

# RULES

## Burnaby Halloween Festival Photo Contest

### Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Explore Burnaby Trick or Treat Contest (the "Promotion") is open only to legal residents of Canada who are at least eighteen (18) years old at the time of entry and who did not purchase any equipment for purposes of entering the Promotion. Employees of Tourism Burnaby and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Promotion or production or distribution of promotional materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible.

2. Sponsor: Tourism Burnaby, 3713 Kensington Ave, Burnaby, BC V5B 0A7

3. Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on October 1, 2023 at 12:00 a.m. Pacific Time ("PT") and ends on October 31, 2021 at 11:59 a.m. Pacific Time ("PT") (the "Promotion Period").

The Administrator's computer is the official time-keeping device for the Promotion.

5. How to Enter:

For entrance into the grand prize, submit an halloween photo captured in Burnaby to the entrant portal on <https://burnabyhalloween.com/photo-contest>. Participants may enter as many times as they wish, multiple submissions equal multiple entries.

Photo Guidelines:

The Photo must contain a caption and description which includes where the Photo was taken;

The Submission's caption and description must be in English;

The Photo cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

The Photo must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;

The Photo must not contain brand names or trademarks,

The Photo must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous, or libelous.

The Photo must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

The Photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Photo is created.

For all Photos: Uploading a Photo constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Photo. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Photos, which are disqualified. Limit: Each entrant may upload eight (8) Submissions during the Submission Phase. Entrant may receive one (1) entry per Submission during the Contest. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries/ Submissions by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries/ Submission and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Entrants must have permission from all individuals that appear in a Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including or promotional or marketing purposes. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected entries/Submissions, which will be disqualified. In the event of a dispute as to any entry/ Submission, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned 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 address. Potential winners may be required to show proof of being an authorized account holder.

6. Winner Determination: Winners will be determined via the processes set forth below.

Administrator will randomly select the potential prize winner from all eligible entries received on or around contest draw date. Potential winners will be contacted on through email after the date of the applicable drawing.

Administrator will randomly select the potential prize winner from all eligible entries received on or around contest draw dates outlined in prize table for the bonus contest. Potential winners will be contacted on through direct message after the date of the applicable drawing.

7. Winner Requirements: Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential Contest winner is disqualified for any reason, an alternate winner will be determined by another random selection. If after three (3) attempts a Contest winner is not confirmed, the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, province, likeness, Photo and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Photo and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Photo for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Photo and that Sponsor in its sole discretion shall have the right to refrain from using the Photo. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 – 10 weeks or earlier after end of Contest.

8. Prizes:

Prize	Value	Date Drawn
<b>Grand Prize</b>		
Burnaby Shop and Stay Package (Hotel Stay, \$100 Metropolis at Metrotown Gift Card, \$100 The Amazing Brentwood Gift Card, \$100 Atlas Steak + Fish Gift Card)	\$500.00	November 7, 2023
<b>Social Media Prizes</b>		
1 x SWAG BAG	\$100.00	Between Oct 1-Oct 31, 2023
1 x SWAG BAG	\$100.00	Between Oct 1-Oct 31, 2023
1 x SWAG BAG	\$100.00	Between Oct 1-Oct 31, 2023
TOTAL VALUE	\$620.00	

9. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Facebook, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Entrant's Personal Information: Information collected from entrant is subject to Tourism Burnaby's Privacy Policy <http://www.tourismburnaby.com/privacy-policy/>

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