



#ONTHETRAIL CONTEST RULES & REGULATIONS

GENERAL

1. The #OnTheTrail 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 October 10, 2023 (“Contest Opening Date”) and ends at 11:59 p.m., Eastern Standard Time, on December 10, 2023 (“Contest Closing Date”). All Contest entries must be submitted and received by Trans Canada Trail before the Drawing Date (see section “Selection of weekly prize and grand prize winners”). 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 or 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

6. To enter the Contest:
 - a. **Photograph Entry:** Submit a photograph that shows us how – and where – you get out #OnTheTrail, which will then be showcased on our #OnTheTrail interactive map, or share a photo on social media using the hashtag #OnTheTrail.
 - b. **Video Entry:** Share a video that shows us how – and where – you get out #OnTheTrail on social media using the hashtag #OnTheTrail.

Entries must be submitted by one of the following options:

- i. Via the #OnTheTrail photo submission form at tctrail.ca/made-to-be-on
- ii. Via social media, posted to Facebook, Instagram, X (formerly Twitter) or TikTok, and must use the hashtag #OnTheTrail

7. Contest Administrator 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 PRIZE(S)

9. The following prizes (and number of prizes) are available to be won during the Contest:

Weekly Prizes (18)

Note: An entrant may only win one (1) of the Weekly Prizes (set out below) per week.

- Nine (9) Trans Canada Trail prize packs, which each include: one pair of hiking socks from The Great Canadian Sox Co., one winter toque, one hiking buff, one baseball cap, one notebook, one tote bag and one water bottle, valued at C\$78.99 per prize pack
- Nine (9) Columbia Sportswear prize packs, which each include: one draw string bag, one water bottle, one stainless steel spoon/fork, one multitool and one hat, valued at C\$107.00 per prize pack

Grand Prize (1)

- One (1) Grand Prize pack, which includes the following:
 - Trans Canada Trail prize: two pairs of hiking socks from The Great Canadian Sox Co., one winter toque, one hiking buff, one baseball cap, one notebook and one tote bag, valued at C\$80.68
 - Columbia Sportswear prize: one backpack, one water bottle, one stainless steel spoon/fork, one multitool and one hat, valued at C\$162.00

Total Grand Prize value: C\$242.68

ENTRY AND CLAIMING PRIZES

10. To be eligible to enter the contest for a chance to win a Weekly Prize or the Grand Prize, entries must be submitted as follows:

- i. Via the #OnTheTrail photo submission form at tctrail.ca/made-to-be-on
- ii. Via social media, posted to Facebook, Instagram, X (formerly Twitter) or TikTok, and must use the hashtag #OnTheTrail

SELECTION OF WEEKLY PRIZE AND GRAND PRIZE WINNERS

Random draws will be conducted each week of the Contest from all eligible entries received before the draw is conducted. All draws for Weekly Prizes and Grand Prize will be conducted by Trans Canada Trail personnel at 12:00 p.m. Eastern Standard Time (E.S.T.) on the Draw Date set out below at the Trans Canada Trail office (321 de la Commune West, Suite 300, Montreal, QC, H2Y 2E1). A person is eligible to win only one Weekly Prize.

Contest Week	Draw Date	Submission Period	Draw Number	Prize
Week 1	Monday October 16, 2023	Between Tuesday October 10, 2023, 7:00 a.m. E.S.T. and Sunday October 15, 2023, 11:59 p.m. E.S.T.	Draw 1	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 2	One (1) Columbia Sportswear prize pack, value at C\$107.00
Week 2	Monday October 23, 2023	Between Monday October 16, 2023, 12:00 a.m. E.S.T. and Sunday October 22, 2023, 11:59 p.m. E.S.T.	Draw 3	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 4	One (1) Columbia Sportswear prize pack, value at C\$107.00
Week 3	Monday October 30, 2023	Between Monday October 23, 2023, 12:00 a.m. E.S.T. and Sunday October 29, 2023, 11:59 p.m. E.S.T.	Draw 5	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 6	One (1) Columbia Sportswear prize pack, value at C\$107.00

Week 4	Monday November 6, 2023	Between Monday October 30, 2023, 12:00 a.m. E.S.T. and Sunday November 5, 2023, 11:59 p.m. E.S.T.	Draw 7	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 8	One (1) Columbia Sportswear prize pack, value at C\$107.00
Week 5	Monday November 13, 2023	Between Monday November 6, 2023, 12:00 a.m. E.S.T. and Sunday November 12, 2023, 11:59 p.m. E.S.T.	Draw 9	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 10	One (1) Columbia Sportswear prize pack, value at C\$107.00
Week 6	Monday November 20, 2023	Between Monday November 13, 2023, 12:00 a.m. E.S.T. and Sunday November 19, 2023, 11:59 p.m. E.S.T.	Draw 11	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 12	One (1) Columbia Sportswear prize pack, value at C\$107.00
Week 7	Monday November 27, 2023	Between Monday November 20, 2023, 12:00 am E.S.T. and Sunday November 26, 2023, 11:59 p.m. E.S.T.	Draw 13	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 14	One (1) Columbia Sportswear prize pack, value at C\$107.00
Week 8	Monday December 4, 2023	Between Monday November 27, 2023, 12:00 a.m. E.S.T. and Sunday December 3, 2023, 11:59 p.m. E.S.T.	Draw 15	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 16	One (1) Columbia Sportswear prize pack, value at C\$107.00
Week 9	Monday December 11, 2023	Between Monday December 4, 2023, 12:00 a.m. E.S.T. and Sunday December 10, 2023, 11:59 p.m. E.S.T.	Draw 17	One (1) Trans Canada Trail prize pack, value at C\$78.99
			Draw 18	One (1) Columbia Sportswear prize pack, value at C\$107.00
Week 9	Monday December 11, 2023	Between Tuesday October 10, 2023, 7:00 a.m. E.S.T. and Sunday December 10, 2023, 11:59 p.m. E.S.T.	Draw 19	One (1) Grand Prize pack, value at C\$242.68

11. All entries are intended for the general public. Entrants are fully responsible for the photographs/videos they submit. Contest Administrator will not accept photographic/video entries that are offensive and reserve the right to disqualify, in their sole discretion, any photographic/video entries that contain, for example, racist, hateful, sexist, xenophobic, homophobic or pornographic content.

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

13. 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.

14. By entering and participating in the Contest, entrants consent to the use of entrant's photograph/video 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.

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

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

17. Selected entrants for the Weekly Prizes, or the Grand Prize will be notified by email, or by telephone no later than five (5) business days after the draw. 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 random draw from all remaining eligible entries following the same process.

18. 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.

19. The winner will receive no compensation, credit or prize 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.

20. 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.

21. 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)/video(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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22. Photographs/videos 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.

23. 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/video 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/video entry worldwide, by any means, without limitation.

24. The entrant of a photograph/video entry retains ownership over the photograph/video. 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 and perform, distribute and create compilations and derivative works or merchandise from the photographic/video entry to promote the Trans Canada Trail, the Contest and the Contest Administrator.

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

CHANCES OF WINNING

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

ADDITIONAL RULES

27. 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 and video entries and material to the Contest website or on social media. 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 video or photographic entry to the Contest.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

