

## Canada Historic Places Day Rules & Regulations

### THE CONTEST

The *Canada Historic Places Day* Contest [the Contest] is sponsored by the National Trust for Canada [the National Trust], and administered by hyperNET Inc. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans, representations and photographs are owned by the National Trust. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of the National Trust is strictly prohibited.

**NO PURCHASE NECESSARY.** SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES & REGULATIONS [THE “RULES”].

### THE CONTEST PERIOD

1. The Contest begins on Saturday, July 7 2018 at 12:00am Eastern Time [ET], and closes on Saturday, July 7 2018 at 11:59pm ET.

### ELIGIBILITY

2. The Contest is open only to residents of Canada who have reached the age of majority in the province or territory in which they reside at the time the entry is received by the National Trust.
3. The following are not eligible to participate in the Contest:
  - Full, part-time, and contract employees of the National Trust, their spouses, and children who are domiciled with them;
  - Members of the Board of Governors of the National Trust, their spouses, and children who are domiciled with them;
  - Employees of hyperNET Inc., their spouses, and children who are domiciled with them; and
  - Employees of the prize sponsors, their spouses, and children who are domiciled with them.

### PRIZE DRAWS

4. The draws for the Grand Prize and all subsidiary prizes will be held on Monday, July 9 2018 at 2:00pm ET.
5. Only those entries received by 11:59pm ET on Saturday, July 7 2018 will be eligible to be entered in the prize draws.
6. Winners of the Grand Prize draw and subsidiary prize draws will be randomly selected electronically by hyperNET Inc.
7. The order of prize draws is as follows: Grand Prize
8. To be declared the eligible winner of any prize, the winner of the draw must answer a time-limited mathematical skill-testing question.
9. The chance of winning any prize depends on the number of eligible photographs posted on Facebook, Instagram and Twitter with the correct hashtag(s)

#### THE GRAND PRIZE

10. The winner of the Grand Prize will receive a \$1,000 CAD in the form of a cheque from The National Trust for Canada.
11. Any potential winner shall be required to sign and return within ten [10] days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release and Warranty of Ownership and License in which the entrant warrants that he/she is the owner of the photograph [and all the intellectual property rights in the photograph submitted] and grants to the National Trust and its licensees the irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display, and create derivative works of the entry [along with a name credit] in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to the National Trust by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner.  
NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.
12. No prize transfer, assignment, or substitution by winners is permitted. If a prize [or part of a prize] is unavailable, the National Trust, in its discretion, reserves the right to substitute the original prize [or that part of the prize] with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

#### SUBSIDIARY PRIZES

13. The 2<sup>nd</sup> Prize, given to the site that is tagged in the winning picture is a \$1,000 CAD in the form of a cheque issued but the National Trust for Canada.  
NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.
14. No prize transfer, assignment, or substitution by winners is permitted. If a prize [or part of a prize] is unavailable, the National Trust in its discretion, reserves the right to substitute the original prize [or that part of the prize] with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

#### NOTIFICATION OF PRIZE WINNERS

15. Immediately following the prize draws, the National Trust will notify the winner of the draw by Facebook messenger, Instagram direct message or Twitter direct message. If the message is undeliverable, that winner will be disqualified.
16. Winners of the prize draws must contact the National Trust by e-mail within 24 hours of the time the notification e-mail is sent by the National Trust.
17. Winners of the prize draws must correctly answer a time-limited mathematical skill-testing question which will be administered by e-mail.
18. If the winner of any prize draw does not respond by e-mail within 24 hours of the time the notification message is sent by the National Trust, or does not correctly answer the time-limited mathematical skill-testing question, that winner will be declared ineligible and another draw will

take place within the same time frames specified above. Draws will continue until an eligible winner is declared by the National Trust.

19. To be declared an eligible winner, the winners of the prize draws must sign and return to the National Trust within 48 hours of notification, a full release and indemnity form stating that they have read and understood all the Rules and Regulations of this Contest and grant all consents required. Facsimiles and e-mails with electronic signatures will be accepted.
20. If a Release is not received by the National Trust within the time stated, the winner of that prize draw will be declared ineligible and another draw will take place within the same time frames specified above. Draws will continue until an eligible winner for that prize is declared.
21. Once eligible prize draw winners are declared, the National Trust will contact the winners by e-mail to make arrangements for the delivery of the prizes.
22. The National Trust will post the names of the all prize winners on the Contest webpage.

#### STANDARD FOR DEADLINES

23. The time stamps on the social media post will be deemed to be the official record for times in relation to all deadlines in the Contest.

