



A Healthy Watershed for Everyone

# Hamilton Conservation Areas Photo Contest

## Contest Description & Official Rules and Regulations

### 1. AGREEMENT TO RULES

By participating, you (the “Entrant”) agree to be fully unconditionally bound by these Official Contest Rules (the “Rules”), and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decision of the Hamilton Conservation Authority (HCA), as final and binding as it relates to the content. HCA 2019 Hamilton Conservation Areas Photo Contest (the “Contest”) is subject to all federal, provincial, and local laws. Participation in this Contest is automatically deemed as acceptance of the Official Contest Rules.

### 2. CONTEST DESCRIPTION

This contest is open to all amateur photographers. Professional photographers are not eligible to enter. The intention of the 2019 Hamilton Conservation Authority (HCA) Conservation Areas Photo Contest is to showcase the unique aspects of Hamilton's Conservation Areas and expand on the current library of photographs that HCA uses to promote their many outdoor destinations and events.

Categories for the 2019 contest include: Recreation, Wildlife, and Nature.

This is a digital photo submission Contest where Entrants submit a “Photo”, which is defined as a digital .jpeg, .jpg, .gif or .png that most closely aligns to the theme. There is no limit to the amount an Entrant can enter the Contest. Photos may be submitted in one (1) or all categories.

### 3. ELIGIBILITY

The Contest is open to any amateur photographer who visits Conservation Areas in Hamilton. Professional photographers are not eligible to compete. Only those who are 19 years of age as of the date of entry and who sign up and submit a Photo through Contests online entry page are eligible. The Contest is only open to legal residents of the province of Ontario and is void where prohibited by law. Employees of HCA, Directors their respective affiliates, the Contest Judges, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. Entries are limited to individuals only. Commercial enterprises and business entities are not eligible to enter the Contest. The Contest is subject to all applicable federal, provincial and local laws and regulations. In the event it is discovered that an Entrant has entered the Contest without meeting the eligibility requirements, all the Entrant's entries will be void.

#### **4. CONTEST PERIOD**

Contest entries will be accepted online starting on or about **June 17, 2019 and ending on January 31, 2020**. All online entries must be received by **January 31, 2020, 11:59 p.m. EDT** (the "Submission Deadline"). HCA reserves the right to cancel or suspend this Contest in the event of any accident, printing, administrative, or other error of any kind without prior notice or obligation.

#### **5. HOW TO ENTER THE CONTEST**

The Contest must be entered by visiting **conservationhamilton.ca/photo-contest** and completing the online Contest entry form and submitting your photo(s) by uploading your Photo. Digital entries only will be accepted. Print entries will not be accepted. The Entrant's photo submission(s) do not have to be submitted all at once.

The Entrant must fulfill all the Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of HCA.

The Entrant may enter the Contest unlimited times, and must fill in the information requested each time. Any attempt by the Entrant to enter the Contest by other methods or otherwise attempt to circumvent the Rules will void the Entrant's entries and eligibility to win the prize and the Entrant will be disqualified from the Contest, and, at the sole discretion of HCA.

HCA its affiliates, advertising and promotion agencies, and the Contest Judges are not responsible for late, lost, misdirected, or delayed entries. Without limitation, HCA, its affiliates, advertising and promotion agencies, and the Contest Judges will not be liable for the failure of any entry or Photo to be received.

#### **6. SUBMISSION REQUIREMENTS**

##### **A. Original Creation**

- i) Photos must be original photos created by the Entrant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party proprietary rights, including privacy and publicity rights (except as expressly permitted below). Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all Photos must be suitable for a global, public audience.
- ii) HCA reserves the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria, to the intent, or to the substance of these Official Contest Rules.

