Entry notifying them that they won a Prize (the "Notification").

If the Prize Winner wishes to accept the Prize, SCBC and TCA will email the Prize Winner an e-gift card. The Released Parties are not responsible or liable if, for any reason, a Prize Winner does not receive the Notification (or any other communications) from SCBC and TCA.

12. **PRIZE DELIVERY:** All Prize Winners who choose to accept the Prize will have their Prize delivered to them by e-mail to the applicable delivery address provided during the Notification process described above.
13. **PRIZE FORFEITURE:** If SCBC and TCA are not able to contact a Prize Winner using the Notification process described above within ten (10) days of the Selection Date, or if the Prize Winner fails to comply in full and in any way or manner with any provision or provisions of or requirement contained in the Official Rules including, without limitation, the eligibility requirements set out in the Official Rules, the Prize Winner forfeits any right to receive the Prize, is deemed to have waived any claim to the Prize without further notice, and the Prize is forfeited.

If, for any reason, a Prize Winner is considered to have forfeited the Prize, SCBC or TCA may, in its sole discretion and time permitting, randomly select another Eligible Participant as a Prize Winner. In such case, SCBC and TCA will send a Notification to the new Prize Winner and the process set forth herein will be followed again.

14. **IDENTITY:** In the event of a dispute over the identity of a Prize Winner, the entry will be declared made by the authorized holder of the email provided in the Survey at the time of entry, and the Prize Winner may be required to provide identification sufficient to show that they are the authorized email holder.
15. **RELEASE AND INDEMNITY:** By entering the Photo Giveaway, each entrant (a "Releasor") releases and agrees to indemnify and hold harmless the Released Parties and their shareholders (if applicable) from and against any and all claims, demands, actions, causes of action, suits, debts, covenants, contracts, and costs and expenses, including legal fees and related expenses, of whatever nature or kind, including but not limited to claims based on negligence, breach of contract, printing errors or omissions, publicity rights, defamation, and liability for injury, accident, damage, claim, loss, misfortune, death, or property damage, which any Releasor or third party has, might have, or could have with respect to or in any way related or connected to any aspect(s) of the Photo Giveaway, by reason of or arising out of the Releasor's participation or attempted participation in the Photo Giveaway and compliance or non-compliance with the Official Rules, and/or in connection with the awarding, acceptance, delivery, possession, use, and/or misuse of the Prize awarded and any travel by a Releasor to claim the Prize.

16. CHANGE TO OR TERMINATION OF THE PHOTO GIVEAWAY: Subject to first obtaining any necessary and applicable governmental consent, SCBC or TCA reserve the right to suspend or terminate the Photo Giveaway or to amend, enlarge or modify the Official Rules at any time and in any way, without prior notice. Without limiting the generality of the foregoing, and subject to any governmental approval which may be required, SCBC and TCA reserve the right, without prior notice and at any time, to terminate the Photo Giveaway, in whole or in part, or to modify, suspend or extend the Photo Giveaway in any way, if they determine, in their discretion, that the Photo Giveaway is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses, glitches, or printing or production errors or omissions) have destroyed or materially undermined the proper play, integrity, and/or feasibility of the Photo Giveaway. In the event SCBC or TCA is impeded or prevented from continuing with the Photo Giveaway as planned or intended by any event beyond their control, including, but not limited to fire, flood, natural or man-made epidemic or health hazard or crisis, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment malfunction or failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), any federal, provincial/territorial, or local government law, order, or regulation, public health crisis, the order of any court or jurisdiction, or by any other cause not reasonably within SCBC or TCA's control, then subject to any governmental approval which may be required, SCBC and TCA shall have the right to modify, suspend, extend or terminate the Photo Giveaway. If, due to printing or programming or production or transmission or other errors or omissions or for any other reason whatever, there are more than one (1) potential Prize Winner coming forward seeking to claim a Prize, the actual Prize Winner, in the sole discretion of SCBC and TCA, may be selected in a random drawing from among all persons making purportedly valid claims for a Prize. Inclusion in such drawing shall be the sole and exclusive remedy in such circumstances for any Eligible Participant who has submitted an entry into the Photo Giveaway.

