

Contest Rules for a Skill Contest (Photo Contest) – Copyright Ownership Assigned by Winner

Ultimate Travel Show Facebook Ticket Giveaway RULES

- 1. Agreement:** These rules govern the **Ultimate Travel Show Facebook Ticket Giveaway** (“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 is Premier Consumer Shows, a division of Metroland Media Group Ltd. (“Sponsor”).
- 3. Eligibility:** The Contest is open to all residents of Ontario who have attained the age of 18, except for employees, their immediate families and anyone living with any employee of the Sponsor or its corporate affiliates, advertising or promotional agencies. Limit of one entry per person.
- 4. Contest and Judging Criteria:** To enter the Contest, submit a photograph, and a short essay (in 75 words or less) about where it was taken and why you feel this is your best or favourite photo. Photos can be in colour, black and white, sepia, or other variations. Submit the photo by uploading it to the Ultimate Travel Show’s Facebook Fan page. Include your name, address, email address and short essay when you post your photo to the “Profile” of the Facebook Fan page. How to upload a picture: Where you normally write on the Wall, there’s an icon of a photo just under “Write Something...”. Click on the icon, and click upload picture. Before you hit submit, don’t forget to type your name, address, email address and short essay in the “Write Something...” field. Contest begins on Monday January 4, 2010 and ends Wednesday January 20, 2010 at 4:00p.m (the “**Contest Period**”). One winner will be selected by 4:00 p.m. every Friday between January 4 and January 15 with an additional winner being selected on Wednesday January 20, 2010. Entries must be received by Wednesday January 20, 2010 by 3:00p.m. All entries submitted during the contest period will be considered in each week’s contest giveaway, therefore you will not need to submit a new photo each week. 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 mail or email your photo to the “Sponsor”. 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 written 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.

Entries will be judged by a panel of three judges starting on or about 2:00p.m. Odds of winning depend on number of eligible entries received and caliber of entries. Entries will be judged based upon the following three criteria, weighted equally: quality of photo (technical: is the photo in focus, is lighting balanced), creativity/artistic eye (is the subject

captured in a unique way, does the picture demonstrate originality), and overall impression (does the photo catch the judges' attention, does it have the "wow" factor). In the event of a tie, the entry with the highest score on overall impression will be selected. The decisions of the contest judges are final in respect of any matter relating to this Contest.

Each potential winner will be contacted by email by a representative of the Sponsor, and must reply within **72** 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.

- 5. Prize:** Six (6) winners will receive two (2) tickets to Toronto's Ultimate Travel Show (approximate retail value of \$24). Winner must come to 447 Speers Rd, Unit 4, Oakville ON, L6K 3S7, or the prize may be picked up at ticket pick-up counter at Toronto's Ultimate Travel Show, Metro Toronto Convention Centre, South Building, Hall D: 222 Bremner Blvd, Toronto ON. If the winner does not claim the prize within 72 hours of notification, the next eligible entry selected by the judging criteria set out in these rules will be contacted, and the first potential winner will have no further claim to the prize.
- 6. Release, Copyright Assignment and Waiver of Moral Rights:** As a condition of being declared a winner and prior to being awarded the prize, the potential winner will be required to show valid photo ID and to sign a declaration of eligibility and release form (or confirm release via email) (i) releasing the Sponsor and its related parties from any and all liability in connection with the Contest and/or the prize (ii) confirming compliance with the rules (iii) consenting to the use of his or her name and photograph, 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 and (iv) assigning all intellectual property rights, including copyright, in the photograph and essay to the Sponsor and waiving his/her moral rights in the photograph and essay.
- 7. 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.
- 8. Privacy:** We use your personal contact information to administer contests, including contacting, announcing and promoting prizewinners. In addition, we may use this information to send you offers or information from us, our affiliates and from selected Sponsor or advertisers ("Marketing Offers"). If you do not wish to receive Marketing Offers, you may opt-out at any time by: following the instructions at the bottom of any email Marketing Offer you receive, informing your telemarketer at the time you are called with a Marketing Offer, calling 1-866-287-6732 and requesting that your personal information not be used for Marketing Offers, or emailing

privacyofficer@metroland.com and requesting that your personal information not be used for Marketing Offers. The Contest is run in compliance with Toronto's Ultimate Travel Show privacy code, which may be found in full at <http://www.metroland.com/page/Privacy%20Policy>.

- 9. 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 and entering more than once.

- 10. 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 part of Contest software, virus, 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.