##### **B. Consent/ Privacy**

- i) By submitting a Photo to the Contest, the Entrant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the Photo, and further affirms that he or she is prepared to provide reliable documentation to that effect upon request (or from the individuals' parent/legal guardian if any such individuals are

considered a minor in their country of residence). The Entrant further affirms that he or she has obtained the necessary rights, licenses, consents and permissions to use all material in the Photo. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the Photo at HCA's sole and absolute discretion. HCA recognizes no allowance for "fair use" of copyrighted material. In the event of any question or difference of view regarding compliance with, interpretation, or application of these Submission Requirements or other provisions of these Official Contest Rules, HCA reserves the exclusive right to resolve such questions or differences of view in their sole discretion. For a sample consent form visit <http://tourismhamilton.com/wp-content/uploads/2017/05/Permission-Form.pdf>

### C. Content

- i) Photo submissions must not contain content or images that can be considered obscene, sexually explicit, depict nudity, are profane, depict graphic violence, incite violence, or depict or incite illegal actions.. Submissions also must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to the HCA, its partners, or to groups, individuals or institutions. Determination of what is allowable content is at sole discretion of the HCA.
- ii) The welfare of a subject and its environment must be placed ahead of the desire to capture a photograph. Recordings, baiting, or other means of attracting wildlife are not permitted. Upon entering the contest, entrants certify that subjects were treated with respect and dignity, and that no people, wildlife or the environment were harmed in creating a photograph.

### D. Photo Submission

- i) Entries can be uploaded electronically as .jpeg, .jpg, .gif or .png files at **conservationhamilton.ca/photo-contest**
- ii) Digital files must be 300dpi and at least 1600 pixels wide and 1600 pixels tall.  
**Maximum of 12MB.**

### E. Photo Editing

- i) Colour correction and tonal cast changes are acceptable; compositional changes, as well as added watermarks or signatures will result in automatic disqualification.
- ii) Nothing in the photographs (people, animals, scenery, objects, etc.) may be altered, removed, augmented or rearranged.
- iii) If the Contest photograph has been retouched as stated above, it will be immediately disqualified. Entries that do not meet technical requirements will be automatically rejected. If a photo is chosen as a winner, all original material, including digital capture files, must be made available to HCA, as a condition of receiving a prize.

## 7. PRIZES

The person submitting the photo will be considered the Contestant and will be the only person eligible to compete for the prize. In order to be eligible to win the prize, you must provide accurate and complete information. Limit of one (1) prize per person or

household. All prizes must be accepted as awarded, and are not convertible to cash. Prizes may not be exactly as shown.

The grand prize winner for the contest will win \$500 gift card for a local camera retailer and receive an HCA Nature's Reward Membership Pass. One prize in total will be awarded.

Each of the first place winning submissions in the three (3) categories will win a \$250 Gift card for Hamilton Conservation Authority and receive an HCA Membership Pass. Three prizes in total will be awarded. Each of the second place submissions in the three (3) categories will win an HCA Membership Pass. Three prizes in total will be awarded.

HCA Membership Passes may be awarded as deemed by the contest administrators.

Under no circumstances will HCA, its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies be required to award more prizes than what is indicated in these rules or award the prizes other than in accordance with these rules.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the HCA. HCA reserves the right to substitute a prize or a prize component with one of equal or greater quality/value. No cash or other prize substitution permitted except at the Hamilton Conservation Authority's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, provincial, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of a prize constitutes permission for the Hamilton Conservation Authority to use winner's name, likeness, and photo entry for purposes of advertising without further compensation, unless prohibited by law. The person submitting the photo will be considered the Entrant and will be the only person eligible to compete for the prize. In order to be eligible to win a prize, the Entrant must provide accurate and complete information. Limit of one (1) prize may be awarded per Entrant. All prizes must be accepted as awarded. No substitutions except at the Hamilton Conservation Authority's discretion. HCA reserves the right to substitute a prize or a prize component with one of equal or greater quality/value.

## **8. FINALIST AND WINNER SELECTION**

A qualified panel of judges appointed by HCA (the "Contest Judges") will judge all photos submitted on the basis of adherence to Theme and Relevance (i.e., the ability to motivate permissible visitation/exploration of the HCA Areas), Creativity and Originality, and Photo Quality.

