



PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019

NO PURCHASE IS NECESSARY TO ENTER OR WIN
A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING

1. Eligibility: This **PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019** is open only to those who submit photos and/or 1-minute videos of Pacific Playgrounds Resort & Marina, 9082 Clarkson Avenue, in Black Creek, British Columbia, Canada during the contest.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, Terms and Conditions, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Pacific Playgrounds Resort & Marina as final and binding as it relates to the content of this **PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019**.

3. PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019 Period: Entries will be accepted online starting on **Canada Day, Monday, July 1, 2019** and ending on **Labour Day, Monday, September 2, 2019**. All online entries must be received by midnight on **Labour Day, Monday, September 2, 2019**.

4. How to Enter: The **PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019** must be entered by email at PacPlaySummerPhotoContest@gmail.com The entry must fulfill all **PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019** requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Pacific Playgrounds Resort & Marina.

5. Prizes: There will be 2 (two) Prize Winner(s) of the **PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019**

- **The FIRST PLACE WINNER RECEIVES: 2-nights on-site cottage accommodation (Value \$400).**
- **The SECOND PLACE WINNER RECEIVES: One \$200 Bar-be-que Mega Meat Box (Value \$200).**

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Pacific Playgrounds Resort & Marina. No cash or other prize substitution shall be permitted except at Pacific Playgrounds Resort & Marina's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all national, provincial, and/or local taxes, shall be the sole responsibility of Winners. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Pacific Playgrounds Resort & Marina to use Winner's name, likeness, and photo and/or video entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winners will be selected by a panel of judges under the supervision of Pacific Playgrounds Resort & Marina. Winners will be notified by a phone call and email sent within 48-hours following selection of Winners. Pacific Playgrounds Resort & Marina shall have no liability for Winners' failure to receive notices due to spam, junk e-mail or other security settings or for Winners' provision of incorrect or otherwise non-functioning contact information. If Winners cannot be contacted, are ineligible, fail to claim the prize within 30 days from the time award notification was sent or fail to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winners of the prize offered in this Campaign is conditioned upon compliance with any and all national, provincial, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Pacific Playgrounds Resort & Marina's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo and/or video), You understand and agree that Pacific Playgrounds Resort & Marina, anyone acting on behalf of Pacific Playgrounds Resort & Marina, and Pacific Playgrounds Resort & Marina licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

By entering the **PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019**, You represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Pacific Playgrounds Resort & Marina. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Pacific Playgrounds Resort & Marina from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Pacific Playgrounds Resort & Marina may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Pacific Playgrounds Resort & Marina reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, nonauthorized human intervention, fraud, or other cause beyond Pacific Playgrounds Resort & Marina control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Pacific Playgrounds Resort & Marina may select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Pacific Playgrounds Resort & Marina. Pacific Playgrounds Resort & Marina reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Pacific Playgrounds Resort & Marina has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes 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 Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Pacific Playgrounds Resort & Marina reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Pacific Playgrounds Resort & Marina and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors 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 of any kind including but not limited to the malfunction of any computer cable network hardware or software or other mechanical equipment the unavailability or inaccessibility of any transmissions telephone or Internet service unauthorized human intervention in any part of the entry process or the Promotion electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: This Campaign IS GOVERNED BY THE LAWS OF the Provincial Government WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign shall be resolved individually without resort to any form of class action exclusively before a court located in British Columbia having jurisdiction. Further in any such dispute under no circumstances shall Participant be permitted to obtain awards for and hereby waives all rights to punitive incidental Or consequential damages including reasonable attorney's fees other than participant's actual out-of-pocket expenses costs associated with entering this Campaign. Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on The Pacific Playgrounds Resort & Marina website: pacificplaygrounds.ca

13. The Sponsor: The Sponsor of the **PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019** is Pacific Playgrounds Resort & Marina.

******* Please complete the information fields below. Failure to complete the form can result in a disqualified entry into the PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019 *******

PACIFIC PLAYGROUNDS RESORT & MARINA SUMMER PHOTO/VIDEO CONTEST 2019 ENTRY FORM

14. Your contact information:

- a. **Email address** (print clearly): _____
- b. **Phone number and area code:** _____
- c. **Alternate phone number and area code:** _____

15. Print your full name: _____

16. By submitting to the contest, You the Contestant have affirmatively reviewed, accepted and agreed to all of the Rules, Terms and Conditions.