17. PERSONAL INFORMATION: In the course of conducting the Photo Entry, SCBC and TCA may acquire certain personal information as submitted by persons seeking to enter the Photo Giveaway. Unless the entrant has otherwise authorized SCBC or TCA or another entity related to the SCBC or TCA to otherwise use such information, the personal information gathered about entrants in connection with the Photo Entry will be used solely for the administration of the Photo Giveaway and is subject to SCBC's privacy policy (available at <http://stewardshipcentrebc.ca/privacy-policy/>) which is hereby incorporated into the Official Rules, and, unless the entrant has otherwise authorized, no communication unrelated to the Photo Giveaway, commercial or otherwise, will be sent to the entrant by SCBC and TCA.

18. GENERAL PROVISIONS:

(i) Prize As Awarded: No substitutions or cash redemptions of any Prize are permitted except by SCBC and TCA, which reserves the right, at its sole option and discretion, to substitute for the Prize, a prize of comparable or greater value if the Prize cannot be awarded as described due to unavailability or for any other reason whatsoever. If the Prize Winner cannot accept the Prize as stated, the Prize will be forfeited in its entirety. A Prize Winner may not transfer the Prize to any other person prior to the actual delivery to them of the Prize unless authorized in writing by SCBC and TCA before the transfer is made. Such authorization may be granted or withheld in SCBC and TCA's sole discretion. The Prize Winner must make any request for such authorization in writing and must sign and return the request to SCBC and TCA.

- (ii) Limitations on Liability: The Released Parties are not responsible or liable for:
- (a) any incorrect or inaccurate information, whether caused by entrants, unauthorized human intervention, printing errors or by any of the equipment or programming associated with or utilized in the Photo Giveaway;
 - (b) any technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, network hardware or software, cable, satellite, cellular tower, or Internet service provider;
 - (c) any bugs, viruses, worms, unauthorized human intervention in any part of the entry process or the Photo Giveaway or any other causes which impair the fairness, integrity or administration of the Photo Giveaway (in such event, the Sponsors reserve the right, in their discretion, to modify, terminate or suspend the Photo Giveaway);
 - (d) any typographical, printing, network, mechanical, electronic, technical, human or other errors or malfunctions of any kind relating to or in connection with the Photo Giveaway including, without limitation, errors or problems which may occur in the administration of the Photo Giveaway, the processing of entries, the announcement of the prizes or other errors in the Official Rules or in any other Photo Giveaway-related materials (including, without limitation, in any advertising or advertising materials);
 - (e) any liability, loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants' participation in the Photo Giveaway or receipt or use or misuse of any prize;
 - (f) any lost, incomplete, late, misdirected, garbled, undelivered, stolen, or mutilated transactions, subscriptions or entries; or garbled, lost, misrouted or scrambled transmissions (if, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the entrant's sole remedy is another entry in the Photo Giveaway);
 - (g) any failed Prize delivery or attempted Prize delivery;
 - (h) any failure of the Photo Entry website, or for incorrect, inaccurate or incomplete capture on or by the Photo Entry website or the Photo Entry computer of any entry or any entry information;
 - (i) any damage to any Eligible Participant's or other person's computer system or wireless device which is occasioned by accessing the Photo Entry website, by participating in the Photo Giveaway, or by redeeming or attempting to accept the Prize;
 - (j) any lost, interrupted, inaccessible, incompatible or unavailable networks, servers, satellites, Internet service providers, wireless carriers, websites (including the Photo Entry website), or other connection or connections; or
 - (k) any availability or accessibility problems arising in connection with or over the course of the Photo Giveaway.

Each entrant acknowledges that the Released Parties shall not be required under any circumstances to award more Prizes than the number of available Prizes as set out in the Official Rules.

