

# #BCplants

## Contest Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### **1. Eligibility:**

#BCplants 'Plant to Win' Photo Contest (the "Contest") is open only to legal residents British Columbia are at least eighteen (18) years old at the time of entry and who did not purchase any equipment for the purposes of entering this Contest. Employees, officers and directors of Sponsor, and any of their respective parent companies, subsidiaries and affiliates, distributors, dealerships, advertising agencies, and companies involved in the implementation and execution of the Contest (collectively, "Contest Entities") and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Contest. Void where prohibited or restricted by law. All federal, provincial and local laws apply.

### **2. Sponsor:**

BC Landscape and Nursery Association, 102-19289 Langley Bypass, Surrey, BC V3S 6K1

### **3. Agreement to Official Rules:**

Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

By entering, you accept and agree to these Official Rules, including, but not limited to, your consent to receive communication, including but not limited to e-mail messages, from the Contest Entities solely in connection with the Contest. The decisions of Sponsor (as defined below) shall be final and binding in all respects relating to this Contest. The authorized account holder (the natural person assigned to Facebook, Twitter, and/or Instagram account for the username associated with the submitted account) will be deemed to be the entrant. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein, and failure to comply with these Official Rules may result in disqualification from the Contest at Sponsor's sole discretion. Entrants and/or potential winner may be required to provide proof of identification and eligibility as required by Sponsor.

#### **4. Timing:**

The Contest begins on February 22, 2017 at 4 p.m. Pacific Standard Time ("PST"), ends on June 4th, 2017 at 11:59 p.m. PST (the "Contest Period") and consists of one grand prize.

#### **Grand Prize – Entry Period & Winner Announcement**

- Entry Period: February 22, 2017 to June 4th, 2017
- Winner Announcement: June 7<sup>th</sup>, 2017

Sponsor's computer is the official time-keeping device for the Contest.

## **5. How to Enter:**

To participate in this contest you must have a Twitter account, Facebook account, or an Instagram account (herein "Accounts"). Your Account settings must allow for all of your posts to be public and thus viewable by the Sponsor and its agents. If you do not have an Account, you can create one for free by visiting [www.twitter.com](http://www.twitter.com), [www.facebook.com](http://www.facebook.com), or [www.instagram.com](http://www.instagram.com). Each Account is subject to its Terms of Use: <http://twitter.com/tos>, <http://www.facebook.com/legal/terms>, and <http://instagram.com/about/legal/terms/>. Posting on Instagram requires a mobile device and therefore message and data rates may apply. During the Contest Period, Post on Instagram, Post on Facebook, or Tweet on Twitter a picture or video of you Planting Something and include hashtag "#BCplants". By Tweeting or Posting your Submission, you agree that your Submission conforms to the Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

### **Photo and Video Guidelines:**

- The Submission must be in English;

### **Content Restrictions:**

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the Contest;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any province where Submission is created.

Limit: Each entrant may upload one (1) Submission per day during the Contest Period.

Submissions received from any person or Account in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void.

Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide

basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

## **6. Winner Determination:**

Winners will be determined by a panel of qualified judges determined by Sponsor in its sole discretion based on the following judging criteria ("Judging Criteria"):

- **Creativity/Originality:** including the use of plants in the photograph. Submissions that do not include a plant in the submission will be disqualified. (30%)
- **Engagement:** Based on Twitter, Facebook, and Instagram users' genuine feedback, including positive comments, and the number of times your Submission gets "Liked," "Favorited," "Retweeted," or "Shared" during the Promotion Period, as determined by Sponsor in its sole discretion. (60%)
- **Image Capture of a Pollinator:** Points will be awarded to submissions that include a bee, butterfly or hummingbird. If a pollinator is not present in the submission, points will not be awarded for this section. (10%)

The Entrant with the highest score for each applicable Entry Period based on the Judging Criteria will be deemed a potential Grand Prize winner. In the event of a tie, the entrant whose Submission received the highest score for Creativity/Originality as determined by the qualified

judges, in their sole discretion, will be deemed the potential winner for that applicable Entry Period.

## **7. Winner Requirements:**

Potential winners will be notified by Sponsor through the Account from which you entered on or around the dates listed in the chart in Section 3. Sponsor will provide further instructions necessary to claim the prize at that time.

Prizes are non-assignable and nontransferable. No substitutions allowed, except that prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Winners may be required to complete an affidavit of eligibility and a liability and publicity release (except where prohibited by law) which must be returned within five (5) days of date of email transmission. Failure to sign and return the affidavit or release within five (5) days, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to an alternate winner.

If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Subsequent alternate winners will be determined, in Sponsor's sole discretion, until the applicable prize is awarded. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, province, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now

known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

## **8. Prizes:**

### **GRAND PRIZES:**

One (1) unique winner will be selected to be the recipients of one (1) grand prize. The grand prizes consist of a wheelbarrow full of gardening related merchandised valued at two hundred and fifty dollars (\$250) retail. Recipients of prior contests will be disqualified from winning the grand prize.

## **9. Release:**

By receipt of any prize, winners agree to release and hold harmless the Sponsor, Administrator and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

## **10. General Conditions:**

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above.

Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **11. Limitations of Liability:**

Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize.

Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

## **12. Disputes:**

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia without giving effect to any choice of law or conflict of law rules (whether of the Province of British Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of British Columbia.

## **13. Entrant's Personal Information:**

Information collected from entrant is subject to Sponsor's Privacy Policy.