



TWIN SHORES PHOTO CONTEST RULES AND REGULATIONS

1. General

The Twin Shores Photo Contest (the “Contest”) is governed by these Rules and Regulations. By entering the Contest, you agree to be bound by these Rules and Regulations.

2. Contest Administrators

The Contest is administered by Twin Shores Camping Area (705 Lower Darnley Road, Darnley PEI, C0B 1M0), (the “Contest Administrator”).

3. Start/End Dates

The Contest starts at 8:00am., Atlantic Time, on June 1, 2023 and ends at 11:59 p.m., Atlantic Time, on January 31, 2024.

4. Eligibility

The Contest is open to residents of Canada and the United States.

Entrants are not eligible to win more than one Prize.

5. Photographic Entries

All photographs entered in the Contest must have been taken at Twin Shores Camping Area in 2023. Photographic entries must be original material and must not have been a winner in any other national contest.

All entries are intended for the general public. Entrants are fully responsible for the photographs they submit. Contest Administrators will not accept photographic entries that are offensive and reserve the right to disqualify, in their sole discretion, any photographic entries that contain, for example, racist, hateful, sexist, homophobic or pornographic content.

All photographic entries must be submitted electronically as .jpg or .png files via email to photos@twinshores.com. Photos received by any other manner will not be considered. Digital files should be at least 1MB in resolution.

All entries become the property of the Contest Administrator and may be used for marketing and promotional purposes. Entries will not be returned.

6. Publication

By entering and participating in the Contest, the winner consents to: the use of his/her/their name, address (city and province or territory/state), comments attributable to him/her/them pertaining to the Contest, a Prize, the Contest Administrator, and photographs/videos of the prize winners. No remuneration in connection with any publicity relating to the Contest, carried out by or on behalf of the Contest Administrator in any manner whatsoever including, without limitation, print, broadcast, the internet and social media, is offered to or required by any entrant or Prize winner.



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By entering and participating in the Contest, you consent to the use of your photograph by the Contest Administrator for promotional use, during or after the Contest closing date, without compensation. Promotional material includes, without limitation to any print or electronic marketing and activities such as online images, social media content, promotional activities brochures, booklets, videos, annual reports, posters, advertisements, e-mails, banners and exhibits.

7. Copyright

Photographic entries must not infringe upon or violate any laws or any third-party rights, including, but not limited to copyright, patent, trademark, trade secret or other proprietary rights and must not constitute material that would be considered libeling, defamatory, or a privacy violation.

The owner of a photographic entry retains ownership over the photograph. Each entrant irrevocably and in perpetuity grants the Contest Administrator a world-wide, royalty-free, irrevocable and non-exclusive right and licence to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works or merchandise from the photographic entity to promote the Contest Administrator.

8. Selection of Winners

The winner will be selected based on skill as determined by a panel of Contest judges. This Contest is based on photography skills alone and not subject to random draw or any other element of chance. The winner of the prizes will be chosen and evaluated based on the following judging criteria: composition, content/originality, technical quality and visual impact.

The winner will be contacted via email by March 31, 2024. The winner will be announced publicly in the Twin Shores e-newsletter and on social media soon thereafter.

The prize can be claimed by contacting the Reservations Office via phone (1-877-734-2267). All decisions of the Contest judges are final.

9. Chances of Winning

The chances of winning the Prize will depend on the number of eligible photographs received and the evaluation of the photographs by the panel of judges.

10. Technical

The Contest Administrator is excluded from all liability for any personal injury, loss or damage of whatever kind (including loss of data) caused directly or indirectly, in whole or in part, from uploading photographic entries and material to the Contest website. The Contest Administrator is not responsible for any failure of the Contest website during the Contest, problems or technical malfunctions of computer online systems, servers, access providers, computer



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equipment, software or any email, online or internet entry lost due to technical problems or traffic congestion on the internet or at any website or any combination thereof, including any injury or damage to an entrant's or any other person's computer or property related to or resulting from uploading any photographic entry to the Contest.

11. Cancellation

The Contest Administrator reserves the right, to terminate or suspend the Contest or to amend these Rules and Regulations at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running or being completed, as originally planned (for example, as a result of tampering or infection by a computer virus) the Contest Administrator reserves the right to cancel the Contest.

