

**OFFICIAL RULES OF  
OTTAWA TOURISM  
"Ottawa in Bloom" CONTEST**

The Ottawa in Bloom contest (the "**Contest**") is provided by Ottawa Tourism.

**ELIGIBILITY:**

The contest is open only to legal residents of Canada who have reached the age of majority according to the law of the province in which they reside. Excluded from eligibility are officers, directors, employees, volunteers, agents and representatives of Ottawa Tourism (collectively, the "**Excluded Individuals**"). Immediate family members of the Excluded Individuals are not eligible to participate in this Contest as well. For the purposes of these Rules, "immediate family" means spouses, parents, children, siblings and their respective spouses, regardless of whether they reside in the same household. **NO PURCHASE IS NECESSARY TO ENTER THE CONTEST.** The Contest is void where prohibited by law.

**ACCEPTANCE OF RULES:**

Participation in the Contest constitutes an entrant's full and unconditional agreement to these Official Contest Rules (the "**Rules**"), as may be amended by Ottawa Tourism at its sole discretion. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**CONTEST PERIOD:**

The Contest commences at 13:00 (ET) on May 10, 2019 and, subject to these Rules, concludes at 23:59 (ET) on May 26, 2019 (the "**Contest Period**").

Three winners will be selected in Ottawa on the following dates (the "**Individual prize contest periods**"):

- 1. Prize 1:** Winning photo from entries submitted from 13:00 ET May 10, 2019 until 23:59 ET May 26, 2019 selected on May 31, 2019 at 10:00 ET.
- 2. Prize 2:** Winning photo from entries submitted from 13:00 ET May 10, 2019 until 23:59 ET May 26, 2019 selected on May 31, 2019 at 10:00 ET.
- 3. Prize 3:** Winning photo from entries submitted from 13:00 ET May 10, 2019 until 23:59 ET May 26, 2019 selected on May 31, 2019 at 10:00 ET.
- 4. Prize 4:** Winning photo from entries submitted from 13:00 ET May 10, 2019 until 23:59 ET May 26, 2019 selected on May 31, 2019 at 10:00 ET.

**PARTICIPATION:**

1. To participate in the Contest, you must have a publicly viewable Instagram, Twitter or Facebook account. At the time of writing, there are no fees associated with the creation of an Instagram, Twitter or Facebook account.
2. To participate via Facebook, upload your photo on the contest tab located on the Ottawa Tourism Facebook page, and complete the submission process. For submissions via Twitter or Instagram, upload a photo to your Instagram or Twitter account tagged with the hashtags #MyOttawa and #OttawainBloom19. All images tagged with the contest hashtags in Twitter or Instagram will be considered an eligible submission. All submissions via Facebook, Twitter or Instagram must fit within the theme of the competition during the Contest Period (each "**Photo Submission**"). We want users to show us how they enjoy Ottawa during the 2019 Canadian Tulip Festival. In other words,

users should share photographs of everything related to the 2019 Canadian Tulip Festival in Ottawa, including: tulips, festival events, people enjoying outdoor activities within the festival grounds, neighbourhoods showcasing tulips around Ottawa, and share them on Instagram, Twitter or Facebook platform (the “**Theme**”).

3. Only Photo Submissions consistent with the theme of competition, taken in 2019, and include the hashtags will qualify as a photo submission for the Contest. Photos Submissions must be original work, has not previously won any award, does not contain any material that would violate or infringe upon the rights of a third party, including copyrights, trademarks, or rights of privacy or publicity. Ottawa Tourism retains the sole discretion to disqualify any entry that it believes contains obscene, insensitive or inappropriate content, and that does not comply with these official Rules or is not consistent with the spirit or Theme of the contest.
4. Incomplete entries or entries received after the expiry of the applicable Contest Period will be considered null and void and ineligible to win any prize.
5. There is no limit to the number of Photo Submissions a participant may submit. Once an applicant has won a prize, they will no longer be eligible to win again during the contest period.
6. Note: Winners will be responsible for coordinating their own travel to and from Ottawa to redeem their prize.
7. For Quebec residents: Any litigation respecting the conductor 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.

**PRIZES:**

Four prize packages will be awarded during the Ottawa in Bloom contest. Prizes cannot be redeemed for cash, exchanged nor transferred to a third party.

