



Summer 2023 Photo Contest

RULES & REGULATIONS

General

1. The Brant Waterways Foundation 2023 Summer Photo Contest (the “Contest”) is governed by these Rules and Regulations. By entering the Contest, entrants agree to be bound by these Rules and Regulations.
2. The Contest is administered by Brant Waterways Foundation, P.O. Box 21014, 84 Lynden Rd, Brantford, On N3R 6B8 (collectively, the “Contest Administrators”).
3. The Contest opens at 9:00 a.m., Eastern Standard Time, on July 1, 2023 (“Contest Opening Date”) and ends at 11:59 p.m., Eastern Standard Time, on August 31, 2023 (“Contest Closing Date”). All Contest entries must be submitted and received by Brant Waterways Foundation by the “Contest Closing Date.” Any entries submitted after the Contest Closing Date are not eligible to win a prize.
4. The Contest is open to residents of Canada. The following persons are not eligible to enter the Contest or to win a prize: professional photographers, employees, officers, directors or representatives of the Contest Administrators, spouses of Board Members, Prize companies.
5. No purchase is necessary to enter the Contest or to win a prize.

Entry

6. To enter the Contest:
 - a. Submit a photograph taken in Brantford, Brant or Six Nations of the Grand River along the waterways or adjacent trails of any subject matter that you like - landscape, action, flora, wildlife, people, etc and enter the photograph by following the instructions for entering the Contest.
7. Contest Administrators and Prize Suppliers are not responsible for any lost, misdirected, damaged, ineligible or waylaid entries.
8. All Contest entries must be received before the Contest Closing Date.

Contest Categories and Prizes

9. The following prizes are available to be won during the Contest:

Choice of Prizes:

- Gift Certificate for Fume RestoBar, Brantford (\$50 value)
- Gift Certificate for Symposium Cafe Restaurant & Lounge, Brantford (\$25 value) and Car Wash Kit
- Gift Certificate for Symposium Cafe Restaurant & Lounge, Brantford (\$25 value)

****Substitute prizes may be available at the discretion of the contest administrator.***

Photograph Entry and Claiming Prizes

10. All entries are intended for the general public. Entrants are fully responsible for the photographs they submit. Contest Administrators will not accept photographic entries that are offensive and reserve the right to disqualify, in their sole discretion, any photographic entries that contain, for example, racist, hateful, sexist, xenophobic, homophobic or pornographic content.
- 11. To be eligible to enter the Contest for a chance to win a prize, photographs must be taken in Brantford, Brant or Six Nations of the Grand River along the waterways and adjacent trails, and entries must be submitted in this manner:**
 - A. Via social media - posted to Instagram and,
 - B. Must use the hashtag #brantwaterways, and Tag @waterways.brant to be eligible to win a prize.
 - C. The entrant must be following Brant Waterways Foundation's Instagram account if submitting on social media.
 - D. Photographs may be emailed to info@brantwaterways.ca. Photos entered by email must include your full name and contact information.
 - E. Ideally, tell us where the photograph was taken.
12. By entering and participating in the Contest, each winner of a prize (and his/her/their parent or guardian), consent to: the use of his/her/their name, city and province or territory), comments attributable to him/her/them pertaining to the Contest, a prize, the Contest Administrators, Prize Suppliers, photographs/videos of the Contest prize winners. No remuneration in connection with any publicity relating to the Contest, carried out by or on behalf of the Contest Administrators in any manner whatsoever including, without limitation, print, broadcast, the internet and social media, is offered to or required by any entrant or Prize winner.
13. By entering and participating in the Contest, entrants consent to the use of entrant's photograph by the Contest Administrators and Prize Suppliers for promotional use, during or after the Contest Closing Date, without compensation. Promotional material includes, without limitation, any print or electronic advertising or marketing material such as posters, online images, newspaper ads or publicity, television ads, emails and social media content.
14. Any required waiver forms/model releases are the responsibility of the entrant.
15. Contest Administrators may share personal information with third parties where otherwise explicitly agreed to by entrants.

Copyright

16. Photographs must not infringe upon or violate any laws or any third party rights, including, but not limited to copyright, patent, trademark, trade secret or other proprietary rights and must not constitute material that would be considered libeling, defamatory, or a privacy violation.
17. Entrants must obtain all necessary permissions, licenses, clearances, releases, waivers of moral rights and other approvals from third parties (including but not limited to all copyright holders, Prize Suppliers and all individuals appearing in the photograph/video), necessary to use the photographic entry, in whole or in part, in any way, including to reproduce, make derivatives, edit, modify, translate, distribute, transmit, publish, license and broadcast the photographic entry worldwide, by any means, without limitation.
18. The owner of a photographic entry retains ownership over the photograph. Each entrant

irrevocably and in perpetuity grants the Contest Administrators a world-wide, royalty-free, irrevocable and non-exclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works or merchandise from the photographic entity to promote Brant Waterways, the Contest and the Contest Administrators.

