

## **2018 JOSTENS CANADA PHOTO CONTEST OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL AND LOCAL LAWS AND REGULATIONS.**

**1. Sponsor:** Jostens Canada Ltd., 1643 Dublin Avenue, Winnipeg, Manitoba, R3H 0G9 (“Sponsor”).

**2. Entry Period:** The 2018 Jostens Canada Photo Contest (“Promotion”) begins at 12:00 a.m. Central Time on December 1, 2017 and ends at 11:59 p.m. Central Time on March 1, 2018 (“Entry Period”).

**3. Eligibility:** Entrants must be, as of the date of entry, (A) a legal resident of the provinces of Canada (excluding Quebec), (B) age 13 or over, and (C) a current middle school, junior high school or high school student. Directors, officers and employees of Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective immediate families (spouse, parents, siblings and children) and those living in their same households are not eligible to enter or win this Promotion. Entry constitutes entrant’s full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions; the decisions of Sponsor in regards to all matters related to this Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

### **4. How to Enter; Entry Requirements:**

A. Submit your entry to Sponsor by uploading a photo at the following website address during the Entry Period: <http://www.jostens.com/canadaphotocontest>. Entries must be submitted by March 1, 2018 and must include the following:

- i. Digital photo taken by entrant.
- ii. Original high-resolution digital photo file. Digital files must 1) be a minimum of 300 dpi and a minimum of 8x10 inches; and 2) have a file type of jpg/jpeg, png or tif/tiff.
- iii. Completed entry form, available at <http://www.jostens.com/canadaphotocontest> (“Promotion Website”).
- iv. Signed model release (“Model Release”). Model Release form is available with entry form on Promotion Website. Model Release must be signed by all individuals who are personally and substantially identifiable in the photo (excluding crowds and groups of eight (8) or more individuals). If any such individual is a minor, a parent or legal guardian must sign the Model Release.

B. Photos must be entered in one (1) of the following categories:

- i. **Student Life.** Captures student life in a way that showcases school culture, pride, and traditions. From capturing the emotion and vibrancy of graduation day to the intensity of an all-night study session, this category involves all things students! Examples include: in and out of class learning, graduation, community involvement, school musicals, dances, band performances and much more!
- ii. **Open/Creative.** This category is only limited to the imagination of the photographer and includes photos that have been artistically/digitally enhanced.
- iii. **Sports.** From the winning buzzer beater shot to emotional sideline reactions and everything sports in between. This category captures the action of the big game and school spirit in all its forms.

C. All photos must have been taken by the entrant within two (2) years prior to the date of entry and must not have been entered in a prior Jostens Photo Contest.

D. Except for photos entered in the “Open/Creative” category, photos may use computer software or other methods only to enhance the technical aspects of the photo (e.g., correction of white balance, brightness/contrast and exposure), and not to alter the content of the photo (e.g., using filters, changing colors, adding/removing content, compositing).

E. Limit three (3) entries per person, per category. Only the first three (3) entries received from any entrant in a particular category will be eligible; additional entries received from such entrant in that category thereafter will be deemed automatically void. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. All entries become the property of Sponsor and will not be returned or acknowledged.

F. All entries must (i) be in keeping with Sponsor’s image; (ii) not be obscene, indecent or otherwise offensive (as determined by Sponsor in its sole discretion); (iii) not defame or invade the publicity or privacy rights of any person, living or deceased; (iv) not infringe, violate or misappropriate any person’s or entity’s personal or proprietary rights (including copyrights, trademarks or other intellectual property rights); (v) not contain (a) any words, statements or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or who are disabled, (b) any threats to any person, place, business, group or entity, (c) materials that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or disability, (d) any materials that depict illegal acts or are sexually explicit, libelous, obscene, violent, hateful or slanderous or (e) content not in keeping with Sponsor’s reputation and image; and (vi) not be owned by a third-party or be subject to any restriction or right that would in any way limit Sponsor’s right to use the entry as permitted under these Official Rules (collectively “Content Requirements”). Failure to comply with these Content Requirements, as determined by Sponsor in its sole discretion, is grounds for an automatic disqualification from the Promotion.

G. By entering the Promotion, entrant grants to Sponsor (and its licensees and assigns) a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from and display his/her entry, in whole or in part, and otherwise exploit the entry in all media now known or hereafter devised, throughout the universe, in any way Sponsor sees fit, including (without limitation) entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, Sponsor (and its licensees and assigns) shall also have the irrevocable right to incorporate the entry, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the entry. **ENTRANT REPRESENTS AND WARRANTS THAT ENTRANT HAS OBTAINED ALL APPROPRIATE LICENSES AND/OR CONSENTS NECESSARY TO GRANT THE RIGHTS GRANTED TO SPONSOR HEREUNDER (INCLUDING WITHOUT LIMITATION ANY APPLICABLE MODEL RELEASES) AND WILL INDEMNIFY SPONSOR FOR ANY AND ALL CLAIMS ARISING FROM ENTRANT'S FAILURE TO DO SO (INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF FORGED SIGNATURES AND/OR THE FAILURE OF ENTRANT TO OBTAIN A SIGNED MODEL RELEASE FROM AN INDIVIDUAL IN THE PHOTO).**

H. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible.

