



TRAILSCAPES: TRANS CANADA TRAIL PHOTO CONTEST

RULES & REGULATIONS

GENERAL

1. The Trailscapes: Trans Canada Trail 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 Trans Canada Trail, 321 de la Commune West, Suite 300, Montréal, QC, H2Y 2E1 (the “Contest Administrator”).
3. The Contest opens at 7:00 a.m., Eastern Standard Time, on May 1, 2023 (“Contest Opening Date”) and ends at 11:59 p.m., Eastern Standard Time, on May 31, 2023 (“Contest Closing Date”). All Contest entries must be submitted and received by Trans Canada Trail before the Drawing Date (see section 22). Any entries submitted after the Drawing Date and the Contest Closing Date are not eligible to win any Contest prize.
4. The Contest is open to residents of Canada who have reached the age of majority in the province or territory in which they reside at the time of the Contest Opening Date. The following persons are not eligible to enter the Contest or to win a prize: employees, officers, directors or representatives of the Contest Administrator, Prize Suppliers, and the parents, subsidiaries, siblings and children of, and persons domiciled with, such individuals or entities, or any of the Contest Administrators’ parents, subsidiaries, affiliates, and agencies.
5. No purchase is necessary to enter the Contest or to win a prize.

ENTRY & ELIGIBILITY

6. **To enter the Contest:** Submit photograph(s) online through the Trans Canada Trail website. Participants must complete the registration form and upload their photos according to the category and photograph guidelines.
7. **Categories** (the Contest has seven categories):
 1. **Seasons of the Trail:** This category can showcase the Trans Canada Trail throughout the four seasons, including winter, spring, summer, and fall.
 2. **Nature's Beauty:** This category can include landscape shots, flora and fauna, sunsets, and other natural scenery found along the Trans Canada Trail.
 3. **Trail Life:** This category can feature photographs of people hiking, biking, walking, skiing, and participating in other activities on the Trans Canada Trail.

4. **Trail Towns:** This category can showcase the communities and towns along the Trans Canada Trail, including local businesses, landmarks, and attractions.
5. **Trail Art:** This category can focus on artistic and creative shots that capture unique perspectives of the Trans Canada Trail, such as abstract shots, creative use of light and shadow, or other creative techniques.
6. **Trail Culture:** This category can feature photographs that capture the diverse cultures and traditions along the Trans Canada Trail, including indigenous communities, historical sites, and cultural events.
7. **Trail Wildlife:** This category can showcase the wildlife that can be found along the Trans Canada Trail, including birds, mammals, reptiles, and other creatures.

8. Photograph guidelines:

- The photographs must be taken on the Trans Canada Trail and should reflect the theme of the chosen category.
- The photos must be in high-resolution digital format, with a minimum of 300 dpi and at least 8x10 inches (XXX x XXX pixels) in size.
- The photos must be original works, and the participants should hold the copyright to the images.
- No watermarks or signatures should be visible on the photos.
- The photos must not have been previously published or won any awards in any other contests.
- The photos should not be digitally altered or manipulated, except for minor corrections such as color balance, brightness, and contrast adjustments.
- Accepted file formats include .JPG, .tiff, .png, .psd
- The maximum upload size is 10MB

9. **Entry limit:** Participants can submit a maximum of 3 photographs per category, for a total of 21 entries. Entries must be made on an individual basis. Group Entries (i.e., an Entry purporting to be submitted by two or more people) will be disqualified.

10. Contest Administrator and Prize Suppliers are not responsible for any lost, misdirected, damaged, ineligible or waylaid entries.

11. All Contest entries must be received before the Contest Closing Date.

CONTEST PRIZE(S)

12. The thirteen most dynamic photos (12 months and one cover) will be featured in the Trans Canada Trail 2024 Trailscapes Calendar. Each winner will receive:

- One (1) copy of the calendar where their image is featured with photo credit, valued at C\$20
- One (1) Columbia Sportswear lightweight backpack, valued at C\$XX
- One (1) Trans Canada Trail/Columbia Sportswear water bottle, valued at C\$15

SELECTION OF PRIZE WINNER(S) AND CLAIMING PRIZE(S)

13. The winner(s) will be selected by a panel of judges. All photographs submitted will be reviewed and winners will be selected by Trans Canada Trail representatives based on the following criteria:

- Creativity and originality
- Relevance to the chosen category
- Technical quality (clarity, composition, and lighting)
- Overall impact and emotional appeal

The winner(s) will be contacted within 30 days of the Contest Closing Date. All decisions of the judging panel are final.

14. All entries are intended for the general public. Entrants are fully responsible for the photographs they submit. Contest Administrator 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.

