

TERMS AND CONDITIONS OF #BEPLASTICWISE “SHARE YOUR STORY” SUBMISSION

CONTEST OFFICIAL RULES:

Ocean Wise #BePlasticWise Campaign “Share Your Story” Draw

NO PURCHASE NECESSARY

HERE'S HOW IT WORKS:

Submit a social media post (photo, video or text) and tell us why you signed the #BePlasticWise pledge and your story on tackling plastic pollution. Entries can be submitted by:

- Uploading a social media post (photo, video or text) to Instagram, Facebook or Twitter using the hashtag #BePlasticWise.

LIMIT one (1) entry per individual. Entrants can upload multiple posts but they will only be counted as one entry.

Only entries received during the Entry Period will be eligible to win. Any entry that fails to meet the submission criteria will not be entered into the Contest.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or Twitter. You understand that you are providing your information to Sponsor and not to these organizations. Unless you have previously provided your contact information, the personal information you provide will only be used for the purposes of contest administration and may be used for promotion of the contest as we share select photos on social media and onsite. The Ocean Wise Privacy Policy can be viewed [here](#).

ELIGIBILITY

This contest (the “Contest”) is open only to Canadian residents excluding Quebec of all ages. Employees and volunteers of Ocean Wise Conservation Association (“**Sponsor**”) and their

respective affiliates, subsidiaries, advertising and promotion agencies (collectively, the "Promotion Entities") and the immediate family members and/or those living in the same household as such person, are not eligible. All federal, provincial and local laws and regulations apply. The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserve the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

CONTEST PERIOD

The Contest begins Friday , March 29 2019 at 3:00p.m. PT and ends Monday, April 15 2019, at 5:00 p.m. PT (the "**Contest Period**") after which time the Contest will be closed and no further entries shall be accepted.

Grand prize winning ballot will be drawn at 10:00a.m. on Tuesday, April 16th, 2019.

The draw will take place with two (2) witnesses, including the draw coordinator.

By participating in the Contest, each entrant agrees to be bound by these Rules and by the interpretation of these Rules by the Sponsor, and further warrants and represents that his/her entry.

AVAILABLE PRIZES

One (1) winner will win one gift card to the Vancouver Aquarium gift shop for \$100.00. Chances of winning are dependent on the number of entries received.

Prizes consist only of elements listed above.

PHOTO USE

Users who tag #BePlasticWise on Twitter, Instagram or Facebook for the Plastic Wise challenge to “Share Your Story” agree to the following use of their property:

Photos, videos or text submitted via social media platforms (Facebook, Instagram, Twitter) using the hashtag #BePlasticWise may be included in Ocean Wise channels that feature user submitted content and #BePlasticWise participation.

TERMS OF PHOTO SUBMISSIONS

By participating in the photo submission campaign and/or Contest, each entrant agrees to be bound by these Rules and by the interpretation of these Rules by the Sponsor, and further warrants and represents that his/her Entry:

1. is original to him/her and that the entrant has all necessary rights in and to the Entry to enter the Contest;
2. does not violate any law, statute, ordinance or regulation;
3. does not contain any reference to or likeness of any identifiable third parties;
4. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever, and
5. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:
 - o Nudity;
 - o Sexual activity;
 - o Crude, vulgar or offensive language and/or symbols;
 - o Derogatory characterizations of any ethnic, racial, sexual or religious groups;

- o Content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;
- o Personal information of individuals, including without limitation, names and addresses (physical or e-mail);
- o Conduct or other activities in violation of these Rules;
- o Any identifiable third party products and/or trade-marks, brands or logos. For example, any clothing worn by persons appearing in an Entry must not contain any visible logos, trade-marks or other third party materials, unless the necessary permissions/licenses have been obtained, and
- o Any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor and/or the Contest Parties in their sole discretion.

By submitting a social media post with a photo, video or text (the "Entry"), each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use the Entry (including, where applicable, their name or voice or image as contained within their Entry), in whole or in part, for advertising or promoting the "Share Your Story" campaign or for any other reason; (ii) waives all moral rights in and to his/her Entry in favour of the Sponsor; and (iii) agrees to release and hold harmless the Promotion Entities and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Releases") against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action related to the Entry. For greater certainty, the Sponsor and/or the Promotion Entities reserve the right, in its/their sole discretion, to: (i) disqualify any Entry; (ii) modify, edit or remove any Entry from the "Share Your Story" campaign website; and/or (iii) request an entrant to modify or edit his or her Entry; if a complaint is received with respect to the Entry, or for any other reason.

BEFORE BEING DECLARED A WINNER

Once a name is drawn, the winner will be contacted via a @mention on Twitter, Facebook or Instagram. The winner will be asked to contact the Sponsor to provide:

- First name
- Last name
- Phone number
- Valid email
- Date of birth
- City and Province

A winner who is a minor (under the age of 19 as of Mar 29, 2019) will need to provide an additional form with signed parental consent to claim their prize.

If a selected entrant: (i) cannot be contacted by email and/or telephone within two (2) attempts or two (2) business days of the selection date, or there is a return of any notification as undeliverable; within the specified time; then he/she will be disqualified and will forfeit his/her opportunity to be a winner (and to receive the Prize) and the Sponsor reserves the right, in its sole discretion, to name another winner.

PRIVACY & USE OF INFORMATION

Unless you have previously provided your contact information, the Sponsor may contact you solely for purposes related to the administration of the Contest. Your personal information will not be sold or given to third parties. Please see our privacy policy at <https://ocean.org/wp-content/uploads/OWCA-Privacy-Policy-September-2018.pdf>

PRIZE CONDITIONS

No substitution of prize by winner permitted. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate winner will be selected. All income taxes, if any, are the sole responsibility of prize-winners. Sponsor reserves the right to substitute any prize for one of equal or greater value. By participating in this contest, entrants agree to be bound by these Official Rules. By accepting a prize, the winner agrees to hold the contest Entities harmless against any and all claims and liability arising out of use of prize. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in this promotion or use or redemption of any prize. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any contest materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

GENERAL RULES

The Contest may be cancelled, modified, terminated by the Sponsor. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with any entry process and to cancel, modify, terminate or suspend any associated Entries. In the event of termination, a notice will be posted on ocean.org and the draw for the grand prize will be held from all eligible entries received prior to the time of termination. Sponsor is Ocean Wise Conservation Association located at 845 Avison Way, Vancouver, British Columbia, Canada, V6G 3E2.