

Commencing July 1, 2024, at approximately 10:30am (ET) and ending on August 30, 2024, at 11:59 pm (ET) (the "**Contest Period**") entrants (each, the "**Entrant**") may enter the Ontario Summer Stories Giveaway Contest (the "**Contest**") brought to you by TVO, in accordance with and subject to the following Giveaway Contest rules (the "**Rules**").

## How to Enter:

No purchase necessary. You can enter the Contest in the following way:

Share a short (2 to 4 sentences) story (the "**Story**") and an optional photograph (the "**Photograph**") (collectively, the "**Entry**") about a personal summer adventure in Ontario to be entered into a random draw to win one of four (4) TVO Prize Packs (each, a "**Grand Prize**"). The Story and the Photograph must be the original work of the Entrant with copyright therein solely and exclusively owned by the Entrant and must not infringe upon the copyright of any existing work or the personal or proprietary rights of any third party. Each Entrant must grant TVO the right to use the Story and Photograph for the purpose of the Contest.

Any Photograph which includes images or depictions of minors under the age of 18 may not be submitted, and shall result in disqualification of your entry.

All Entrants grant at no cost, the unlimited, irrevocable rights in perpetuity to TVO to exploit the Entry, including without limitation, the Story and any Photoaraph, in TVO's sole discretion, in any manner whatsoever, which includes without limitation the right to reproduce, publish, broadcast, distribute, edit, and otherwise use and exploit, including for promotional purposes, the Entry, world-wide on any platforms controlled, used or authorized by TVO. The Entrant further releases, quitclaims and indemnifies TVO against any and all claims, damages or losses in connection with the Entry, including without limitation, the Story and any Photograph, and agrees to not make any claims or demands against TVO for any real or potential loss, damages, or expenses in connection with the Entry, its use, or any of the foregoing.

To qualify, all entries must be received on or before 11:59 pm (ET) on August 30, 2024.

Entries can be made via the embedded contest form at TVO.me/Ontario-Summer-Stories.

CONTEST CLOSING: The Contest closes at 11:59 pm (ET) on August 30, 2024. No entries will be accepted after the deadline under any circumstance.

### Selection of Winners:

The odds of winning are dependent on the total number of eligible entries received.

At multiple intervals during the Contest Period, all valid entries that have been received at that time will be entered into a random draw to win a Grand Prize.. The random draws will occur at 11;59pm on July 15; July 30; August 15 and August 30. Winners of any Grand Prize shall be hereinafter referred to as "Prizewinners".

TVO shall contact the Prizewinners via email.

If TVO selects an Entrant to win the Grand Prize and cannot contact that Entrant within seven (7) days of selection, or the Entrant does not otherwise comply with these Contest Rules and Regulations, the Entrant forfeits the Grand Prize and TVO shall select an alternate entry.

If an Entrant's name has already been drawn once, any subsequent selection of that Entrant shall be deemed void.

All entries and submissions will not be returned and are property of TVO upon receipt. TVO may choose to publicly share selected entries as part of its Ontario Summer Stories campaign. Publicly sharing an Entrant's submission does not mean that Entrant is selected as a winner in one of the random draws.

### <u>Eligibility:</u>

The Contest is open to all adults (18+) who are residents of Ontario, excluding employees, volunteers, representatives or agents of TVO and prizing partners and their immediate family members.

All information obtained for this Contest will be used only for the purposes of conducting the Contest.

To view our privacy policy, please copy and paste the following link into an internet browser and view it online: https://tvo.me/privacy-statement/

A maximum of four (4) Contest entries per individual per contest are allowed. If it is discovered in the ordinary course of running the Contest that an Entrant has attempted to enter more than the allowed maximum, TVO may disqualify that Entrant from this and any future contest.

The Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations.

#### <u>Prizes:</u>

There are four (4) Grand Prizes to be won by way of a random draw.

## Grand Prize:

The Grand Prize consists of the following:

a Mountain Equipment Company backpack, Ontario Parks hat, Ontario Parks "passport" book and TVO swag.

A total of four (4) Grand Prizes will be awarded in this Contest. The total

approximate retail value of each Grand Prize is \$125.

The Grand Prizes are not transferable or convertible to cash and must be accepted as awarded. Any changes, cancellations and/or adjustments, and any associated costs are the sole responsibility of the Prizewinner(s). TVO reserves the right in its sole discretion to substitute a prize of equal or greater value if for any reason a prize or portion of a prize cannot be awarded as described.