## **5. Selection and Notification of Winner:**

A. One (1) potential grand prize winner, three (3) potential category winners (one (1) from each category) and six (6) potential honourable mentions (two (2) from each category) (all of the foregoing, collectively, "Potential Winners") will be selected on or around March 15, 2018, from among all eligible entries. A panel of judges, chosen by Sponsor, will judge the entries based on the following criteria: (i) the photo's ability to tell a story relevant to the school/ educational experience; (ii) the photo's composition and artistic qualities; and (iii) the photo's technical quality.

B. Potential Winners will be contacted by email, telephone or similar means. Potential Winners must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits, in order to be confirmed as a winner. In the event that a Potential Winner does not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if prize/prize notification is returned as undeliverable, Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his or her prize). In the event that three (3) or more Potential Winners (with respect to the same prize) do not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Odds of winning depend upon the total number of eligible entries received.

## **6. Prizes:**

A. The following prizes (each listed along with its approximate retail value (“ARV”)) are available to be awarded:

- i. One (1) grand prize, consisting of (a) for the entrant, (I) \$1000, awarded in the form of a cheque (ARV: \$1000), and (II) one (1) mounted photo enlargement (ARV: \$25); and (b) for the entrant’s school, (I) \$500, awarded in the form of a cheque (ARV: \$500), and (II) one (1) mounted photo enlargement (ARV: \$25).
- ii. Three (3) category prizes (one (1) in each category), each consisting of (a) for the entrant, (I) \$250, awarded in the form of a cheque (ARV: \$250), and (II) one (1) mounted photo enlargement (ARV: \$25); and (b) for the entrant’s school, (I) \$250, awarded in the form of a cheque (ARV: \$250), and (II) one (1) mounted photo enlargement (ARV: \$25).
- iii. Six (6) honourable mention prizes (two (2) in each category), each consisting of (a) for the entrant, one (1) mounted photo enlargement (ARV: \$25); and (b) for the entrant’s school, one (1) mounted photo enlargement (ARV: \$25).

Total ARV of all prizes: \$4,000.

B. In the event a Potential Winner cannot or declines to accept a prize as stated, Sponsor reserves the right to disqualify such Potential Winner and choose an alternate Potential Winner. In the event that three (3) or more Potential Winners (with respect to the same prize) cannot or decline to accept a prize as stated, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Winners may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between approximate retail value and actual value of any prize will not be awarded. PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**7. General Conditions:** Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Promotion, the processing or judging of entries or the announcement of the prizes or that may occur in any Promotion-related materials or limit prize

fulfillment or a participant's ability to enter the Promotion. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Promotion for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winners. Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her entry) who attempts to undermine the legitimate operation of the Promotion or violates these Official Rules.

Each entrant, by entering the Promotion, agrees (A) to release, indemnify and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from entrant's participation in this Promotion or in any related activity or entrant's acceptance, possession, use, misuse or nonuse of any prize, including without limitation entrant's failure to comply with the Content Requirements and (B) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use his/her name, photograph, likeness, voice and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Entrants represent and warrant that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, provincial or local law or rule. All taxes on prizes are solely the responsibility of the winner.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

Sponsor reserves the right to cancel the Promotion at any time and substitute another promotion in its place.

Failure by Sponsor to enforce any of its rights at any stage of the Promotion does not constitute a waiver of such rights.

**8. Privacy:** Entrants acknowledge and agree that any information collected in connection with this Promotion may be used by Sponsor and its affiliates in accordance with Sponsor's Privacy Policy, available at <http://www.jostens.com/apps/shop/help/shared/privacy.asp>.

**9. Disputes:** Each entrant agrees that (A) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a court within the Province of Manitoba; (B) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (C) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, any other damages other than actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the Province of Manitoba, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Province of Manitoba or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Province of Manitoba. Section and paragraph headings are included only for convenience and shall not affect the interpretation of any of the provisions of these Official Rules.

**10. Winners List:** Winning entries, along with winners' names, will be posted on the Promotion Website on or around March 15, 2018, or as soon as all winners have been confirmed.

Find a copy of these Official Rules at <http://www.jostens.com/canadaphotocontest>.