



PARTICIPANT PHOTO CONTEST OFFICIAL RULES

The Participant Photo Contest (the “Explorica 2019 Photo Contest”) begins at 12:01 a.m. EST on March 1, 2019 (the “Contest Start Date”) and ends at 11:59 p.m. EST August 15, 2019 (the “Contest End Date”) (such period referred to herein as the “Contest Period”). The Contest is sponsored by Explorica Canada, Inc. (the “Contest Sponsor”).

1. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Participants may enter the Contest by participating in an educational tour operated by Contest Sponsor, and taking and submitting one or more photographs (the “Photographs”) showcasing you and your fellow tour participants experiencing the culture of your tour destination(s).

No more than seven Photographs may be submitted by any participant. The Contest Sponsor reserves the right to disqualify any participant who submits more than seven Photographs, in Contest Sponsor’s sole discretion. Participation in the Contest is voluntary and does not require you to purchase anything from the Contest Sponsor. No illegible, incomplete or forged entries will be accepted. All entries become the property of the Contest Sponsor and will not be returned. By participating in the Contest, you hereby assign, and will assign, to Contest Sponsor all of your right, title and interest in the Photographs. For clarity and without limitation, Contest Sponsor may reproduce, modify, display and otherwise use the Photographs for promotional purposes in any medium without additional compensation.

2. PRIZES: There are two (2) prizes available to be won in Canada (excluding Quebec)

Most Scenic Picture: \$500 Apple Watch (1 winner)

Best Group Picture: \$500 Apple Watch (1 winner)

Odds of winning are affected by the number of eligible entries received by the Contest End Date. The total retail value of all prizes is \$1,000. Allow 3-4 weeks after validation of arrangement for receipt of prize. Only one prize will be rewarded for each category. The winners will be solely responsible for all other expenses not specifically set forth herein.

Participants may submit their Photographs by using the website www.explorica.ca/photo.

Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Contest Sponsor is responsible only for prize delivery. In order to receive a prize, the winners may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winners.

3. **ELIGIBILITY:**

Participant Eligibility. The Contest is only open to legal residents of Canada (excluding Quebec) who led or participated in an Explorica educational tour between February 9, 2019 and August 15, 2019. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Contest Sponsor and warrants that she/he is eligible to participate in the Contest. Employees, independent contractors, representatives, agents, officers, and directors of the Contest Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. **THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to all applicable federal, provincial and municipal laws and regulations.

Photograph Eligibility. In order to be eligible for the Contest, Photographs that are submitted in connection with the Contest will only be eligible if such Photographs (a) feature you or your tour participants experiencing a tour destination's culture at a location visited during your tour; (b) are in color; (c) are submitted during the Contest Period; (d) contain only the original content of the participant; and (e) do not contain content that is unlawful, hateful or obscene, in the Contest Sponsor's sole discretion. **Minors:** All entrants who are minors in their province or territory of residence must obtain permission from their parent or legal guardian to participate in the Contest. In such cases, the parent or legal guardian will be deemed to be the entrant who must comply with all Contest requirements set forth herein and who may accept the prize on behalf of the minor winner.

Submission Conditions: The Contest Sponsor may, in its sole discretion, elect to use, in whole or in part, any submission materials (i.e. Photographs) submitted into this Contest for its own future advertising and/or promotional activities, without notice or compensation and any entrant submitting such materials forfeits any further copyright or similar claims to same. Each entrant warrants to the Contest Sponsor and its parent and affiliate companies that his/her submission materials do not contravene or infringe on anyone else's copyright or other intellectual property. Submission materials must not:

- a. contain defamatory words/statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group);
- b. threaten any person, place, business, or group;
- c. disparage persons or organizations associated with the Contest Sponsors;
- d. invade privacy or other rights of any person, firm, or entity;
- e. contain material that is in any way unlawful, in violation of or contrary to all applicable federal, provincial or municipal laws and regulations where the submission is created;
- f. contain material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous; and
- g. reference any persons or organizations without their prior express written permission.

The Contest Sponsor reserves the right, in its sole discretion, to (a) revise the submission materials, or request the entrants to revise and resubmit the submission materials in order to make such submission materials compliant with these submission conditions, (b) remove any submission materials which are deemed inappropriate according to the Contest Sponsor; and (c) disqualify any individual who is found: (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Official Rules; or (iii) to be acting in an un-sportsmanlike or disruptive manner; (iv) to be in violation of any of the submission conditions specified above; or (iv) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Contest Sponsor's sole discretion.

Prior to posting any submission materials (i.e. Photographs) that depict a person that is under the age of majority in their province or territory of residence, an entrant is responsible for seeking the permission of each depicted minor person and their parent or legal guardian.

The Contest Sponsor will consider only those Photographs that meet all of these criteria, in the sole discretion of the Contest Sponsor. The Contest Sponsor reserves the right, in its sole discretion, to disqualify Photographs which Contest Sponsor determines at any time in its sole judgment to fail to meet any of these criteria.

4. SELECTION OF WINNERS:

The Contest Sponsor will select the winning Photographs from among all eligible entries. The Contest Sponsor will judge the Photographs based on image composition, image resolution and overall quality, image candidness, significance of content, originality, creativity, and overall presentation, among such other criteria as Contest Sponsor may consider in its sole discretion. Winner selection shall be made in the Contest Sponsor's sole and absolute discretion.

The winners will be notified by e-mail using the information provided when the participant signed up for the Contest Sponsor's education tour, within 30 days of the date the winners are selected. Such notification shall include instructions for proper acceptance of the prizes by the winners. In the event a potential winner does not accept a prize, is ineligible, is not reached within one week of the first attempt to contact, or the prize or prize notification is not deliverable, an alternate winner may be selected based on the next highest scoring Photograph as determined by the Judges. The Contest Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a winner. The winners agree to Contest Sponsor's use of their name, address, likeness, and prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the winners may be required to sign and return a Declaration of Eligibility Release of Liability, and Publicity Release.

5. CONDITIONS:

The Contest Sponsor, and its agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "**Representative Persons**") are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible Photographs/entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Contest Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (vi) any printing or typographical errors in any materials associated with the Contest.

By participating in the Contest, participants and winners agree to release, discharge and hold harmless the Contest Sponsor, and its agents, directors, officers, shareholders, employees, insurers, servants, parents, divisions, subsidiaries, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity.

6. TERMINATION/MODIFICATION: The Contest Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Official Rules or administration of the Contest in whole or in part without prior notice and with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, computer virus, tampering, fraud, unauthorized human intervention, corruption of security of the Contest or other causes beyond the control of the Contest Sponsor that may corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such event, the Contest Sponsor may select (a) winner(s) from among all eligible entries received up to the time of cancellation, termination or suspension.

7. RELEASE: By participating in the Contest, participants and winners agree to release, discharge and hold harmless the Contest Sponsor, the Representative Persons and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity.

8. **CONSTRUCTION**: This Promotion and its Official Rules shall be governed by Ontario law and all Promotion entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Promotion, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

9. **WINNERS LIST**: The contest winners will be presented online at www.explorica.ca/blog on September 3, 2019, and for 90 days thereafter. A copy of these Official Rules will be available online at www.explorica.ca/photo throughout the duration of this contest.

10. **CONTEST SPONSOR**:

Explorica Canada, Inc
Participant Photo Contest
3080 Yonge Street, Suite 5052
M4N 3N1

11. **NOTICE**: The Contest Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

12. Copyright © 2019 Explorica, Inc. All rights reserved. Explorica and the associated logo are trademarks of Explorica, Inc. Any other trademarks in these Official Rules are used for prize identification or entry submission purposes ONLY and are the properties of their respective owners.