#### **General Conditions:**

All references to TVO shall be construed to mean The Ontario Educational Communications Authority (d/b/a "TVO").

By participating in this Contest, all entrants agree that the entrant's written submission, name, Story, Photograph, voice and/or image may be used in any and all forms of media, including for promotional purposes, without any further compensation from TVO (or any of their agents, assigns, or subsidiaries or prizing partners). All Entrants waive all rights (including moral rights) with respect to their contest entry to printed, broadcast, online and other forms of publicity and/or use by TVO.

Entrant warrants and represents to TVO that any Story and/or Photoraph does not infringe any copyright interest of any third party and is not defamatory or obscene and does not violate any applicable laws. TVO assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and the Entrant agrees to release TVO from any and all liability for any loss, harm, damages related to use of the Story and/or Photograph by TVO for the purpose of the Contest.

TVO is not responsible for incorrect or inaccurate entry or registration or entry information or any factor which may affect a person's ability to participate in the Contest, including but not limited to human error, lost or misdirected entries for whatever reason, technical malfunctions, lost/delayed/corrupted data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, any inability to access the site, or damage to a user's system occasioned by participating in the Contest, and entries which fail to fully comply with these Rules

TVO is not responsible for a Prizewinner's inability to use or enjoy any portion of the prize the Prizewinner is awarded in this Contest, nor will TVO be in any way liable for the Prizewinner's use of the Prize.

No responsibility will be taken by TVO for the Entrant's inability to upload a file or connect through to the Internet/website during the Contest Period. Prizes are non-transferable and must be accepted as awarded with no substitutions, whether in cash or otherwise. TVO reserves the right in their sole discretion to substitute a prize of equal or greater value if for any reason a prize or portion of a prize cannot be awarded as described.

The following conditions must be met before an Entrant selected to win a Prize is declared a prizewinner (the "**Prizewinner**"):

- The selected Entrants will have to successfully complete a skill testing mathematical question; and
- The selected Entrants must sign a release and waiver releasing TVO and the TVO's sponsors from all claims that may arise in connection with the Contest or the prize(s); and 2) agreeing to the use of the Prizewinner's and the Prizewinner's family's name, address (city only) and photograph, without payment, in any subsequent publicity or advertising, for news or information purposes, carried out by TVO and TVO's prizing partners.

TVO reserves the right to verify the validity and originality of any entry and/or Entrant (including an Entrant's identity and address) and to disqualify any Entrant who submits an entry that is not in accordance with these Rules or who tampers with the entry or winner selection process. Failure by TVO to enforce any of its rights at any stage does not constitute a waiver of those rights.

All entries together with submissions for this Contest become property of TVO upon receipt and TVO may use the submissions in any and all forms of media without any further compensation from TVO (or any of their agents, assigns, or subsidiaries or prizing partners).

# Right to Cancel or Suspend Contest:

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, Trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of TVO that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, TVO reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry/voting process, and/or to cancel, terminate, modify, or suspend the Contest.

# Consent to Collect Personal Information:

All personal information, such as name, address, telephone number, and email address submitted with an entry, is collected solely for the purposes of administering this Contest and, subject to the herein authorized uses, shall not be used for any other purpose without consent. By providing this information, and by submitting an entry form, all Entrants are hereby deemed to consent to their submitted information being used for the stated purposes. This consent includes, but is not limited to, receiving emails with regard to the Contest from TVO at the email address provided by the Entrant.

## Consent to Rules:

Entrants agree to abide by these Rules and by all decisions of TVO, which are final and binding with respect to all aspects of the Contest, including, without limitation, eligibility and/or disqualification of entries. TVO reserves the right to amend these Rules in its sole discretion, at any time, and without providing any notice. This includes TVO's right to amend any dates referenced in these Rules.

## Warranty and Limitation of Liability:

By entering the Contest, all Entrants agree to release, discharge, and hold harmless the TVO and its partners, sponsors, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities, the acceptance and use, misuse, or possession of any prize awarded hereunder and any herein authorized use of the Contest entry information.

TVO assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to the Contest entries or entry forms. TVO is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Contest.

TVO accepts no responsibility for loss, damage or claims caused by the award prize or the Contest. By entering, each Entrant releases and holds harmless TVO and all of their respective directors, officers, members, employees, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest.

These Rules and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario.