



## TEACHER EXPERIENTIAL PHOTO CONTEST ("OFFICIAL RULES")

*No purchase necessary to enter or win a prize. A purchase will not increase your chances of winning.*

The Teacher Photo Contest (the "Contest") begins at 12:01 a.m. EST on June 1, 2011 (the "Contest Start Date") and ends at 11:59 p.m. EST on August 31, 2011 (the "Contest End Date") (such period referred to herein as the "Contest Period"). The Contest is sponsored by Explorica Canada, Inc. (the "Contest Sponsor").

### 1. **ELIGIBILITY:**

*(a) Participant Eligibility.* The Contest is only open to legal residents of Canada (excluding Quebec) who led an Explorica educational tour between June 1, 2011 and August 15, 2011 (an "Eligible Tour"). Entries are limited to individuals only; commercial enterprises and business entities are not eligible to enter the Contest. By participating in the Contest, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Contest Sponsor and warrants that she/he is eligible to participate in the Contest. Employees, independent contractors, officers, and directors of the Contest Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to enter the Contest. **THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to all applicable federal, provincial and municipal laws and regulations.

*(b) Photograph Eligibility.* Photographs that are submitted in connection with the Contest will only be eligible, at the sole discretion of the Contest Sponsor, if such Photograph(s): (a) feature you or your tour participants experiencing a tour destination's culture at a location visited during your tour, (b) are in color, (c) are submitted during the Contest Period, (d) contain only the original content of the participant(s); (e) do not contain content that is unlawful, hateful or obscene; and (f) where Photographs depict other persons, the entrant acknowledges that they received prior consent of those in the photograph for its use, and that the person(s) depicted in the Photograph are at least 13 years of age (collectively the "Photograph Criteria"). The Contest Sponsor will only consider those Photographs that meet all of the Photograph Criteria for entry into the Contest. The Contest Sponsor, in its sole discretion, reserves the right to remedy any technical deficiencies with the Photographs and their submission, and to disqualify any Photograph which fails to meet any of the Photograph Criteria.

### 2. **HOW TO ENTER:**

Entrants must take and submit (via the method outlined below) one (1) or more photographs (the "Photograph(s)") during an Eligible Tour showcasing him or herself and his/her fellow tour participants experiencing the culture of his/her tour destination(s). Entrants must submit their Photographs during the Contest Period by following these steps:

(a) Set up a Flickr® account at Flickr.com (if you do not yet have such an account), and upload the Photograph(s) to your account. Entrants are subject to the terms and conditions associated with creating and maintaining a Flickr® account as well as the Flickr® privacy policy, which are at the sole discretion of Flickr®, and can be found on the Flickr® website upon registering an account. Contest is open to existing Flickr® account holders as well as new account holders.

(b) Join the Contest Sponsor's Summer 2011 CA Teacher Photo Contest group by visiting <http://www.flickr.com/groups/explorica-summer-2011-ca-teacher-photo-contest/> and clicking on the "Join This Group" link.

(c) Put your Photographs in "Summer 2011 Teacher Photo Contest" and add the Photographs to the Teacher Photo Contest group by clicking the "Send to Group" link on the appropriate page.

(d) Send an e-mail to the Contest Sponsor at [online@explorica.ca](mailto:online@explorica.ca) attaching high-resolution copies of the same Photographs that were uploaded onto Flickr® together with the following information in the body of the email: (i) entrant first and last name and Tour ID; (ii) entrant's school name; and (iii) entrant's trip name.

(e) If the entrant is under the age of majority in the Province or Territory in which they reside, the entrant's parent or legal guardian must also send an email to the Contest Sponsor at [online@explorica.ca](mailto:online@explorica.ca) which states that the parent or legal guardian has: (i) read these Official Rules; (ii) consents to his/her child submitting the Photograph(s) as entries into the Contest; (iii) consents to the Contest Sponsor's use of the Photograph(s) as outlined in the Official Rules; and (iv) has obtained the consent of any other person(s) (or the parent or legal guardian if the person is under the age of majority in the Province or Territory in which they reside) to use his/her likeness/image in connection with an official entry into this Contest.

Each Photograph must be both uploaded onto Flickr® and emailed to the Contest Sponsor via the method outlined above before the Contest End Date and meet the Photograph Criteria in order to be considered a valid entry (each an "Eligible Entry") into the Contest.

There is a limit of seven (7) Eligible Entries per entrant during the Contest Period. The Contest Sponsor reserves the right to disqualify any entrant who submits more than seven (7) Eligible Entries, in the Contest Sponsor's sole discretion. Entry into the Contest is voluntary and does not require you to purchase anything from the Contest Sponsor. No illegible, incomplete or forged entries will be accepted. All entries become the property of the Contest Sponsor and will not be returned. By participating in the Contest, entrants hereby assign, and will assign, to the Contest Sponsor all rights, title and interest in the Photographs. For clarity and without limitation, the Contest Sponsor may reproduce, modify, display and otherwise use the Photographs for promotional purposes in any medium without additional compensation.