#### HOW TO ENTER

24. To enter the Contest post a photo to Facebook, Instagram or Twitter and use the hashtag #historicplacesday OR #journeelieuxhistorique.
25. No entry fee, membership fee, or donation to the National Trust is required to enter the Contest.
26. Only one entry per social media account in the Contest is permitted.
27. All photographs submitted must be taken in Canada.
28. The photograph must be in digital format.
29. The photograph must be the original work of the Entrant and must not infringe on any copyrights, trademarks, rights of privacy, or intellectual property rights of any person or entity.
30. Any photographs deemed by the National Trust to contain objectionable or inappropriate content will be disqualified.
31. The Entrant must execute and file a RELEASE to receive your prize, stating that they have obtained permission from all persons appearing in the photograph, and thereby authorizing the National Trust to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, as well as in any media. In the case of persons under the age of majority a release must be obtained by the Entrant from the parents or guardians. The Entrant must provide proof of these permissions to the National Trust immediately upon request.
32. By participating in the Contest, the Entrant grants the National Trust authorization to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, as well as in any media without compensation to the Entrant. Credit will be given where possible.
33. By participating in the Contest, the Entrant grants the National Trust authorization to reproduce, distribute, display and create derivative works of the entry to promote the National Trust in

social media, on its website and in print, without compensation to the Entrant. Credit will be given where possible.

#### APPLICABLE LAW AND REGULATIONS

34. The Contest is subject to all Federal, Provincial, and Municipal laws, as well as the rules adopted in view of said laws. Void where prohibited by law. This Contest and the regulating provisions thereof are subject to the *Competition Act* and the *Criminal Code*. The personal information provided to enter the Contest will be used only to administer the Contest, and for no other reason. The decisions of the National Trust with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.
35. 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 Régie only for the purpose of helping the parties reach a settlement. Applicable Provincial legislation includes, but is not limited to, the *Rules Respecting Publicity Contests* and *An Act Respecting Lotteries, Publicity Contests and Amusement Machines*.

#### DATA PRIVACY

36. By entering the Contest the Entrant consents to the collection, use and distribution of his/her personal information by the National Trust for the purposes of implementing, administering and fulfilling this Contest. The National Trust will not sell or transmit this information to third parties except for the purposes of administering this Contest.
37. By entering the Contest, the Entrant consents to the manner of collection, use, and disclosure of personal information as set out in the National Trust's Privacy Policy which is available at [www.nationaltrustcanada.ca/en/privacy-notice](http://www.nationaltrustcanada.ca/en/privacy-notice).

#### GENERAL RULES INCLUDING WAIVER OF RIGHTS, CANCELLATION AND ERROR PROVISIONS

38. By participating in the Contest, each Entrant and the selected winners agree: [a] to be bound by these Rules and the decisions of the National Trust; [b] to release and hold harmless the National Trust, its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, agents and representatives including advertising and promotion agencies, from any and all liability for claims/damages including, but not limited to, claims/damages for personal injury, for property damage with respect to acceptance, possession or use or misuse of any Prize or participation in the Contest; [c] to permit the National Trust to use his/her name, address, city, province, of residence, photograph, video, or any likeness for advertising or publicity purposes without any additional compensation; and [d] the winner agrees to sign a Declaration and Release Form to this effect.
39. The National Trust shall not be responsible for incorrect or inaccurate transcription or registration of Contest entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, faulty, incomplete, incomprehensible, or erased computer or network transmissions, line failures of any telephone network, failure of computer equipment, software, inability to access any online service or website, inability to

submit online, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest, or for late, lost, stolen, illegible or misdirected entries.

40. The National Trust reserves the right to cancel, suspend, withdraw or amend this Contest in any way, without prior notice or obligation, 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 National Trust that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the National Trust reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
41. The National Trust further reserves the right to cancel, terminate, or suspend this Contest, at its sole discretion, in the event of a technical failure, computer virus or bug, unauthorized human intervention, fraud or any other occurrence or cause beyond its control that corrupts or adversely affects the administration, security, fairness or normal operation of the Contest, subject, in Quebec, to the approval of the Régie des alcools, des courses et des jeux.
42. If a selected entrant is awarded a Prize due to a system error, malfunction or defect, the Prize will be returned to the Prize pool to be re-awarded.
43. All Entries are subject to verification at any time and for any reason. The National Trust reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility [in a form acceptable to the National Trust – including, without limitation, government issued photo identification]: (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry entered [or purportedly entered] for the purposes of this Contest; and/or (iii) for any other reason the National Trust deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the National Trust in a timely manner may result in disqualification in the sole and absolute discretion of the National Trust. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest webserver.
44. Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules shall be deemed as tampering and may disqualify you from entering, participating, winning and preclude you from participating in future contests and promotions, at the sole discretion of the National Trust. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered, or otherwise irregular, or that do not conform with or satisfy any or all of the conditions of these Rules will be deemed void. All Entries become the property of the National Trust upon receipt and none will be returned. Proof of transmission [screenshots or captures, etc.] does not constitute proof of receipt.
45. Under no circumstances will the National Trust, its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including

advertising and promotion agencies be required to award more than what is indicated in these Rules or award a Prize other than in accordance with these Rules.

46. The Rules and Regulations for the *Canada Historic Places Day* Contest can be viewed at [www.historicplaces.ca](http://www.historicplaces.ca) or obtained by request from:

The National Trust for Canada

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