

KINDNESS CAMPAIGN PHOTO CONTEST (“Contest”)

this contest is open to RESIDENTS OF CANADA (AGE OF MAJORITY) and is GOVERNED by Canadian law.

1. CONTEST PERIOD:

Contest begins on March 15, 2021 at 12:00:00 a.m. Eastern Daylight Savings Time (PST) and ends on April 9th at 11:59:59 p.m. PST(the “**Contest Period**”)

2. ELIGIBILITY:

Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except the executive members of the Twin Rivers Community Choir (“**Sponsor**”).

The above are referred to in these official rules as “**Eligible Contestant(s)**”.

3. HOW TO ENTER:

No purchase necessary.

A) Post a Photo of An Act of Kindness:

Eligible Contestants who during the Contest Period post one (1) photo as an entry to the Contest on Sponsor’s website page at <https://www.twinriverschoir.com/photo-contest>, (“**Website**”), will automatically receive one (1) entry into the Contest.

Entries are to be a digital photograph and submitted electronically online via the Sponsor’s Photo Submission Form (found on <https://www.twinriverschoir.com/photo-contest>). Your photo (“**Photo**”) must be in accordance with the specific requirements of Rule 4 below, and must depict, describe and/or discuss An Act of Kindness.

Photographs entered must not have been previously published. Entrants may enter the Contest up to 5 times.

B) Entry Conditions:

Entries are hereinafter referred to as “**Entry**” or “**Entries**”. There is a limit of five (5) Entries per Eligible Contestant.

To be eligible, your Entry must be received within the Contest Period. All eligible Entries will be entered into the random prize draw (see Rule 6).

Each Eligible Contestant that submits an entry in compliance with these Rules is eligible to win the Prize (defined below).

Without limiting any other portion of these Rules, Sponsor reserves the right, in its sole discretion, to disqualify any entrant should entrant's registration be incomplete, not meet all requirements of these official Rules, or contains inappropriate or offensive content. 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 use multiple names, Facebook accounts, identities, email addresses 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 is not fully completed with all required information and submitted and received in accordance with these Rules during the Contest Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

3. SUBMISSION REQUIREMENTS:

By submitting An entry, EACH entrant agrees that the Entry complies with all conditions stated in these Rules. The contest parties will bear no legal liability, expressed or implied, regarding the use of the Entry by the CONTEST PARTIES and THE contest parties SHALL BE HELD HARMLESS BY AN ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE RULES.

Your submitted Photo must never have been previously exhibited publicly outside of this Contest or selected as a winner in any other contest. To be eligible for entry in this Contest, the Photo must meet the following specific requirements:

Type	Maximum Length/Size/Amount	Acceptable Formats
Photo	1 Photo (up to 15 MB)	.jpg

Content alteration of digital files is not acceptable; including combining multiple photos, and tonal or colour corrections. Borders, frames, text or other graphic treatments are not permitted.

By participating in the Contest, each entrant agrees to be bound by these Official Rules (the “**Rules**”) and by the interpretation of these Rules by the Sponsor, and further warrants and represents that his/her Photo:

1. is original to him/her and that the entrant has all necessary rights (including, without limitation, consent of the photographer) in and to the Photo to enter the Contest;

2. does not violate any law, statute, ordinance or regulation;
3. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence (Note: if you cannot obtain the consent of an individual appearing in your Photo, then his/her face must be blurred out);
4. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:
 - a) Nudity;
 - b) Explicit, graphic or excessive sexual activity;
 - c) Crude, vulgar or offensive language and/or symbols;
 - d) Derogatory characterizations of any ethnic, racial, sexual or religious groups;
 - e) Content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;
 - f) Personal information of individuals, including without limitation, names and addresses (physical or e-mail);
 - g) Conduct or other activities in violation of these Rules;
 - h) Commercial messages, comparisons or solicitations for products or services other than those of Sponsor;
 - i) Any identifiable third party products and/or trade-marks, brands or logos. For example, any clothing worn by persons appearing in a Photo must not contain any visible logos, trade-marks or other third party materials, unless the necessary permissions/licenses have been obtained; and
 - j) Any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor and/or the Contest Parties in their sole discretion.