12. Disqualification

The Contest Administrator, in their sole discretion, may disqualify any individual who attempts to undermine the legitimate operation of the Contest by tampering with any website mechanism, or who violates these Rules and Regulations.

13. Prizes

There will be one (1) winner of the Contest. The Winner will receive no compensation, credit or prizing other than as disclosed in these Rules or otherwise provided at the sole discretion of the Contest Administrators. The Prize is not transferable; no prize substitutions or equivalents are permitted, except by the Contest Administrator at their sole discretion. In all cases, the Contest Administrator reserves the right to substitute a prize of equal or greater value.

Grand prize (1 total)

The Contest grand prize winner will receive a free week of camping at Twin Shores Camping Area (valued at up to \$550). Total approximate value: \$550

Prize value is an estimate; actual retail value will vary depending on what type of campsite the winner chooses. All prizes must be accepted as awarded and may not be used in conjunction with any other offer or promotion, sold, redeemed for cash, combined with any other promotion, or exchanged for a different prize.

To be declared a winner, the selected entrant must sign and return a declaration and release form confirming eligibility and compliance with these Rules and Regulations, consenting to the use, without further compensation, of his/her/their name, address (city and province or territory/state of residence) and photograph(s) in any Contest-related publicity and releasing the Contest Administrator, their directors, officers, employees and their respective agents, affiliates, parents, subsidiaries, and assigns, from all liability arising in connection with the Contest or the



acceptance, use or redemption of a Prize as awarded. The declaration and release must be returned to the Contest Administrators within ten (10) days after receipt. Entrants who fail or are unable to meet any of these Rules and Regulations may be disqualified and an alternate winner will be selected.

14. Limitation of Liability

By entering and participating in this Contest, each entrant agrees to hold harmless the Contest Administrator, their directors, officers, employees, agents, affiliates, parents, subsidiaries, and assigns from any liability for damage, injury, death, loss, cancellation or other liability arising from the entrants acceptance or use of a Prize or substituted prize or having participated in this Contest including, without limitation, claims based on publicity rights, defamation, invasion of privacy, travel-related injuries and/or death, or from the misuse or malfunction of a Prize or substitute prize. Winners assume all liability for any injury or damage caused, or claimed to be caused, whatsoever and howsoever arising, by participation in this Contest or use or redemption of any Prize.

The Contest Administrators, their directors, officers, employees, agents, parents, subsidiaries, and assigns assume no liability for losses incurred as a result of a cancellation of the Contest or for any reason whatsoever or through the acts or defaults of any company or person providing a Prize or for events occurring after the award of a Prize. All such losses or expenses will be borne by each individual Prize winner. The Contest is subject to all applicable federal, provincial, and local laws and may be void where prohibited by the law of the entrant's place of residence. Decisions of the Contest Administrators regarding all aspects of the Contest are final.

15. Disputes

By participating in the Contest, each entrant agrees to be bound by these Rules and Regulations. In the event of any dispute as to whether a person is an entrant, a potential winner or a winner, or as to the qualification of any entrant, potential winner or winner to, or the adequacy of any prize or any substitute prize, the decision of the Contest Administrator will be final.

16. Privacy

The Contest Administrators respect every entrant's right to Privacy. By entering this Contest, each entrant is deemed to automatically have provided his/her/their consent that personal information collected from entrants will only be used by the Contest Administrator or their affiliates to administer the Contest and to publish the winning photograph. Neither the Contest Administrators nor their affiliates will share personal information relating to entrants with any third parties, except as necessary for the administration of the Contest or as may be required by law. Any conflict or discrepancy between the foregoing provisions of this Rule 16 and any applicable laws or regulations of Canada, or the provinces or territories of Canada, with respect



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to privacy, shall be resolved in favour of such applicable laws or regulations. The Contest Administrators will not attempt to contact the entrant for any purpose other than as may be required by law unless they have opted-in to receive relevant communications from the Contest Administrators. If you have any questions about Twin Shores' use of your personal information, please contact Twin Shores by email at info@twinshores.com.

17. Interpretation of these Rules

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules and Regulations, or the respective rights and obligations of the prize claimants and the Contest Administrator in connection with the Contest, shall be governed by, and construed in accordance with the laws of Canada applicable therein with respect to residents of the other Canadian provinces and territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws and should such an attempt be made, the Contest Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. The Contest is subject to all applicable federal, provincial and municipal laws.