

PHOTO CONTEST



Contest begins September 5, 2012 (00:00:01, ET) and ends October 12, 2012 (23:59:59, ET). This contest is being sponsored by The Arthritis Society of Canada (the "Sponsor").

Only residents of Canada who are 18 years of age or older are eligible to participate in the contest.

How to enter

No purchase necessary.

To enter access the Sponsor's Photo Contest Web App at www.wehavearthritis.ca. By registering for the Sponsor's Photo Contest Web App, you will be providing the information that will be used to identify you as an entrant for your uploaded photograph.

When uploading your photograph for the contest, you must also check the box indicating that you provide a "permission release" (the "Release") to submit the photograph as stated in these rules, that you meet and agree to the terms as stated in the Release and that you agree to the Contest Rules. A failure to check that box or provide any requested information during the entry process will mean that you will not be able to participate in the contest.

Once you have uploaded your chosen photograph via the Sponsor's Photo Contest Web App, you will be entered into the contest. No entrant may upload more than one photograph; only one entry per person into the contest.

To be eligible for a contest entry, each photograph must meet the following criteria:

- (i) The photograph must be in JPEG or PNG format.
- (ii) If you did not take the photograph, you must have the consent of the person who has taken the photograph to upload it and for the contest Sponsor to use it in perpetuity for all of the Sponsor's purposes as stated in these rules; by uploading a photograph you state that you have this consent. If you did take the photograph, you must consent to the photograph being uploaded and for the contest Sponsor to use it in perpetuity for all of Sponsor's purposes; by uploading it you state that you provide this consent.
- (iii) If the photograph you submit contains the image of any identifiable person then you must have obtained prior to uploading it the consent of any such individual to appear therein and for it to be submitted and then used in this contest for all purposes stated in these rules. If any such persons are less than 18 years of

age then you must have the consent of their parent or legal guardian in that regard. Those consents must be a consent to upload it, to be used as stated in these rules, for it to be shared as that term is understood within the Facebook/Flickr/Tumblr/Twitter communities, and for it to appear in any promotional advertising of the contest Sponsor including on the contest Sponsor's website.

(iv) No third party logos, trade-marks or other material which may be the subject of copyright can appear in your photos.

(v) Photograph may not depict anything that in the sole opinion of the contest Sponsor is offensive; if in the sole opinion of the contest sponsor a photograph does depict something that is offensive, the Sponsor at its sole option shall be able to remove the photograph and shall be under no obligation to provide any explanation in relation to such action to the person who uploaded the photograph and the Sponsor shall then remove that person's entry as an eligible entry into the contest..

The contest Sponsor reserves the right to remove any photograph at any time and for any reason (and without the entrant's prior knowledge or consent and without providing an explanation) that in Sponsor's sole opinion violates these contest rules.

Notwithstanding anything in these rules, by uploading, you will automatically be deemed to have obtained and/or given and/or to have been given all the consents described above and in the Release. If you do not have these consents, DO NOT participate in this contest.

INDEMNIFICATION: By entering this Contest, and in consideration of the opportunity to win a prize, you represent and warrant that you have all rights and consents necessary to do so and to submit the photograph which you submit, and that you will indemnify the contest Sponsor if you do not have any such consents/rights and the contest Sponsor incurs liability as a result.

Prizes

Three (3) prizes will be awarded, each consisting of a \$200 Future Shop Gift Card. All terms and conditions of the Future Shop Gift Card apply; if lost or stolen it cannot be replaced.

A random selection to determine the winners will be made on October 30, 2012 from among all eligible entries received. The odds of being selected will depend upon the total number of eligible entries received.

No person may win more than one prize.

Prizes will be sent by surface mail to the mailing address on the entry form (if returned as undeliverable, that person will be deemed to have forfeited their prize and nothing will be awarded to them in their place and another winner will be selected in their place). If for any reason a winner must first be notified of their having won before their prize can be delivered to them they will be notified by email at the email address provided during the registration process and if that person does not claim their prize within 10 days of notification by replying to that email message that person will automatically forfeit their prize and nothing will be given to that person and the prize will then be re-awarded.

By entering the contest: (i) the entrant agrees to release the contest Sponsor, and those associated with them, from any liability no matter what the reason including if the contest Sponsor has been negligent in any way in the conduct of the contest and without limiting the generality of the foregoing if any part of a prize or any services that form part of a prize, do not prove satisfactory, either in whole or in part and (ii) by submitting material as part of your entry, including any material that you upload, that such material including any part thereof complies with all conditions related thereto as stated within these contest rules and that the contest Sponsor and those associated with them will bear no liability in relation thereto including the use or posting of your entry or such material associated therewith and the Sponsor and those associated with them shall be released and held harmless by you in the event it is subsequently discovered that you have departed from or not complied with anything contained within these rules and such release shall also include a release from and against any and all claims based on publicity rights, misappropriation of personality, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to your submission, any material uploaded or a component thereof or through the use by the Sponsor of any of your personal information (such as your name and address) in relation thereto.

For greater certainty, in consideration of you submitting an entry into this contest: (i) you grant to the Sponsor, in perpetuity, a world-wide non-exclusive license to publish, display, reproduce, modify, edit or otherwise use your entry including any photograph you upload in relation to that entry, in whole or in part, for advertising or promoting the Contest or for any other reason whatsoever, (ii) waive all moral rights in and to your entry (including any material you upload in relation to that entry) in favour of the Sponsor, including, without limitation, any and all rights of identification of authorship, and any and all rights of approval, and release Sponsor with respect to any claims you may have relating to restriction or limitation on use or subsequent modifications, distortion, mutilation or destruction of such material and (iii) you grant permission to Sponsor to post your photograph on any website, including social media websites for public viewing and evaluation, whether or not any such websites are owned by the Sponsor.

