

# 2017 150 Golden Moments in Golden BC Photo Contest

## Rules & Regulations

### No Purchase Required to Enter or Win

- 1) **ELIGIBILITY:** The Tourism Golden “2017 150 Golden Moments Contest” Sweepstakes (the "Contest") is open only to legal residents of forty nine (49) United States (including the District of Columbia) (excluding Florida) and Canada (excluding Quebec), who are at least 19 years of age or older at the contest start date for legal residents of Canada (excluding Quebec), and 21 years of age or older for legal residents of the United States (excluding Florida) and the United Kingdom, Australia and New Zealand who are over the age of majority in their province, state or country of residence or older at the contest start date. Employees of Tourism Golden or of other companies associated with the promotion of the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.
- 2) **SPONSOR:** The Contest is sponsored by Tourism Golden BC, a British Columbia organization, with an address at 521 9<sup>th</sup> Avenue North, Golden, BC V0A 1H0 (the "Sponsor").
- 3) **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes an entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 4) **ENTRY PERIOD:** The Contest begins at 8:00:00 AM PT on May 1, 2017 and ends at 11:59:59 PM PT on February 28<sup>th</sup>, 2018 (the "Entry Period"). Entries that are submitted before or after the Entry Period will be disqualified.
- 5) **HOW TO ENTER:**
  - a) **FOR ALL ENTRIES:** There is no limit to the amount of entries per individual. Each entry must be posted through the Instagram app and include in the caption the hashtags #150GoldenMoments, #GoldenBC and @tourismGolden
  - b) Tag @TourismGolden in all images (video submissions are excluded) and follow the official Tourism Golden instagram account
  - c) Video entries are not to exceed 30 seconds in length
  - d) Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.
  - e) No purchase is required to enter.
- 6) **GENERAL GUIDELINES AND STANDARDS FOR ENTRIES:**
  - a) Photographs must have been taken in Golden, British Columbia or the surrounding national (Yoho National Park, Glacier National Park, Kootenay National Park) and provincial parks (Bugaboo Provincial Park, Burges James Gadsden Provincial Park, Marl Creek Provincial Park). Photographs can be colour or black and white and should be taken on a high resolution camera and be without watermarks or other markings that identify the photographer.
  - b) you represent and warrant that (i) your entry, including any material comprising your entry including but not limited to name, user name, profile picture, as applicable and photograph submitted with your entry is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
  - c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by the Sponsor as it deems appropriate;
  - d) you grant to the Sponsors the irrevocable right to use your photograph in any media worldwide,

