

ROYAL ONTARIO MUSEUM

2018 ROM Wildlife Photographer of the Year Contest – Adult Category

Official Rules

I. ELIGIBILITY

The Royal Ontario Museum's "ROM Wildlife Photographer of the Year Contest – Adult Category" (the "Contest") is open to all legal residents of Ontario, Canada. All entrants must be 18 years of age or older at the time of entry in order to be eligible to enter the Contest. Employees, volunteers, prize suppliers and all other suppliers of the Royal Ontario Museum (the "ROM") and G Adventures, and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) or persons living in the same household of such individuals, whether or not related, may submit entries for possible display in the Contest but are ineligible to win any prize offered by the Contest. This Contest is void where prohibited by law.

II. HOW TO ENTER

No purchase necessary. You may enter the Contest between 12:00:01 a.m. Eastern Time ("ET") on November 15, 2018 and 11:59:59 p.m. ET on February 15, 2019 (the "Contest Period"). To enter the Contest, share your entered image (the "Entry") from your unlocked Twitter or Instagram account and include @ROMtoronto and #ROMwpyON. Eligible photos must have "wildlife" as the subject matter; which includes nature themes ranging from intimate animal portraits to atmospheric landscapes. Photos will be collected and displayed at www.rom.on.ca/wpy. This time period will be at least as long as the contest period, and will be determined by the ROM. The ROM retains the right to not display any photos that it considers unsuitable. The ROM is not obliged to correspond with any entrant.

There are no restrictions as to how many times a person may enter the Contest, but each Entry must contain a unique photograph and must be accompanied by @ROMtoronto and #ROMwpyON. Entries submitted by any means other than those described above, or not received during the Contest Period, will not be accepted and are not eligible. The ROM reserves the right to disqualify Entries not fulfilling any aspect of these Official Rules, or Entries submitted by ineligible persons, as solely determined by the ROM. The sole determinant of time for the purpose of receipt of a valid Entry will be the date and time of the eligible tweet or Instagram post.

III. PRIZES

A. Contest will have 1 Grand Prize, consisting of:

- An Experience Borneo tour for two (2) courtesy of G Adventures

G Adventures 14-Day Experience Borneo tour (Jane Goodall Collection)

<https://www.gadventures.com/trips/experience-borneo/AAWE/>

For the adventurer who wants to see as much of Sabah as possible (and in two weeks, no less!) but doesn't want to summit Mt Kinabalu, this is your opportunity. Go for a dip in the awe-inspiring Wind and Clearwater caves of Gunung Mulu National Park. Opt to go snorkeling on the

island haven of Pulau Tiga. Get up close and personal with the orangutans at a rehabilitation centre (selfie time!). Really though, you want Sabah? It's waiting for you.

G Adventures Prize Terms & Conditions:

Tour: Winner will receive two (2) free places on guaranteed departures of **“G Adventures 14-Day Experience Borneo trip”** (trip code: AAWE) (no substitutions) (ARV: \$7,198) departing before July 31, 2019 and booked before March 31, 2019 AT 23:59 EST, provided that a minimum of four paying passengers are confirmed on such departure (to be confirmed with G Adventures by the Winner at time of booking). Winner must be 18 or older to claim the prize. Grand Prize includes the listed itinerary only and excludes optional or additional services not expressly included in the applicable itinerary or prize, including transfers, pre/post-tour accommodation, ‘My Own Room’, insurance, amendments, vaccinations, and all incidentals, meals, gratuities, taxes, fees, levies and transportation. All travel related expenses including but not limited to transportation to and from home, airfare costs exceeding the aggregate total specified herein, taxes, gratuities, incidentals, upgrades, Gear Shop, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, food & beverage and excursions not specifically included in the applicable trip itinerary and personal expenses including but not limited to telephone/Internet charges and gift shop purchases are the sole responsibility of prize winner. The Grand Prize winner may choose any departure from the dates listed above provided that a minimum of 4 paying passengers’ book or are booked on the same departure. Winner and travel companions must travel on same departure, trip and itinerary. Once the Grand Prize trip has been booked, no substitutions or changes will be permitted to the identity of the guest. **Winner and guest must have valid photo ID, passport, and any other required documentation prior to departure.**