15. All entries become the property of the Contest Administrator and will not be returned.

16. By entering and participating in the Contest, the winner of the Prize (and/or his/her/their parent or guardian), consent to: the use of his/her/their name; address (city and province or territory); comments attributable to him/her/them pertaining to the Contest, a Prize, the Contest Administrator, Prize Suppliers; photographs/videos of the Contest prize winner. No remuneration in connection with any publicity relating to the Contest, carried out by or on behalf of the Contest Administrator 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.

17. By entering and participating in the Contest, entrants consent to the use of entrant's photograph by the Contest Administrator and Prize Suppliers for promotional use, during the Contest 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, television ads, emails and social media content.

18. Any required waiver forms/model releases are the responsibility of the entrant.

19. Contest Administrator may share personal information with third parties where otherwise explicitly agreed to by entrants.

20. Selected entrants for the Prizes will be notified by email, or by telephone no later than 30 days of the Contest Closing Date. The winner has three (3) business days after notification to confirm receipt of the notification and acceptance of the prize, subject to these Rules and Regulations. Failure to confirm receipt of the prize notification or acceptance of the prize by the stated deadline means the winner forfeits the prize and the prize will then be awarded to an alternate winner selected by the judging panel from all remaining eligible entries following the same process.

21. All prizes will be delivered to the winner by email, registered mail or by an alternative process agreed upon by the Contest Administrator, Prize Suppliers and the winner. All decisions of the Contest Administrator are final.

22. The winner will receive no compensation, credit or prizing other than as disclosed in these Rules or otherwise provided at the sole discretion of the Contest Administrator. Prizes are not transferable; no prize substitutions or equivalents are permitted, except by the Contest Administrator or Prize Suppliers at their

discretion. In all cases, the Contest Administrator and Prize Suppliers reserve the right to substitute a prize of equal or greater value for any of the Prizes.

23. 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 and may not be used in conjunction with any other offer or promotion, sold, exchanged, redeemed for cash, combined with any other promotion, or exchanged for a different prize. Allow six to eight weeks for postal delivery of prizes.

24. To be declared a winner, the selected entrant/claimant must:

a. correctly answer, unaided, a time-limited skill testing question; and

b. sign and return a declaration and release form;

c. confirm eligibility and compliance with these Rules and Regulations;

d. consent to the use, without further compensation, of his/her/their name, address (city and province or territory of residence) and photograph(s) in any Contest-related publicity and

e. release the Contest Administrator and Prize Suppliers, their directors, officers, employees and their respective agents, affiliates, parents, subsidiaries, and assigns, from all liability arising in connection with the Contest or the acceptance, use or redemption of a Prize as awarded. The declaration and release must be returned to the Contest Administrator within three (3) business days after receipt. Entrants/claimants who fail or are unable to meet any of these Rules and Regulations may be disqualified and alternate potential winner(s) will be selected.

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25. 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.

26. 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), 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.

27. The entrant of a photograph entry retains ownership over the photograph. Each entrant irrevocably and in perpetuity grants the Contest Administrator and Prize Suppliers a world-wide, royalty-free, irrevocable and non-exclusive right and license to use, copy, adapt, transmit, communicate, publicly display, print and perform, distribute and create compilations and derivative works or merchandise from the photographic entry to promote the Trans Canada Trail, the Contest and the Contest Administrator.

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

CHANCES OF WINNING

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

ADDITIONAL RULES

30. The Contest Administrator 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 Administrator 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 photographic entry to the Contest.

31. The Contest Administrator reserves the right, to terminate or suspend the Contest or to amend these Rules and Regulations at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running or being completed as originally planned (for example, as a result of tampering or infection by a computer virus, or in the interest of the health and safety of participants) the Contest Administrator reserves the right to cancel the Contest.

32. The Contest Administrator, 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.

33. By entering and participating in this Contest, each entrant agrees to hold harmless the Contest Administrator, 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. The winner assumes 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.

34. The Contest Administrator, Prize Suppliers and their directors, officers, employees, agents, parents, subsidiaries, and assigns assume no liability for losses incurred as a result of a cancellation of the Contest or for any reason whatsoever or through the acts or defaults of any company or person providing a prize or for events occurring after the award of a prize. All such losses or expenses will be borne by each individual prize entrant. Decisions of the Contest Administrator regarding all aspects of the Contest are final.

35. The prize winner must comply with all applicable retailer requirements. The Contest Administrator and Prize Suppliers accept no responsibility for any lost, stolen, damaged or defective products.

36. 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 Administrator will be final.

37. The Contest Administrator respects 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 Administrator, 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 Administrator 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 Administrator.

38. Any questions about Trans Canada Trail's use of personal information may be directed to Trans Canada Trail's Communications team by email at communications@tctrail.ca or by mail at: 321 de la Commune West, Suite 300, Montreal, QC, H2Y 2E1.

39. 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 Administrator 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 Administrator 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.