

ROYAL ONTARIO MUSEUM

2023 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 Henry's; 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 25, 2023 and 11:59:59 p.m. ET on March 25, 2024 (the "**Contest Period**"). To enter the Contest, share your entered image (the "Entry") from your public unlocked Instagram account and include @ROMtoronto and #ROMwpyON. Instagram stories will not be accepted as contest entries. 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 may be displayed at www.rom.on.ca. 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 Instagram post.

III. PRIZES

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

- Canon R7 courtesy of Henry's.
- 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 \$2,639.99 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 Honorable Mention Prize is \$225 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 four (4) 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 Instagram 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 promotions@rom.on.ca.

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