(iii) **Warning:** Any person attempting or apparently attempting in any way to defraud SCBC or TCA or the Released Parties in any way in connection with the Photo Giveaway will be disqualified and may be prosecuted to the fullest extent permitted under the law. Should any attempt be made by any person to damage any website or undermine the legitimate operation of the Photo Giveaway, SCBC and TCA reserves the right to seek damages and/or other remedies (including legal fees) from any such person responsible for the attempt to the fullest extent permitted by law. If SCBC or TCA in their discretion so elect, the Prize Winner may be required to submit, and by entering the Photo Giveaway agrees to fully cooperate in, a background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Photo Giveaway will not bring SCBC or TCA or any Released Party into public disrepute, contempt, scandal or ridicule, or reflect unfavourably on the Photo Giveaway or SCBC or TCA as determined by SCBC and TCA in their discretion.

(iv) **Non-delivery:** Proof of mailing or of transmission or of attempted transmission of any communication does not constitute proof of receipt by SCBC or TCA of the communication.

(v) **Other Expenses:** Any expenses which are applicable to the Prize, and which are not expressly included in the description of the Prize in the Official Rules are the sole responsibility of the Prize Winner. If the Prize Winner cannot accept the Prize as stated, the Prize will be forfeited in its entirety.

(vi) **Currency:** Currency amounts if stated herein are in Canadian dollars.

(vii) **Responsibility of Entrants:** It is the responsibility of any person who submits an entry into the Photo Giveaway to ensure that they have complied in full with all of the conditions and requirements contained in the Official Rules. SCBC and TCA reserve the right in their discretion to disqualify any individual who is found to be tampering with the entry process or with the operation of the Photo Entry, to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the apparent intent to disrupt or undermine the legitimate operation of the Photo Giveaway, or to annoy, abuse, threaten or harass any other person. SCBC and TCA reserve the right to seek damages and other remedies from and against any such person to the fullest extent permitted by law.

(viii) **Discrepancy with Other Media:** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any website or advertising or form or other publicity or materials concerning the Photo Giveaway and the provisions contained in the Official Rules, the provisions in the Official Rules shall prevail, govern and control. This Photo Giveaway and all entries are subject to all applicable federal, provincial, territorial and local laws and regulations.

(ix) **Possible Invalidity:** The invalidity or unenforceability of any provision of the Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in the Official Rules solely for ease of reference, and shall not be deemed or considered to affect in any manner the meaning or intent of the Official Rules or any provision hereof. The Official Rules cannot be modified or amended in any way except as expressly provided herein and made in writing by a duly authorized representative of the Sponsors.

(x) **Law:** The Photo Giveaway is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between one or more persons who participate in the Photo Giveaway and SCBC in connection with the Photo Giveaway shall be governed by and construed and interpreted in accordance with the federal laws of Canada, including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. All persons who participate in the Photo Giveaway, the Sponsors, and all other parties hereby attorn to the jurisdiction of the provincial and federal courts of Canada, in respect of the determination of any matter or dispute arising under or in respect of the Photo Giveaway or arising under or in respect of the Official Rules and agree that any such determination shall be brought solely and exclusively before such courts in the Province of British Columbia.

(xii) **Intellectual Property:** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans, and representations used in the Photo Giveaway are the property of SCBC or TCA or any applicable Released Party. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

(xiii) **Copy of Official Rules:** A copy of the Official Rules can be found at the Photo Giveaway web pages on SCBC and TCA websites

20. **HOSTING AND PROMOTION DISCLAIMER:** The Photo Entry is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, Jotform or Twitter, where it is promoted.

21. **ENTRY ACKNOWLEDGEMENT:** All participants in the Photo Giveaway acknowledge that the Photo Giveaway is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Jotform, or Twitter, where it is promoted.

22. **HOSTING AND PROMOTION RELEASE:** By entering the Photo Giveaway, all participants release and hold Facebook, Instagram, Jotform and Twitter harmless from and against any and all losses, damages, right, claims, and actions of any kind arising in whole or in part, directly or indirectly, from the contest giveaway or participation in any contest giveaway-related activity, including without limitation, access to any materials, or resulting directly or indirectly from the production or submission of a photo or video including, without limitation, any travel or other activities related to the participant's production or submission of a photo or video for the contest, or from acceptance, possession, use or misuse of any prize awarded in connection with the contest, including without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.