19. Each entrant represents and warrants that he/she/they have the right to grant the license set out above.

Selection OF Winning Entries

20. A panel of three judges will evaluate all entries for each category and determine, by the majority vote, the 1st prize, 2nd prize and 3rd prize winner. The panel shall determine the prize winners by September 18, 2023. Judges will use a pre-determined set of criteria to evaluate entries including such elements as creativity/originality, photo quality and composition.
21. Contest winners will be notified by Instagram Direct Message or email no later than five (5) business days after the panel has determined the winners. The winner has three (3) weeks after notification to confirm receipt of the notification and acceptance of the prize subject to these Rules and Regulations. A maximum of three notification attempts will be made to contact any respective winners. Failure to confirm receipt of the prize notification or acceptance of the prize by the stated deadline means the winner forfeits the prize. Unclaimed prizes will be awarded in future BWF photo contests.
22. All prizes will be delivered to the winners by mail, or personal delivery or by an alternative process agreed upon by the Contest Administrators, Prize Suppliers and the winner. All decisions of the Contest judges are final.
23. Winners will receive no compensation, credit or prizing other than as disclosed in these Rules or otherwise provided at the sole discretion of the Contest Administrators. Prizes are not transferable; no prize substitutions or equivalents are permitted, except by the Contest Administrators or Prize Suppliers at their discretion. In all cases, the Contest Administrators and Prize Suppliers reserve the right to substitute a prize of equal or greater value for any of the Prizes.
24. Prize value is an estimate; actual retail value will vary depending on where the prize is shipped and on the rate of exchange at the time the prize is awarded. All prizes must be accepted as awarded; prize substations may be possible depending on availability and at the discretion of the Contest Administrators.

Chances of Winning

25. The chances of winning a Prize will depend on the number of eligible entries received.

Additional Rules

26. The Contest Administrators and Prize Suppliers are excluded from all liability for any personal injury, loss or damage of whatever kind (including data) caused directly or indirectly, in whole or in part, from uploading photographic entries and material to the Contest website. The Contest Administrators and Prize Suppliers are not responsible for any failure of the Contest website during the Contest, problems or technical malfunctions of computer online systems, servers, access providers, computer equipment, software or any email, online or internet entry lost due to technical

problems or traffic congestion on the internet or at any website or any combination thereof, including any injury or damage to an entrant's or any other person's computer or property related to or resulting from uploading any video or photographic entry to the Contest.

27. The Contest Administrators, in their sole discretion, may disqualify any individual who attempts to undermine the legitimate operation of the Contest by tampering with any website mechanism, or who violates these Rules and Regulations.
28. By entering and participating in this Contest, each entrant agrees to hold harmless the Contest Administrators, Prize Suppliers and, their directors, officers, employees, agents, affiliates, parents, subsidiaries, and assigns from any liability for damage, injury, death, loss, cancellation or other liability arising from the entrants acceptance or use of a Contest prize or substituted prize or having participated in this Contest including, without limitation, claims based on publicity rights, defamation, invasion of privacy, travel-related injuries and/or death, or from the use, misuse or malfunction of a prize or substitute prize. Winners assume all liability for any injury or damage caused, or claimed to be caused, whatsoever and howsoever arising, by participation in this Contest or use or redemption of any prize.
29. The Contest Administrators and Prize Suppliers accept no responsibility for any lost, stolen, damaged or defective products.
30. By participating in the Contest, each entrant agrees to be bound by these Rules and Regulations. In the event of any dispute as to whether a person is an entrant, a potential winner or a winner, or as to the qualification of any entrant, potential winner or winner to, or the adequacy of any prize or any substitute prize, the decision of the Contest Administrators will be final.
31. The Contest Administrators respect every entrant's right to privacy. By entering this Contest, each entrant is deemed to automatically have provided his/her/their consent that personal information collected from entrants may be used by the Contest Administrators, Prize Suppliers or their affiliates to administer the Contest or as otherwise provided in these Rules. Neither the Contest Administrators, Prize Suppliers nor their affiliates will share personal information relating to entrants with any third parties, except as necessary for the administration of the Contest, as provided in these Rules, as otherwise explicitly agreed to by entrants or as may be required by law. Any conflict or discrepancy between this rule and any applicable laws or regulations of Canada, or the provinces or territories of Canada, with respect to privacy, shall be resolved in favour of such applicable laws or regulations. The Contest Administrators and Prize Suppliers will not attempt to contact the entrant for any purpose other than as may be required by law unless they have opted-in to receive relevant communications from the Contest Administrators.
32. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules and Regulations, or the respective rights and obligations of the prize claimants and the Contest Administrators in connection with the Contest, shall be governed by, and construed in accordance with (i) the laws of the Province of Quebec and the laws of Canada applicable therein with respect to the residents of the Province of Quebec, and (ii) the laws of Canada applicable therein with respect to residents of the other Canadian provinces and territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately

damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws and, should such an attempt be made, the Contest Administrators reserve the right to seek damages from any such person to the fullest extent permitted by law. The Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited.