

# ANMORE PHOTO ALBUM CONTEST

## CONTEST RULES & REGULATIONS

### HOW TO WIN THE CONTEST

- No purchase or payment is necessary in order to participate in the “Anmore Photo Album” Contest (the “Contest”) operated by Village of Anmore (the “Village”). The Term of the Contest submissions and voting is from August 28, 2023 to October 15, 2023 for submissions and October 20, 2023 to October 30, 2023 for voting on winners (the “Term”). The Contest is open to all residents of Anmore, British Columbia.
- Participants in the Contest (“Entrants”) may submit as many digital “Anmore Photo Album” contest entries via the Village website via the Photo Contest Submission Form at [anmore.com/photo-contest-form](http://anmore.com/photo-contest-form) as they are able during the Term (one photo per submission form). If an Entrant’s “Anmore Photo Album” contest entry is selected, the Village will attempt to contact the Entrant by email to advise them that they have been selected, and to advise them of the prize that they may be entitled to claim.
- The approximate value of the prize is \$100 but the full retail value of each prize may vary and is not necessarily known to the Village. The prizes cannot be exchanged or returned. The Village will select the prize to be awarded to a selected Entrant; selected Entrants are not entitled to select their own prize. No cash equivalency of a prize will be awarded as an alternative to the prize.
- The winning Entrants of the Contest will be chosen based on the number of “likes” on the Village of Anmore Facebook page and in-person votes on photo boards at Anmore Village Hall. The Contest is a running contest, such that winners may be selected at any time during Term, up to and including the final day of the Term. “Anmore Photo Album” entries received after the expiration of the submission Term will not be eligible to win the Contest but may still be used by the Village.
- Winners will receive no compensation, credit or prizing other than as disclosed in these Rules or otherwise provided at the sole discretion of the Village. Prizes are not transferable; no prize substitutions or equivalents are permitted, except by the Village at its sole discretion. In all cases, the Village reserves the right to substitute a prize of equal or greater value for any of the Contest Prizes.
- Chances of winning are dependent on the number of submissions. An individual can win only one prize regardless of number of submissions. Only one winner per category will be selected.

### SELECTED ENTRANT’S OBLIGATIONS

- Contest entrants must provide a high-resolution version of each photo that they submit (uncompressed TIFF or maximum quality JPEG, PNG, HEIC, in colour). Files should ideally be at least 4 MB and the minimum accepted size for the Photo Album Contest is 2 MB. *(Photos smaller than 4 MB will not be used for banners or printed artwork due to file size requirements; however, they may still be considered for prizes.)*

- Submissions must be uploaded using the form at [anmore.com/photoalbum](http://anmore.com/photoalbum) (one form per photo). Unless taken at a public event, any photos with people require a photo consent form (see webpage) to be completed by each person in submitted photos.
- By submitting a photo to the contest, the entrant hereby grants the Village of Anmore the right to use photos submitted to the Anmore Photo Album Contest. The Village will have rights to use images digitally to (a) further expand on the print edition; (b) promote the Village of Anmore and (c) promote Anmore via Facebook, Twitter/X, Instagram and other social media outlets. By submitting a photo to the contest, the entrant also hereby grants to Village of Anmore the non-exclusive, perpetual right and license to reproduce, publish and distribute, modify, and to authorize the reproduction, publication and distribution of the photos, in print, on microfilm and microfiche, and in all electronic forms and media now known or later developed, including, but not limited to, over the Internet. By uploading a photo to the contest, entrants agree that any such reproduction, publication or distribution may be the work alone and not in conjunction with the works with which it is first published by the Village of Anmore. The Village of Anmore reserves the non-exclusive right to publish any entry and/or use any entry in its material during or after the Contest without compensation to the entrants. For the Village of Anmore, promotional material shall include without limitation any print or electronic advertising or marketing material such as posters, online images, newspaper ads, television ads, emails and social media content. Waiver forms/ model releases are the responsibility of the entrant and must be submitted at the time of entry.
- The selected Entrant will have seven (7) days from the date that the email is sent by the Village to the email address on the Photo Contest Submission Form to contact the Village. If the selected Entrant fails to contact the Village within this time, they will be considered to have forfeited any potential claim to a prize, and the Village will be at liberty to select a second Entrant. The Village will not make a second attempt to contact the selected Entrant if the email sent by the Village is returned as undeliverable to the address provided on the Photo Contest Submission Form.
- Upon receiving their prize, Entrants must sign:
  - a declaration that he or she has complied with these rules;
  - a certificate acknowledging receipt of the prize;
  - a release of the Village from any and all liability in connection with the Contest;
  - a consent to the announcement of his or her name and the use of his or her name, Village of residence, photograph, likenesses, biographical information, voice and statements by the Village for advertising and promotional purposes without any expectation of remuneration or compensation.

**SELECTED ENTRANT'S OBLIGATIONS (CONT.)**

- If the selected Entrant is less than 19 years of age, his or her parent or guardian must sign the above-noted documents. If the selected Entrant, or his or her parent guardian, does not agree to sign all of the above-noted documents, or if it comes to the attention of the Village by any other means that the selected Entrant has not otherwise complied with the Rules, then the Village may, at its sole discretion, declare that the selected Entrant has forfeited the prize awarded to the selected Entrant. The Village may then select a second Entrant in accordance with the Rules. The Village will not have any liability whatsoever to the first selected Entrant in connection with his or her non-compliance with the Rules or failure to sign the above-noted documents.
- All information is collected by the Village of Anmore and not Meta. This collection of personal information is authorized under section 26 (c) of the Freedom of Information and Protection of Privacy Act (FIPPA). This information will be used for administering the Anmore Photo Album Contest. Questions can be directed to: 604.469.9877 or rhonda.schell@anmore.com.
- All prizes must be accepted as awarded and may not be used in conjunction with any other offer or promotion, sold, redeemed for cash, combined with any other promotion, exchanged for a different prize.
- By accepting a prize, the prize winner agrees to hold the Village and their respective agencies, affiliates, parent(s), subsidiaries, agents, advertising and promotion agencies and anyone else involved in the development, production or handling of the Contest and their respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of acceptance or use of a prize.

**OTHER RULES**

- Under no circumstances will the Village be liable for any of the following:
  - erroneous, damaged, destroyed, lost, late, incomplete, illegible, incorrectly addressed or misdirected "Anmore Photo Album" entries, regardless of the cause;
  - failure for any reason whatsoever of selected Entrants to receive a prize notification;
  - changes to an Entrant's email address after "Anmore Photo Album" entries are submitted;
  - computer, online, telephone, communication, or technical malfunctions or errors that may occur, regardless of the cause; or
  - damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest, or the submission of "Anmore Photo Album" electronic entries to the Contest, or participation in the Contest, or the prize, and regardless of the cause or any negligence by the Village, or any person or entity for whom any of them are responsible, and notwithstanding

that any of those entities or persons may have been advised of the possibility of such loss or damage being incurred. If for any reason the Village determines, at its sole discretion, that the Contest is not capable of being conducted as intended by the Village, for any reason whatsoever, including tampering, unauthorized intervention, fraud or any other cause that corrupts or interferes with the administration of the Contest, its security, fairness, integrity or proper conduct of the Contest, the Village may in its sole discretion disqualify any Entrant responsible for such misconduct and/or withdraw, cancel, terminate, modify, or suspend all or any part of the Contest. Notice of this withdrawal, cancellation, termination, modification or suspension of the Contest will be posted on the Website.

- Village of Anmore employees, Council, Committee members and their families are not permitted to participate in the contest.
- Any dispute between the Village and an Entrant, or any other person arising from, connected with, or relating to the Contest, the submission of "Anmore Photo Album" entries to the Contest, participation in the Contest, the Contest prizes or any related matters ("Disputes") will be resolved by a contest judge appointed by the Village. This judge's decision concerning any and all aspects of the Contest, including its administration, will be final and binding on all Entrants.
- The Contest is subject to all applicable laws and regulations, and is void where prohibited by law. If any provision of these Rules is found by any court of competent jurisdiction to be unenforceable, that provision will be severed, and all other provisions will remain in full force and effect.
- The Contest and all related matters are governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any legal proceedings brought in connection with the Contest will be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and by entering this Contest. Entrants hereby irrevocably submit and attorn to the original and exclusive jurisdiction of the courts of British Columbia in respect of all legal proceedings. Notice of potential legal proceedings regarding the Contest must be given in accordance with all applicable legislation. Legal proceedings regarding the Contest must also be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada, in accordance with all applicable legislation.