The winning photographers (the “**Prize Winner**”) will receive the following

Prize 1: One (1) ten (10) minute Helicopter ride for up to three (3) people over Ottawa, provided by Hélicoptère Tremblant. The approximate retail value of Prize 1 is \$347 CDN.

Prize 2: One (1) Thermal experience with Källa treatment package and bathrobe rentals for two (2) people provided by Nordik Spa-Nature. The approximate retail value of Prize 2 is \$290 CDN.

Prize 3: Two (2) full festival passes for the 2019 RBC Bluesfest Ottawa taking place from July 4 to July 14, 2019. The approximate retail value of Prize 3 is \$570 CDN.

Prize 4: One (1) one-night (1) stay for two (2) people in the Fairmont Room at the Fairmont Chateau Laurier with one (1) charcuterie board and two (2) signature cocktails in Zoe's. The approximate retail value of Prize 4 is \$399 CDN.

**Prize Conditions:**

Each of the Prize Winners must:

1. be over the age of eighteen (18);
2. provide a scan or photocopy of a valid government issued photo identification card such as (driver's license or passport) to Ottawa Tourism;

3. make their own travel arrangements and be responsible for all costs and expenses not specifically included as part of the above Prize package; and
4. sign and return to Ottawa Tourism (or its agents) a declaration, consent, and/or a waiver and release in a form acceptable to Ottawa Tourism and executed by the selected participant (collectively, the "**Conditions**").

If the Prize Winner cannot satisfy any of the foregoing Conditions, then Ottawa Tourism, in its sole and absolute discretion, can disqualify said Prize Winner and, if Ottawa Tourism so chooses, select a new Prize Winner from all remaining Photo Submissions.

#### **Prize Redemption:**

Each Prize Winner agrees to the following Prize Redemption conditions:

1. All prizes must be redeemed by September 30, 2019.
2. Prize must be booked directly with the prize provider, and is subject to availability.
3. Cancellation of booking after booking has been confirmed may result in forfeit of prize.

#### **SELECTION OF WINNERS:**

For each prize a panel of judges, selected by Ottawa Tourism, will select and decide upon the Winners from the eligible Photo Submissions submitted during the prize contest period. Winners will be decided based equally on the following criteria:

1. originality;
2. creativity;
3. the photos aesthetic and graphic value;
4. consistency with the Theme of the competition (collectively, the "**Judging Criteria**").

Eight (8) business days following the close date of the contest, Ottawa Tourism will contact the Prize Winners via Instagram, Twitter or Facebook to inform a participant that they are a Prize Winner. If after exercising reasonable efforts, Ottawa Tourism cannot reach a participant within twelve (12) business days following the close date of the prize contest period, Ottawa Tourism will be free of any liability and may choose another winner.

#### **TERMS OF ACCEPTANCE:**

Each Prize must be accepted as awarded. No prize substitution, assignment or transfer of prizes is permitted, except: (i) as otherwise explicitly provided herein; or (ii) at Ottawa Tourism's sole discretion. Ottawa Tourism's reserves the right to substitute a Prize with one (1) of comparable value or greater value without liability or consent. All costs and expenses not specifically included above as part of any prize, including, without limitation, insurance, taxes, meals, beverages, gratuities, phone calls, other transportation costs, laundry and mini-bar charges and any other personal and incidental expenses and any taxes thereon, are the sole responsibility of the winner (and his/her Guest, as applicable).

#### **PRIVACY:**

Ottawa Tourism, its authorized agents and/or representatives may collect, use, and disclose the personal information provided by each entrant at the time they enter the Contest for the purposes

of administering the Contest and Prize fulfillment. By entering this Contest, each entrant expressly consents to the use of their personal information for such purposes.

By accepting a Prize, a winner hereby consents to Ottawa Tourism's use of the winner's name, handle and city of residence in any advertising and publicity that Ottawa Tourism may conduct in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time in perpetuity, without further compensation or notice to the winner.

For further information about Ottawa Tourism's privacy practices, please visit Ottawa Tourism's Privacy Policy at: <http://www.ottawatourism.ca/en/about/privacy-policy>.

