

## **The SWSE Photo & Video Contest 2023 Rules**

### **1. CONTEST PERIOD:**

The SWSE Photo & Video Contest 2023 (the "Contest") is sponsored by YMCA of Greater Toronto (the "Sponsor"). The Contest begins on July 3, 2023 at 1:00 pm Eastern Time ("ET") and ends on August 13, 2023 at 11:59 pm ET (the "Contest Period"). By participating in this Contest, you agree that you have read and understand these Official Rules and Regulations (the "Rules") and agree to be bound by these Rules.

### **2. ELIGIBILITY:**

The Contest is open only to legal residents who are part of the Summer Work Student Exchange (SWSE) program in 2023, of all provinces and territories of Canada who have reached the age of sixteen or seventeen in his or her or their province or territory of residence at the time of his or her or their contest entry, except employees, officers, directors, representatives, agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent companies, subsidiaries, affiliates, prize suppliers, dealers, advertising/promotion agencies and any other entity involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the "Contest Parties").

### **3. HOW TO ENTER:**

NO PURCHASE NECESSARY. To enter the Contest, you must submit a picture or video taken during the 2023 SWSE program in a post on Instagram using the hashtag #SWSEExplore ("Contest Post") during the Contest Period. You will be able to post multiple Contest Posts per day during the Contest Period. For each Contest Post, you will receive one (1) entry to the Contest (an "Entry"). To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period (as determined by the Sponsor in its sole and absolute discretion on the basis of its official records).

### **4. LIMITS:**

There is a limit of one (1) Instagram account per person during the Contest Period. For greater certainty and the avoidance of any doubt, you can only use one (1) Instagram account and associated e-mail address to enter the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in the Rules; and/or (ii) use multiple names, identities, email addresses, Instagram accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received in accordance with these Rules during the Contest Period. The



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Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

Each Entry must meet the following additional "**Entry Requirements**": (i) the Entry must be the submitting entrant's original, previously unpublished work and not include any material owned or controlled by third parties (including without limitation, third party copyrighted material); (ii) the entrant must provide upon request all appropriate clearances, permissions, and releases for the Entry (in the event an entrant cannot provide all required releases, the Sponsor reserve the right, in its sole discretion, to disqualify the applicable Entry, or seek to secure the releases and clearances YMCA of Greater Toronto 90 Eglinton Ave E, Unit 300, Toronto, Ontario, M4P 2Y3 416-928-9622 [ymcagta.org](http://ymcagta.org) for Sponsor's benefit, or allow the applicable Entry to remain in the Contest); and (iii) the Entry must not include any content that is obscene, pornographic, libelous, or otherwise objectionable. Any Entry that, in Sponsor's good faith judgment, violates the Entry Requirements will be disqualified. No substitutions of new versions of Entries will be accepted under any circumstances once the original Entry is submitted for consideration. Any Entry that is considered by the Sponsor, in its sole and absolute discretion, to be obscene, pornographic, libelous, hate speech, or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry.

#### **5. VERIFICATIONS:**

All Entries and any other type of information in any way connected to this Contest (collectively, "Contest-related Information") are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

Disposable Instagram Accounts cannot be used for the purposes of this Contest. The Sponsor is not responsible for any lost, late, incomplete, invalid, unintelligible or misdirected Contest-related Information, which will be disqualified. In the event of a dispute as to who has submitted any Entry, the authorized account holder of the Instagram Account used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an Instagram Account by an Internet access provider, online service provider or other organization responsible for assigning Instagram accounts for the domain associated with the submitted address. A potential winner may be required to show proof of being the applicable authorized account holder associated with the Entry in question. All Contest-related Information is the sole and exclusive property of Sponsor. For greater certainty, all Entries

remain the sole and exclusive property of the Sponsor and can be revoked or invalidated by the Sponsor at any time and for any reason, and entrants will not be granted any type of

rights (including without limitation property rights) to the Entries. Each entrant (and the entrant's parent or legal guardian, on behalf of the entrant, where the entrant is under the age of majority in their province or territory at the time of submitting an Entry) hereby waives any and all moral rights it may have in its posts submitted, including all Contest-related Information and grants to Sponsor a non-exclusive, royalty-free, perpetual, non-revocable license and right to reproduce, use and/or edit all Contest-related Information submitted (or portions thereof, including any writings, photographs or drawings) in any manner, including posting or reposting on Instagram, or other social media, and no such posting or other use shall entitle the entrant submitting such post (including any photo) to any compensation of any kind whatsoever. The Sponsor reserves the right to contact any registrant whose Instagram Account is submitted as part of this Contest for the purpose of administering this Contest.

## **6. THE PRIZES:**

Each entrant shall be eligible to win only one (1) prize. There will be four (4) prizes, "Prize 1", "Prize 2", "Prize 3", and "Prize 4" (the "Prizes") available to be won for the Contest (each a "Prize"). Prize 1 is a Cineplex gift card. Prize 1 has an approximate retail value of \$50 CAD. Prize 2 is an Amazon gift card. Prize 2 has an approximate retail value of \$50 CAD. Prize 3 is an Uber Eats gift card. Prize 3 has an approximate retail value of \$50 CAD. Prize 4 is a Master Card gift card. Prize 4 has an approximate retail value of \$50 CAD, for a total prize approximate retail value of \$200.00 CAD.

Without limiting the foregoing, the following terms and conditions apply to the Prizes: a) the Prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); b) no substitutions except at Sponsor's option; c) the Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award; d) all characteristics and features of the Prizes (except as otherwise explicitly stated above) are at the Sponsor's sole and absolute discretion; and e) all costs not expressly stated above as included in a Prize are the applicable winner's sole responsibility. Limit of one (1) Prize per person and per Instagram account.

**IMPORTANT NOTE:** If any of the products or merchandise part of a Prize, arrives broken, later breaks or is defective, neither of Contest Parties and their respective affiliates, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Releasees") will not be liable or be required to replace it.

## **7. SELECTION OF WINNERS:**

The Sponsor (or its designee) will select winners as indicated below:

- Entrant(s) will be selected as a potential winner(s) by a panel of judges comprised of representatives of the Sponsor, based on the following criteria: Creativity/Originality of Entry Material (34%), Quality of Entry Material (33%), and Relevance of Entry Material to Contest theme (33%) (the "Criteria").

The winner(s) will be selected at 12:00PM ET each Monday following the Contest's Theme announcement (the "Winner Announcement Date") and announced via the YMCA Exchanges' Instagram, Facebook and Twitter pages from among all eligible Entries received in accordance with these Rules during the Contest Period. The odds of winning a Prize depend on the number of eligible Entries received in accordance with these Rules during the Contest Period.

## **8. NOTIFICATION AND CONFIRMATION:**

The Sponsor or its designated representative(s) will make a minimum of three (3) attempts to contact each potential Prize winner (by email using the information provided at the time of entry or through direct message via Instagram) within three (3) business days of the Winner Announcement Date. If a selected entrant cannot be contacted within three (3) business days of the Winner Announcement Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserve the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each potential Prize winner will be required to: (a) sign and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize as awarded; (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releases") from any and all liability in connection with this Contest, his/her/their participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her/their name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If a selected entrant: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

## **9. GENERAL CONDITIONS:**

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects

of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

By participating in the Contest, entrants agree to release, discharge, defend and hold harmless the Releasees as well as well as Facebook, Twitter and Instagram from and against any and all claims, causes of action, demands, losses, injuries, damages, liabilities, expenses and costs (including, without limitation, reasonable legal fees and expenses), and obligations of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exists, which the entrant or any other person may suffer or incur arising out of, related to, or connected with the Contest, participation in the Contest or any related activity, or the acceptance, possession, use or misuse of the Prize. To the fullest extent permitted by law, the Releasees will not be liable for: (i) any technical malfunction or other problems relating to the Sponsor's website, Instagram page on which the contest is hosted or computer networks, online systems, servers, access providers, computer equipment or software; (ii) the failure of any Entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iii) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (iv) any combination of the above.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. You understand that you are providing your information to the Sponsor and not to Facebook, Twitter or Instagram.

The Sponsor reserve the right, at its sole discretion, to amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in their sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor, at its sole and absolute discretion, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

**NOTE TO MINORS:** Entrants who are under the age of majority in their province or territory at the time of submitting an Entry to the Contest must have the permission/approval of their parent or legal guardian to submit an Entry and participate in this Contest. The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis to contact the minor's parent/legal guardian for the purposes of verifying his/her/their: (i) agreement to be legally bound by these Rules; (ii) consent to the minor's participation in this Contest; and/or (iii) consent to the collection of the minor's personal information if they are under the age of majority in their province or territory at the time of submitting an Entry. Failure of the minor's parent/legal guardian to complete any of the steps noted above to the satisfaction of the Sponsor may, in its sole and absolute discretion, result in disqualification of the minor and of his/her/their Entry.

By entering this Contest, each entrant (and the entrant's parent or legal guardian where the entrant is under the age of majority in their province or territory at the time of submitting an Entry) expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted at the time of entry for the purpose of administering the Contest, unless the entrant (and the entrant's parent or legal guardian

where the entrant is under the age of majority in their province or territory at the time of submitting an Entry) agree otherwise, and in accordance with the YMCA's privacy policy (available at: [ymcagta.org/privacy](http://ymcagta.org/privacy)). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information. The Sponsor reserves the right, at its sole discretion, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: any website and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by applicable law.

To request the names of the winners, send an e-mail with subject line: "The SWSE Photo & Video Contest 2023" to [info-swse@ymcagta.org](mailto:info-swse@ymcagta.org)