

LEFROY HARBOUR RESORTS INC.

2018 PHOTO CONTEST RULES

- 1. Agreement:** These rules govern the **2018 LEFROY HARBOUR RESORTS PHOTO CONTEST** (“Contest”). The act of entering the Contest constitutes acceptance of the Contest rules and the decisions of the Contest judges, which decisions shall be final and binding upon all entrants.
- 2. Sponsor:** The Contest sponsor (“Sponsor”) is LEFROY HARBOUR RESORTS INC.
- 3. Eligibility:** To enter and to be eligible to win, an individual must be a legal resident of Canada (excluding Quebec) and be over the age of majority in his or her province or territory of residence. Employees and their immediate family members (parents, siblings, children, spouse), and persons domiciled with an employee of the Contest Sponsor, its marketing agencies, and judges, are ineligible.
- 4. Contest and Judging Criteria:** No Purchase necessary. **The Contest starts at 12am EST, MAY 19, 2018, and ends at 11:59pm EST, SEPTEMBER 30, 2018.** To enter the Contest, send your digital file(s) to **memories@LefroyHarbour.com**. Photo requirements: only digital entries will be accepted (no print entries); digital files should be .jpgs, image quality setting “high.” Colour correction, tonal cast changes, and minimal cropping are acceptable; compositional changes and the addition of watermarks or signatures, will result in automatic disqualification.

Entries must be received by **11:59pm EST, SEPTEMBER 30, 2018**. By entering this Contest you acknowledge that all entries become the property of the Contest Sponsor and will not be returned or acknowledged. Do not send your only copy of the photograph. To be eligible, an entry must be owned by the entrant and must be the entrant’s original photo, and may not have been entered in any other contest, won any other prize or have been previously published in any other medium. In connection with your submission, you affirm, represent and/or warrant that (i) you own or have the necessary licenses, rights, consents and permissions to use and authorize Sponsor to use all copyright, trademark or other proprietary rights in and to your submission to enable inclusion and use of the submission in the manner contemplated by these Contest rules; and (ii) you have the consent, release and/or permission of each and every identifiable individual person in the submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the submission in the matter contemplated by these Contest rules. Sponsor reserves the right to reject and disqualify any submissions that could be offensive or

inappropriate or that do not meet the terms and conditions of these rules.

Odds of winning depend on the number of eligible entries received and calibre of entries. Entries will be judged by a panel of judges, based upon the following criteria, weighted equally: originality, creativity, technical proficiency, and relevance to the category of submission. In the event of a tie, the entry with the highest score in the impact criteria will be declared the winner. The decisions of the Contest judges are final in respect of any matter relating to this Contest.

The potential winner will be contacted by telephone or email by a representative of the Sponsor, and must reply within 48 hours to maintain eligibility. If the potential winner cannot be contacted within this time period or fails to respond to any attempted contact, such potential winner will be disqualified, his/her entry will be declared null and void and the Sponsor reserves the right, in its sole and absolute discretion, to select another potential winner based on the judging criteria, in which event these provisions shall apply to such other eligible entry. No correspondence will be entered into except with the selected winners.

Contest winners will be posted on LefroyHarbour.com on or about October 31, 2018.

- 5. Ownership/Use Rights:** Entrants retain the copyright to their photographs and photo descriptions. However, by entering the contest, you hereby grant the Sponsor a worldwide, irrevocable, perpetual, non-exclusive, royalty-free, sublicenseable and transferable license to print, publish, use, reproduce, distribute, prepare derivative works of, and display your photograph and photo description in connection with the Sponsor's (and its successor's) business, including without limitation in any media formats and through any media channels, including social media; and the right, but not the obligation, to use the entrant's personal information including, without limitation, the entrant's name and geographical location in connection with broadcast, print, online, promotional or other use or publication of photos submitted by the entrant in the Contest.
- 6. Prizes:** The Top Three winners will each receive a company selected gift. During the Contest period, there will also be random monthly Early Bird draw winners of a gift certificate to Harbour House Grill, with an approximate retail value of \$25 CDN.
- 7. Release:** Prior to receiving the prize, the potential winner will be required to sign a declaration of eligibility and release form releasing the Sponsor and its related parties from any and all liability in connection with the Contest and/or the prize, confirming compliance with the rules and consenting to the use of his or her name, geographic location, photograph, and photo description in any and all

forms of media, without further compensation, in any publicity carried out by the Sponsor and/or its advertising and promotional agencies. Such Release must be returned via fax/email within ten (10) business days of the date on the covering letter and/or email accompanying the Release. If the Release is not returned within ten (10) business days of the date on the covering letter and/or email accompanying the Release, the Contest prize will be forfeited.

- 8. Indemnity:** By participating in this Contest, you agree to defend, indemnify and hold harmless the Sponsor, and its parent, subsidiaries, affiliates and/or related companies and each of their officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising, media buyers and promotional agencies from any and all damages, injuries, claims, causes of action, or losses of any kind (including but not limited to lawyers' fees) arising from your participation in the Contest, your violation of any term of these Contest rules, your violation of any third party right, including without limitation any copyright, property, or privacy right; or any claim that your submission caused damage to a third party.
- 9. Privacy:** We use your personal contact information to administer contests, including contacting, announcing and promoting prizewinners.
- 10. Banning:** The Sponsor may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the rules. Such abuse includes entering false information.
- 11. Other:** This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Sponsor reserves the right to cancel or modify the Contest or the Contest rules at any time without notice. All prizes must be accepted as awarded, are non-transferable and are not convertible to cash. The Sponsor reserves the right to substitute any prize or portion of the prize with a prize of equal or greater value. All prizes are awarded as-is and no warranties or guarantees are implied or expressed, beyond the standard manufacturer's warranty. Sponsor is not liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this Contest, including technical failures on the website or Contest software, viruses, website disruptions, malfunctions or website down-time, human error or property damage incurred by any Contest entrant. Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using such assistance. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder

is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Names of the winners will be posted on LefroyHarbour.com on or about October 31, 2018. If you have not been contacted by this date, you may assume that your entry is not a winner. For the names of the winners write to Lefroy Harbour Resorts at 727 Harbour Rd., Lefroy ON L0L 1W0. Requests must be received by December 1, 2018.