Any Photo that the Sponsor deems, in its sole discretion, to violate the terms and conditions set forth in these Rules may be removed from the Website. The Sponsor reserves the right, in its sole discretion, to edit or modify any Photo, or to request an entrant to modify or edit his/her Photo, in order to ensure that the Photo complies with these Rules, or for any other reason.

By entering the Contest and submitting the Photo, each entrant: (i) grants to the Sponsor, in perpetuity, a world-wide, non-exclusive license to publish, display, reproduce, modify, edit or otherwise use the Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Photo in favour of the Sponsor; and (iii) agrees to release and hold harmless the Sponsor and/or Contest Parties and each of their

respective agents, employees, directors, successors, and assigns against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action. For greater certainty, the Sponsor and/or the Contest Parties reserve the right, in its/their sole discretion, to modify, edit or remove any Entry, or to request an entrant to modify or edit his/her Entry, if a complaint is received with respect to the Entry, or for any other reason.

5. THE PRIZE AND APPROXIMATE RETAIL VALUE:

At the start of the Contest, there will be one (1) prize available to be won. The prize consists of \$100.00 CDN (the “**Prize**”). The Prize must be accepted as awarded. No substitutions except at Sponsor’s option. Prize will only be awarded to the confirmed winner.

6. RANDOM PRIZE DRAW AND WINNER SELECTION:

In Castlegar, British Columbia on Friday, April 30, 2021 (the “**Draw Date**”), one (1) eligible entrant will be selected by random draw from among all eligible Entries received during the Contest Period. The odds of winning depend on the number of eligible Entries received during the Contest Period.

7. WINNER NOTIFICATION PROCESS:

The Sponsor will make three (3) attempts to contact the selected entrant by email and/or telephone (using information available at the time of the draw) within five (10) days of the Draw Date. If the selected entrant cannot be contacted within three (3) attempts or five (10) days of the Draw Date (whichever occurs first), or there is a return of any notification as undeliverable; then the selected entrant will be disqualified and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

Before being declared a winner, the selected entrant will be required to correctly answer a mathematical skill-testing question without mechanical or other aid, which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means or by telephone.

Upon acceptance of the Prize, the winner acknowledges acceptance of the Prize (as awarded) and releases the Sponsor and/or Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and agrees to the publication, reproduction and/or other use of his/her name and province of residence, without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If the selected entrant: a) fails to correctly answer the skill-testing question; b) cannot accept (or is unwilling to accept) the 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 Prize) and Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

8. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. The Sponsor assumes no responsibility for lost, delayed, incomplete, incompatible or misdirected Entries. 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 Eligible Contestants and/or entrants.

The Sponsor will not be liable for any technical failure during the Contest Period; for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; for the failure of any Entry to be received by the Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the internet or at any website or Facebook; or any combination of the above. Further, the Sponsor will not be liable for any injury or damage to an entrant's Eligible Contestant's or any other person's or business' computer related to or resulting from participating, registration or downloading any material in the Contest.

All Entries are subject to verification. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) of an Eligible Contestant to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw or amend 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 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, with the consent of the Régie, reserves the right to cancel or suspend this Contest, or to amend these Rules without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics 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.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant (on his/her own behalf) expressly consents to the Sponsor, its agents and/or representatives storing, sharing and using the personal information submitted by the entrant for the purpose of administering the Contest and in accordance with Sponsor's privacy policy. The Contest winner agrees (on his/her own behalf) to the publication of their name and province of residence without further notice or compensation.

9. INTELLECTUAL PROPERTY

All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

10. FACEBOOK NOT INVOLVED

This Contest is not in any manner whatsoever sponsored, endorsed or administered by Facebook or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see above). Facebook is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor.

11. LANGUAGE DISCREPANCY

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, the French version of these Rules and point of sale, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.