In the event of a dispute as to the identity of a person who has submitted an Eligible Entry, the authorized account subscriber of the e-mail address used to e-mail the Photograph(s) to the Contest Sponsor will be deemed to be the entrant. Authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

### **3. PRIZES:**

There are a total of seven (7) prizes available to be won in Canada (excluding Quebec) consisting of:

- One (1) first place prize of one (1) \$500 CDN Amazon.ca® gift card;
- One (1) second place prize of one (1) \$300 CDN Amazon.ca® gift card;
- One (1) third place prize of one (1) \$150 CDN Amazon.ca® gift card; and
- Four (4) Honourable Mention prizes, each consisting of one (1) \$75 CDN Amazon.ca® gift card.

The total approximate retail value of all prizes is \$1250 CDN.

Odds of winning any prize are solely dependant on the total number of Eligible Entries received during the Contest Period and the ability of each Photograph to satisfy the judging criteria outlined in these Official Rules. Allow 3-4 weeks after validation of arrangement for receipt of prize. In no event will the number of prizes awarded exceed the available number of prizes as specified in these Official Rules. Any and all applicable Amazon.ca® gift card terms and conditions apply. The winners will be solely responsible for all other expenses not specifically set forth herein. The Contest Sponsor is responsible only for prize delivery. In order to receive a prize, the winners may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winners.

### **4. PRIZE SUBSTITUTION:**

Prizes are not exchangeable, transferable, refundable, or assignable, and have no cash surrender value and must be accepted as awarded with no substitutions. The Contest Sponsor reserves the right, at its sole discretion, to substitute a prize awarded with (a) prize(s) of equivalent or greater value for any reason.

## **5. SELECTION OF WINNERS:**

The Contest Sponsor will select the winning Photographs from among all Eligible Entries on September 15, 2011 in Toronto, Ontario. The Contest Sponsor will judge the Photographs based on image composition, image resolution and overall quality, image candidness, significance of content, originality, creativity, and overall presentation, among such other criteria as Contest Sponsor may consider in its sole discretion (the "Judging Criteria"). Winner selection shall be made in the Contest Sponsor's sole and absolute discretion.

The selected entrants will be notified by e-mail using the information provided when the participant signed up for the Contest Sponsor's education tour, within 5 days of the date the winners are selected. Such notification shall include instructions for proper acceptance of a prize by a winner. In the event a selected entrant is determined to be ineligible, the prize or prize notification is not deliverable, a selected entrant cannot be contacted within 14 days of the first attempt to contact by the Contest Sponsor, or refuses his/her prize, or if contacted does not claim his/her prize, or does not meet all of the Contest conditions, an alternate winner may be selected from among all remaining Eligible Entries. The Contest Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a winner. The winners (or if they are a minor, their parent or legal guardian) agree to Contest Sponsor's use of their name, address, likeness, and prize information for promotional purposes in any medium without additional compensation to the extent permitted by law.

## **6. TERMINATION/MODIFICATION:**

Subject to applicable law, the Contest Sponsor reserves, in its sole discretion, the right to cancel, terminate, modify the rules or administration of or suspend the Contest in whole or in part without prior notice with no obligation or liability, including if for any reason the Contest is not capable of running as planned, whether due to technical failure, or computer virus, tampering, fraud, or corruption of security or proper administration of the Contest or other causes beyond the control of the Contest Sponsor. In such event, the Contest Sponsor reserves the right, but has no obligation, to select (a) winner(s) for (a) prize(s) from among all Eligible Entries received up to the time of cancellation, termination, modification or suspension.

## **7. LIABILITY**

The Representative Persons are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to the Contest with respect to: (i) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Contest Sponsor; (v) any injuries, losses, or damages of any kind to entrants or third parties arising in connection with or as a result of the submission of Photographs into the Contest; or (vi) any printing or typographical errors in any materials associated with the Contest. The Contest Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

By participating in the Contest, entrants and winners agree to release, discharge and hold harmless the Representative Persons from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, the creation of a Flickr® account, the use of subject matter and persons images without obtaining valid consent, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded.

## **8. INTERPRETATION:**

All issues and questions concerning these Official Rules or the rights and obligations of any entrant shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. All entrants expressly agree to submit to the laws of and the jurisdiction of the federal courts and tribunals and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. All actions, proceedings or litigation relating to this Contest

shall take place in the Province of Ontario. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**9. INFORMATION REGARDING THE ENTRANT:**

Certain information about entrants is required by the Contest Sponsors to administer the Contest and to verify and contact the winners. Personal information obtained by the Contest Sponsor will be used for the sole purposes of administering the Contest. The Contest Sponsor will not transfer or make available the personal information to any other individual, organization, or third party except where necessary for the purposes of administering the Contest.

**10. WINNERS LIST:**

The contest winners and a copy of these Official Rules will be available on-line at [www.explorica.ca](http://www.explorica.ca) on June 15, 2011, and for 90 days thereafter.

**11. ADMINISTRATION**

The Contest is sponsored by Explorica Canada, Inc. whose principal place of business is at:

*Explorica Canada, Inc.  
Teacher Photo Contest  
3080 Yonge Street  
Suite 5052, Box 32  
Toronto, ON M4N 3N1*

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