**ADDITIONAL TERMS:**

Ottawa Tourism reserves the right, at its sole discretion, to disqualify any participant from the Contest if Ottawa Tourism finds or reasonably believes such individual to be tampering with the entry process or the operation of the Contest or where applicable, the Contest Page; and/or to be acting: (i) in violation of these Rules; (ii) in an unsportsmanlike or disruptive manner; or (iii) with the intent to annoy, abuse, threaten or harass Ottawa Tourism, any of their respective employees, any other participants, or any other person. Any attempt by a participant or other individual to automate the entry process, or otherwise, undermine the legitimate administration, security or operation of the Contest, is a violation of criminal and civil laws. Ottawa Tourism reserves the right to seek remedies and damages from any such person to the fullest extent permitted by law. Participants engaging in any of the foregoing activities may be disqualified and will forfeit any Prizes won.

The decisions of Ottawa Tourism in regards to all matters of the Contest are final and binding upon participants. In the event of any dispute regarding the interpretation of the rules of the Contest or any decision rendered by Ottawa Tourism, the decision or interpretation of Ottawa Tourism shall prevail.

Participants agree that upon submitting a Photo Submission, Ottawa Tourism shall have license to publish or post electronically the participant's Photo Submission with photographer credit in any media whatsoever, including, without limitation, in connection with the Ottawa Tourism's social media platforms, without further payment or notice for the purposes of Ottawa Tourism's contest promotion,

All participants must comply with applicable laws.

Any entry that is illegible, incomplete, altered, or contains false information, is invalid.

Contestants acknowledge that Ottawa Tourism, and all involved advertising and promotional agencies, other suppliers providing Prizes or other materials or services in connection with this Contest, anyone else involved in the development or execution of this Contest (e.g. Instagram, Twitter, Facebook), each of their respective parent companies, subsidiaries and affiliated companies and each of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") have not made, -nor are in any manner responsible, for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to, its quality, merchantability and fitness for a particular purpose. Further, no responsibilities are accepted by any of the Releasees for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.

BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT HEREBY RELEASES AND HOLDS HARMLESS ALL OF THE RELEASEES FROM ANY AND ALL LIABILITY, INJURIES, LOSS, CLAIMS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM OR IN CONNECTION WITH: (I) PARTICIPATING IN THE CONTEST; AND/OR (II) ACCEPTANCE,

USE, MISUSE OR NONUSE OF ANY PRIZE OR PARTS THEREOF, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS OF ANY KIND, LOSS INCURRED DURING TRAVEL TO/FROM, AND/OR ATTENDANCE AT, ANY OF THE EVENTS FORMING PART OF THE PRIZES AND FROM LIABILITY TO ANY OTHER PERSONS RELATING TO OR RESULTING FROM ENTERING THE CONTEST.

Without limiting the foregoing, the Releasees are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, Instagram, or any third parties, or by any of the equipment, hardware, software or programming associated or used with the Contest; (ii) technical errors, defects, delays or failures of any kind, including, without limitation, malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (iii) digital or electronic disruptions (e.g. security breaches); (iv) unauthorized human intervention (e.g. hacking); (v) technical or human error which may occur in connection with any aspect of the Contest; (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participants or Guest's participation in the Contest, or receipt or use of any Prize; (vii) participants' breach of Instagram and/or Twitter's terms of use; and (viii) lost, incomplete, illegible or garbled entries, mail or transmissions, interrupted or unavailable network, server or other connections, miscommunications, computer viruses, bugs, worms, tampering, unauthorized intervention, fraud, failed computer hardware or software or telephone transmissions, or other errors or problems of any kind whether electronic, mechanical, or human.

Notwithstanding any other provision contained herein, Ottawa Tourism reserves the right, in its sole discretion, to modify, amend, cancel, suspend, reinstate or close the Contest, at any time in whole or in part without prior notification, and for any reason whatsoever.

The Contest and the Rules shall be governed exclusively by and construed in accordance with the laws in the Province of Ontario, without regard to conflicts of laws principles. Any dispute not otherwise determined in accordance with the rules of the Contest shall be adjudicated in the courts sitting in Ottawa, Ontario (or any appeals court therefrom).

The Contest is in no way sponsored, endorsed or administered by, or otherwise associated with, Instagram, Twitter or Facebook. Participants are providing their information to Ottawa Tourism and not to Instagram, Twitter or Facebook.