All judging criteria will be weighed equally on a scale of one (1) to five (5). In the event of a tie, the photo with the highest score in Adherence to Theme and Relevance will be selected as a finalist. Any entry that scores below a two (2) in any of the aforementioned categories will automatically be disqualified.

Photos which are illegal, defamatory, in any way obscene, or depict unsafe or non-permissible activity, all as determined solely by the HCA, will be disqualified.

Using the aforementioned criteria the Contest Judges will select ten (10) finalists (five (5) finalists for each category) – variable based on number of submissions. All Entrants selected as finalists will be contacted by HCA. If an Entrant has not been contacted, they may assume their entry has not been chosen as a finalist.

The winners will be chosen from the selected finalists the decisions of the Contest Judges with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal.

## **9. ODDS**

Odds of an Entrant's Photo being selected by the Contest Judges as a finalist or winner depend on the number of eligible entries and the caliber of entries received.

## **10. FINALIST AND WINNER NOTIFICATION**

Finalists will be notified within fifteen (15) calendar days following the finalist selection via email at the contact information provided in the Contest form.

Winners will be notified within fifteen (15) calendar days following the winner selection via email at the contact information provided in the Contest form.

HCA shall have no liability for a finalist or winner's failure to receive notices due to finalist or winners' spam, junk email or other security settings or for finalist or winners' provision of incorrect or otherwise nonfunctioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within thirty (30) business days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner may be selected.

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and provincial laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT HCA SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

## **11. PRIZE PICK UP**

Selected winners will be required to sign and return a standard Declaration, Liability and Publicity Release, releasing HCA, prize suppliers, and their respective advertising and promotional agencies, and the Contest judges, from any all liability arising directly or indirectly from this Contest, participation in Contest related activities, the awarding of a prize, and the use or misuse of any prize. Winners and Finalists must pick up prizes within thirty (30) business days from the time award notification.

## **12. RIGHTS GRANTED BY YOU**

By entering this Contest you understand that HCA, anyone acting on behalf of the HCA or its respective successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, your photo submissions, the finalist and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. By entering the Contest, you grant the HCA irrevocable, perpetual, worldwide non-exclusive license and rights of the photo(s) you have submitted and the right in perpetuity to publish and use your submitted Photo, as is or in an altered form as may be edited by the HCA at its sole discretion, in any media, worldwide in perpetuity.

## **13. TERMS**

HCA reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, the HCA may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the HCA. HCA reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Rules.

HCA, has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an Entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, HCA reserves the right to seek damages from any such person to the fullest extent permitted by law.

## **14. LIMITATION OF LIABILITY**

By entering you agree to release and hold harmless HCA and its officials, officers, directors, employees, agents, affiliates, and representatives from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such Entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized

human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

#### **15. DISPUTES**

THIS CONTEST IS GOVERNED BY THE LAWS OF CANADA AND ONTARIO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, the Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having jurisdiction. Further, in any such dispute, under no circumstances will the Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable lawyers' fees, other than the Entrant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and the Entrant further waives all rights to have damages multiplied or increased.

#### **16. PRIVACY POLICY**

Information submitted with an entry is subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and the Personal Information Protection and Electronic Documents Act, 2000, c. 5. as well as HCAs obligations thereunder.

#### **17. WINNERS LIST**

To obtain a copy of the winners' name or a copy of these Official Contest Rules, email or mail your request to:

Hamilton Conservation Authority

Att: Marketing & Communications

838 Mineral Springs Road

Ancaster, Ontario

L9G 4X1

905-525-2181

[nature@conservationhamilton.ca](mailto:nature@conservationhamilton.ca)

#### **18. CONTEST ORGANIZER**

The organizer of the Contest is Hamilton Conservation Authority:

838 Mineral Springs Road, Ancaster, Ontario, L9G 4X1