- e) including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your photograph without notification, compensation or additional consideration to you;
  - f) you waive all claims of moral rights in any use of your photograph by the Sponsor pursuant to the rights granted in these Official Rules;
  - g) you agree that the Sponsors shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;
7. **TOP 15 IMAGES SELECTION:** Between March 1<sup>st</sup>, 2018 and March 15<sup>th</sup>, the Sponsor will select the top 15 entries that represent Golden Moments as outlined in the contest. The Sponsor will attempt to notify all participants who have been selected for the top 15 (fifteen) images within ten (10) days of the selection period. Selected entrants will be contacted through the Instagram App via direct message. Sponsor is not responsible for the entrant's non response to an instagram direct message. In order to win, the selected entrants must respond to the private message and must be eligible according to the official rules. In the event a selected entrant does not respond within ten (10) days of prize notification, the runner up will be chosen. The winner and their travel companion (who must at least 19 years of age or older at the contest start date for legal residents of Canada (excluding Quebec), and 21 years of age or older for legal residents of the United States (excluding Florida) and 21 years of age or older for legal residents of the United States (excluding Florida) and the United Kingdom, Australia and New Zealand who are over the age of majority in their province, state or country of residence or older at the contest start date agree to release Sponsor from any and all liability for any and all damages related to or resulting from the Contest or awarded Prizes.
8. **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, a potential winner must complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within ten (10) days of notification. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant may be selected in his/her place in a random drawing of all entries received. Up to three (3) alternate entrants may be contacted. If at that point, no entrant has claimed the prize, the prize may not be awarded.
9. **PRIZE:** One (1) winner will receive three (3) free nights of accommodation for two people to Golden BC between 1<sup>st</sup> May 2018 and 31<sup>st</sup> March, 2019. The prize includes: accommodation for two (2) people for three (3) nights in a private room at the Winston Lodge in Golden BC, including complimentary breakfast and a \$100 dinner voucher. Two tickets to Kicking Horse Mountain Resort with Lunch at Eagle's Eye Restaurant excluding alcoholic beverages, a \$100 gift certificate to the Island Restaurant, and an additional activity of your choosing from a list provided by Tourism Golden Association.
10. **ALL EXPENSES, COSTS, AND TAXES NOT EXPRESSLY LISTED ABOVE ARE SOLELY THE WINNER'S RESPONSIBILITY.** The approximate retail value of the prize is a minimum of \$1600. The actual value may vary based on date of travel. There shall be no cash value, refund or alternative offered as compensation for the difference in value between the retail value and the actual costs of the prize will not be awarded nor shall any cash value, refund or alternative be offered Any legal documentation required for travel, including, but not limited to, valid passports and/or visas, shall be the responsibility of the winner and his/her travel companions. No refund or compensation will be made in the event of the cancellation or delay. The Sponsor will not replace any lost or stolen vouchers. The prize is not transferable. The prize must be redeemed between May 1<sup>st</sup>, 2018 and March 17<sup>th</sup>, 2019 and is subject to the operation and product availability of each of the individual prize sponsors (The Winston Lodge, Kicking Horse Mountain Resort, The Island Restaurant, Tourism Golden Association) and the winner must contact the individual prize sponsors of intended travel/prize redemption dates at least two weeks in advance. No cash or other substitution is allowed except by the Sponsor who may substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the advertised prize becomes unavailable, as determined by the Sponsor in its sole discretion. The winner and travel companions must travel on the same booking and the travel companions may be required to sign a liability/publicity release prior to travel. **THE PRIZE MAY BE REPORTED AS INCOME TO A WINNER AND THE WINNER**

MAY BE RESPONSIBLE FOR PAYMENT AND REPORTING OF ALL APPLICABLE TAXES ASSOCIATED WITH THE RECEIPT OF A PRIZE. CONSULT WITH YOUR TAX ADVISOR FOR MORE INFORMATION.

11. **PRIVACY AND PUBLICITY** : By entering the Photo Contest, you authorize the transfer of your personal data to Canada for purposes of administration of the Contest. All information submitted online to the Sponsor as part of this Promotion will be treated in accordance with the Sponsor's Privacy Policy available on the website on which any booking was made. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending request in writing to Tourism Golden "2017 150 Golden Moments Contest ", Box 20181 Golden, BC, V0A 1H0, Canada. Except where prohibited, by entering the Contest, you grant the Sponsor the right to use your name in conjunction with the publication of any winners list or press release about the Contest.
12. **INSTAGRAM**: The Sponsor acknowledges that the promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.
13. **GENERAL CONDITIONS**: In the event that the operation, security, or administration of the Photo Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Photo Contest to address the impairment and then resume the Photo Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Photo Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Photo Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to a Facebook account or an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Contest is subject to federal, state, provincial, and local laws and regulations and is void where prohibited.
14. **RELEASE AND LIMITATIONS OF LIABILITY**: Except where prohibited, in cases of death or personal injury caused by the negligence of the Sponsor, or in cases of breach by the Sponsor of any of its obligations under these Official Rules, by participating in the Photo Contest, you agree not to make any claim against the Sponsor or Instagram, its members (including but not limited to member hotels or attractions) its affiliates, and their respective officers, directors, employees, and agents (the "Released Parties") relating to your participation in the Photo Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Photo Contest or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Photo Contest or receipt or use of any prize. You further agree to compensate any of the Released Parties if they incur or suffer any loss, damage, or other liability as a result of your negligence or breach of these Official Rules. And you agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Photo Contest, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
15. **DISPUTES**: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Photo Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Province of British Columbia, Canada. All issues and questions concerning the

construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Photo Contest, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia, without giving effect to any choice of law or conflict of law rules (whether of BC or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than BC.

16. Photo Contest RESULTS: To request a winners list, send a self-addressed, stamped envelope to Tourism Golden "2017 150 Golden Moments in Golden BC" Photo Contest, Box 20181, Golden, BC V0A 1H0, Canada." Requests must be received within four (4) weeks of the end of the Entry Period.