Trip elements and travel dates are subject to availability, are valid on new bookings only, may not be combined with any other offer or discount, and are not eligible for “Lifetime Deposit” nor “Guaranteed Departure”. Grand Prize is subject to the winner and guest agreeing to G Adventures’ booking terms and conditions, available at gadventures.com/terms-conditions-policies/.

Winner and guest are solely responsible for ensuring they have medical insurance in an amount no less than USD\$200,000 covering medical, evacuation, and repatriation while travelling which is a mandatory requirement for participation on all G Adventures trips as set out in G Adventures booking terms & conditions.

Actual retail value of Grand Prize may vary depending on point of departure, destination selected, travel dates and fare/rate fluctuations; any difference in the value of the prize as stated herein and value at time of prize notification or awarding, if any, will not be awarded. All reservations will be made by an agent of the Sponsor. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. The Grand Prize is subject to change at G Adventures’ discretion, however such alternate trip shall have a value no less than the Grand Prize originally awarded. If weather affects the ability for winner and his/her guest to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or guest other than to supply the remaining elements of the prize

package minus the unused portion of prize. If for any reason whatsoever, winner and/or guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize may be awarded to an alternate winner. *Winner and guest are responsible for obtaining the proper travel documentation (e.g., valid photo ID, passport and any visas or permits) and vaccinations prior to travel, at winner and guest's own expense. Winner's guest must be a legal Canadian resident, 18 years or older and must complete and return the Releases prior to travel.*

Grand Prize winner and guest acknowledge and agree that they are responsible to ensure their eligibility to travel internationally and, if applicable, their proper and lawful eligibility to enter any country or region included in the prize trip itinerary, and to re-enter their country of residence, and represent and warrant to Sponsor that they possess or are able to procure a valid passport for the duration of the trip, if necessary, according to current international travel law. Passport and visa procurements will be the sole responsibility and for the sole account of the Grand Prize winner and his/her guest. If the Grand Prize winner and/or guest are unable to attend their prize Tour due to passport, entry or other legal or regulatory restrictions, they shall be deemed to have forfeited the Grand Prize and Sponsor shall not be liable for any damages resulting from such inability to attend.

Grand Prize is not redeemable for cash. Grand Prize is non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's and guest's sole responsibility.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Winner acknowledges that the Sponsor and all other businesses involved with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

FLIGHTS: This prize includes two (2) round trip economy class airfare tickets up to the aggregate value of CAD \$1,500 total including all taxes and fees levied by the airline on the tickets on the route. **The airfare component of the prize has a MAXIMUM value of CAD \$1,500 total**, which may vary based on airline fluctuations and the Winner's place of residence. **Any airfare or transportation costs in excess of the CAD \$1,500, including transportation to the airport, are the responsibility of the Winner and his/her guest.** If the Winner and or Guest prefer to book airfare that is not included under the Terms of this Contest, they will assume responsibility for the air travel necessary to participate in the Trip, and will forfeit the airfare that is included as part of the Prize. Airfare must be confirmed by the Winner within two (2) weeks of the date that

they have received notification from G Adventures that they are officially confirmed for the tour.