To enter and be eligible to win, a person and their entry including their upload must be in full compliance with these contest rules, and they cannot be an employee of, or domiciled with an employee of the contest Sponsor.

By entering, contestants agree: (i) to the contest rules (in the event of any conflict with anything contained in these Official Rules and promotion details contained in advertising and other promotion materials, the details of the promotion set forth in these Official Rules shall govern and prevail) (ii) to the use of the entrant's personal information for purposes of administering this contest, and (iii) to the use without compensation of the entrant's personal photograph, filmed or recorded image, name and city of residence in all publicity campaigns related to the contest including on the Sponsor's web site and including in any newsletter or publication published by Sponsor (the "publicity usages").

Before being declared a winner, a selected entrant must: (i) first have correctly answered, without mechanical or other assistance, Sponsor's mathematical, skill-testing question administered as part of the contest registration process, and (ii) be in full compliance with these rules. Potential prize winners who do not or fail to comply fully with the contest rules will automatically forfeit their opportunity to win that prize and nothing else will be substituted or given to that potential winner and no alternate winner will be chosen in their place.

General rules:

No correspondence will be entered into except with a potential winner. The decision of Sponsor and their representatives in respect of any matter related to this contest (either before or following selection) is final and without appeal. Contest is subject to all applicable Federal, Provincial and Municipal laws. For residents of Québec any litigation respecting the conduct or organization of this publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

All entries become the property of the Sponsor. Persons tampering with or abusing the entry policy will be disqualified. The Sponsor, including its agents, representatives and those associated with them, are not responsible for any entry, a prize winning notification or the claim for prize, which fails to get entered, is lost, misdirected or which arrives late, as the case may be, whether or not due to the fault of the Sponsor or of any other person or thing and whether or not due to an interrupted or unavailable browser or network server or malfunction, congestion, incompatibility, misconnection or miscommunication, failed or lost computer transmissions, or if the Sponsor's Email/Web site portal is compromised by virus, bugs, unauthorized human or unauthorized non-human intervention, or for any technical malfunction of any telephone network or lines, computer on line systems, servers access providers, computer equipment, software failures, or failure of any entry to be received due to technical problems or traffic congestion on the Internet or Sponsor's web site or other similar technical problems beyond the reasonable control of the Sponsor (collectively, the "technical problems"). Proof of transmission (screenshots) does not constitute proof of delivery.

The Sponsor reserves the right to cancel, terminate, modify, amend or suspend the contest, in its sole discretion, if any of the foregoing technical problems prevents the fair

or proper administration of the on-line portion of the contest and if Sponsor does so, in the sole discretion of the Sponsor, Sponsor further reserves the right when terminating the contest to conduct the drawing that includes those valid entries previously received during the contest period.

The Contest Sponsor will have no liability whatsoever if for any reason the contest is not capable of running as planned due to technical problems, including due to computer virus, bugs, unauthorized tampering, unauthorized intervention, fraud, technical failures, or any other causes. The Contest Sponsor reserves their right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of these rules or otherwise in a disruptive manner. Contest Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with the contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this contest or from downloading any material from the contest Website or elsewhere. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

Each Prize must be accepted as awarded, in the name of the winner (who must be the person who submitted the entry), is not transferable, no cash value will be given for the prize and no substitution will be made for the prize (and without limiting the foregoing, prizes may not be sold or traded). The Sponsor, in its sole discretion, and for any reason, reserves the right to: (i) place reasonable restrictions on the availability or use of a prize or (ii) substitute a prize or aspect of a prize of equal or greater value for a prize or aspect stated in the rules and advertising and promotion materials as being offered to be awarded.

In the event of a dispute over the identity of the person who submitted an on-line entry, the entry will be deemed to be submitted by the authorized account holder of the e-mail account through which the entry was made. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be requested to provide the Contest Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the potentially winning entry.

A Flickr/Tumblr/Facebook/Twitter account is NOT necessary to participate in this contest. Flickr/Tumblr/Facebook/Twitter is not Sponsoring, endorsing or administering this contest. Information provided by an entrant is provided to the contest Sponsor and not Flickr/Tumblr/Facebook/Twitter. In consideration of an entrant submitting an entry, Flickr/Tumblr/Facebook/Twitter shall be automatically released from any liability howsoever caused. Any questions, comments or complaints regarding the Contest must be directed to the contest Sponsor and not Flickr/Tumblr/Facebook/Twitter. The trademarks Flickr/Tumblr/Facebook/Twitter are owned by these respective owners.

By completing the entry form all entrants consent to the collection, use and distribution of their personal information by the Contest Sponsor for the purposes of: (i) running the contest (ii) as permitted by these rules (for example, pursuant to these rules, all entrants who accept a prize consent to the use of their personal information for publicity usages) including as permitted by any release signed and (iii) unless the entrants opts out (by checking the opt out box on the entry form) to the receipt of marketing information from the Sponsor about the Sponsor's products and services. Personal information is defined as anything that identifies an entrant as an individual, such as home telephone number, age, home address, email address, gender. Contest Sponsor will not sell or transmit this information to third parties except for the purposes of administering the Contest. Any inquiry concerning the personal information held by the Contest Sponsor should be addressed to the Contest Sponsor at privacy@arthritis.ca