With respect to the Airfare component of the prize:

- Travel blackout periods may apply.
- Space is subject to availability at time of booking.
- Once your ticket has been issued, the origin and destination can't be changed. However, a change to the flight time, and/or travel date is permitted. A change fee per ticket may apply.
- Ticket is not transferable, not refundable and not redeemable for cash.
- Frequent flyer mileage accumulation is not permitted.
- The use of e-upgrade certificates is not permitted.
- Stopovers are not permitted.
- Promotional pass recipients may be held liable to the airline for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets

The airfare ticket(s) is for one-time use only, and only for the winner's and guest's personal use. It may not be distributed or sold, or otherwise used for commercial or personal gain, other than for the purpose for which it is intended. G Adventures reserves the right to modify or cancel the airfare component of the prize at their discretion. Any violation of these conditions may be subject to cancellation of the airfare component of the prize, of any booking made using the airfare component of the prize, and/or to any legal or other recourse available for the recovery of damages suffered or costs, expenses or loss incurred as a result of such prohibited use.

GENERAL: Participating entrants agree to these Official Rules and the decisions of the Sponsor, and release the Contest Entities, and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Contest or use/misuse or redemption of the prize, regardless of the cause of such injury, damage or loss. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest, at which time, Sponsor will select a winner from among all eligible entries received at the time of the Contest termination. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers,

or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the Twitter or Instagram account submitted at time of entry. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void.

The Contest Entities are not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select a winner from among all eligible entries received prior to withdrawal.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GRAND PRIZE SUPPLIER: *G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.*

- CANON EOS 6D MKII W/24-105 F4 L II LENS courtesy of Henry's Camera.
- A one-year Royal Ontario Museum Curator's Circle Membership

The one-year ROM Curator's Circle Membership must be accepted as awarded and cannot be exchanged, transferred, substituted or redeemed for cash value. Should an active ROM Member

be selected as the winner, the ROM Curator's Circle Membership will begin once the current Membership expires.

- The winning photograph will be displayed at the ROM.

The approximate value of the Grand Prize is \$10,279 CDN.

B. There will be one (2) Honourable Mention Prizes, consisting of:

- A one-year Royal Ontario Museum Family Membership

The one-year ROM Family Membership must be accepted as awarded and cannot be exchanged, transferred, substituted or redeemed for cash value. Should an active ROM Member be selected as the winner, the ROM Family Membership will begin once the current Membership expires.

The approximate value of each Honourable Mention Prize is \$161 CDN.

The winner assumes any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of the Prize. The Prize or any portion thereof cannot be combined with other discounts, promotions or special offers. Any unused portions of the Prize will be forfeited. The ROM reserves the right to substitute an alternate prize of equal or greater value if the Prize is unavailable at time of award.

IV. **DISPLAY OF ENTRIES**

By submitting an Entry or accepting the Prize, all entrants consent to the use of their wildlife photo, name, city of residence, e-mail address, telephone number, social media handles, comments and image without further notice or compensation, whether on videotape, photograph or any other means, for the administration of this Contest and any and all publicity carried out by the ROM, including on the ROM's website, e-communications and other promotional materials related to the Contest, and on screen on the ROM premises in connection with the Contest. The ROM makes no commitment to display, publicize or credit any particular entrant or wildlife photo, winning or not.

V. **WINNER SELECTION**

The winners will be selected on the basis of skill, as determined by the panel of three (3) judges appointed by the ROM for the Contest (the "**Panel**"). The ROM may, at any time and in its sole discretion, change the composition of the Panel or the number of judges forming the Panel.

All decisions of the Panel are final and binding and not subject to appeal or audit.

The Panel will select three (3) winners (the "**Selected Entrants**") from all eligible entries received during the Contest Period. The Selected Entrants will be selected based on photography skills alone and not subject to random draw or any other element of chance. The winners will be chosen and evaluated based on the following criteria:

- content/originality;

- technical quality; and
- visual impact.

If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive the Prize and another Selected Entrant will be selected by way of the above-noted process from the remaining eligible Entries. Before being declared the winner, a Selected Entrant will be required to: (i) sign and return the ROM's **[Declaration of Eligibility and Liability/Publicity Release]** form; and (ii) comply with all other Contest Rules, all in the sole discretion of the ROM.

The Panel reserves the right to choose not to award the Prize where no Entry meeting the eligibility requirements is received.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the Entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned or the Twitter handle associated with the Entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected entry.

VI. CONTACTING SELECTED ENTRANTS

The three (3) Selected Entrants will be notified by Direct Message within two (2) weeks of the end of the Contest Period. The ROM will make up to three (3) attempts to contact the Selected Entrants. In the event that a Selected Entrant is not eligible or cannot be contacted within two (2) weeks of the end of the Contest Period, he/she shall be disqualified and the ROM shall have the right to select an alternate Selected Entrant in accordance with these Official Rules, without any liability or responsibility to the disqualified entrant(s). For greater certainty, the ROM is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the ROM to receive a Selected Entrant's response.

VII. ODDS OF WINNING

The odds of winning depend on the number of eligible Entries received during the Contest Period and the level of photography skills.

VIII. PRIVACY

Personal information collected in connection with the Contest will be used for the purposes of administering the Contest, including contacting potential winners and displaying Entries as described in Section IV above and otherwise in accordance with the Privacy Policy of the ROM (<http://www.rom.on.ca/en/privacy-policy>).

IX. SPONSORS' RESERVATION OF RIGHTS

The ROM reserves the right, in its sole discretion and without advanced notice, to modify, cancel, suspend or terminate the Contest, without prior notice. Without limiting the foregoing, the ROM reserves the right to modify or amend these Official Rules, for any reason, including, without limitation, if due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, delay or failure in running the Contest, or any other causes beyond the control of the Royal Ontario Museum that affect

the administration, security, fairness, integrity or proper conduct of the Contest, the Contest is not capable of running as planned.

X. GRANT OF RIGHTS

By entering the Contest, each entrant:

1. grants to the ROM a royalty-free, irrevocable, perpetual, transferrable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display his/her wildlife photo (the "**Work**"), 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; in connection with the Contest.
2. agrees to release and hold harmless the Released Parties (as defined in Section XI) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relates in any way to the Work.

XI. DISCLAIMER AND RELEASE

Participation in this Contest constitutes an agreement by each entrant to comply with all terms, provisions and conditions of these Official Rules and/or the ROM, which are final and binding (and not subject to appeal or audit) in all matters relating to the Contest. The ROM reserves the right to disqualify entrants found tampering with or otherwise abusing or not complying with any aspect of this Contest or these Official Rules as solely determined by the ROM.

By entering the Contest and/or accepting, using or participating in any Contest prize or benefit, each entrant releases the ROM and its advertising agencies, agents, directors, officers, employees, volunteers, parent companies, representatives, and partners (the "**Released Parties**") from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession or use of, or participation in, any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light). The ROM disclaims any liability for:

1. any error, omission, interruption, deletion, defect, delay or failure in the transmission of Entries or the operation of the Contest;
2. the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise;
3. any theft, destruction or unauthorized access to or alteration of Entries;
4. any problems or technical malfunctions of any computer hardware, software, networks, lines, online systems, providers or servers associated with or used for the Contest, whether originating from entrants, the ROM or others;

5. failure of any Entry to be received by the Entry deadline on account of traffic congestion or technical problems on the Internet or at any website, or any combination thereof;
6. any incomplete, inaccurate, illegible, garbled, ineffective, misdirected or misrouted Entries;
7. any injury or damage to any computer related to or resulting from participation in or downloading any materials for this Contest;
8. any disputes, claims, damages, fees, costs, injuries or damages associated with or involving the use of, or participation in, any prize; or
9. any delay, postponement, suspension or termination of the Contest.

XI. SPONSOR

The Contest is sponsored by the ROM.

XII. GOVERNING LAWS

This Contest is subject to the laws of the Province of Ontario and the federal laws of Canada applicable therein.

If you have any questions about the Contest, please contact ROM Promotions, at 416-586-5889 or promotions@rom.on.ca.

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