

HALTON BLOOMS FACEBOOK PHOTO CONTEST RULES

- 1. Agreement:** These rules govern the Halton Blooms Facebook Photo Contest (the “Contest”). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of the Contest rules and the decisions of the Sponsor and the Contest judges, which decisions shall be final and binding upon all entrants.
- 2. Sponsor:** The Contest sponsors are Milton Canadian Champion, Burlington Post and Oakville Beaver, publications of Metroland Media Group Ltd. (the “Sponsor”).
- 3. Eligibility:** The Contest is open to residents of Halton Region, Ontario who have reached the age of thirteen (13) as of the start of the Contest Period, 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 (1) entry, consisting of one (1) garden photo, per Facebook user. Incomplete or illegible entries, bulk drop offs, photocopies, scanned copies, facsimiles or other mechanically or electronically reproduced entries will not be accepted and will be disqualified.
- 4. Contest:** To enter the Contest, access the Contest Website at <https://www.facebook.com/HaltonPhotog>, read these Contest rules, and follow the on-screen instructions to fully complete and submit the Contest entry form and upload your garden photo during the Contest Period. A valid Facebook account will be required. The Contest Period begins at **9:00 AM ET on Friday, June 6, 2014** and ends at **11:59 PM ET on Friday, June 20, 2014**. Submissions will be accepted from 9:00 AM ET on Friday, June 6, 2014 until 11:59 PM ET on Friday, June 13, 2014. **In order to be eligible for voting and to win, entries must be received by 11:59 PM ET on Friday, June 13, 2014.** By entering this Contest, you acknowledge and agree that all entries become the property of the Contest Sponsor and will not be returned or acknowledged. To be eligible, an entry must be the entrant’s original photograph, 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) if applicable, 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.
- 5. Voting:** Entries will be posted on the Contest Website to be voted on by the public. There is a limit of one (1) vote per Facebook user, per day. The Voting Period will begin

at **12:01 AM ET on Saturday, June 14, 2014** and end at **11:59 PM ET on Friday, June 20, 2014**. The photo that has obtained the highest number of votes at the end of the Contest Period will be selected for the first-place prize. The photo that has obtained the second highest number of votes at the end of the Contest Period will be selected for the second-place prize. The photo that has obtained the third highest number of votes at the end of the Contest Period will be selected for the third-place prize. In the event of a tie, the photo with the highest resolution will be selected. The potential winners (or his/her parent or legal guardian if a minor) will be contacted by telephone or email by a representative of the Sponsor by Wednesday, June 25, 2014, and must reply within 48 hours to maintain eligibility. If a potential winner (or his/her parent or legal guardian if a minor) 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 the eligible entry with the next-highest number of votes in the relevant category, in which event these provisions shall apply to such other eligible entry.

- 6. Prize:** Three (3) prizes are available to be won. The prize for the first-place winner consists of a \$100 gift certificate to Connon Nurseries, located at 383 Dundas St. East, Waterdown, Ontario, L0R 2H0. The prize for the second-place winner consists of a \$75 gift certificate to Connon Nurseries, 383 Dundas St. East, Waterdown, Ontario, L0R 2H0. The prize for the third-place winner consists of a \$50 gift certificate to Connon Nurseries, located at 383 Dundas St. East, Waterdown, Ontario, L0R 2H0. Total retail value is approximately \$225 CDN.

Winners (and his/her parent or legal guardian if a minor) must come to 5040 Mainway, Unit #1. Burlington ON. L7L 7G5 to collect the prize won. If the winner does not claim the prize within five (5) days of notification, the eligible entry with the next-highest number of votes will be contacted and the first selected entrant will have no further claim to the prize. Sponsor will not mail or courier the prize and is not responsible for unclaimed prizes. In order to be eligible to win a prize, each selected entrant (or his/her parent or legal guardian if a minor) must correctly answer a mathematical skill-testing question without assistance or mechanical or electronic aid.

- 7. Release, Copyright Assignment and Waiver of Moral Rights:** Each entrant irrevocably assigns and transfers to the Sponsor any and all rights, title, and interest in each photograph submitted including, without limitation, all copyright. Sponsor shall have the right in perpetuity to reproduce, copy, display, distribute, edit or modify any entrant's photo for use in connection with this Contest or other marketing and advertising purposes, and each entrant waives any and all moral rights he/she may have in any photo submitted. Each entrant agrees to complete and sign all documents necessary to confirm the rights granted under these official rules. By entering this Contest, each entrant consents to the posting of his or her entry, including any photo or related caption or comment, and the use of his or her name, likeness, image,

photograph, and comments online, in connection with the Contest, without any further notice, review, approval, consent or compensation. In addition, each entrant acknowledges and agrees that posting a photograph online brings that photograph within public view, and the Sponsor will not be held liable for any copying, reproducing, re-posting, or unlawful use of the posted photograph, or any other injury, damage or loss to entrant or any other person that may result. As a condition of being declared a winner and prior to being awarded the prize, each selected entrant will be required to show valid photo ID and to sign a declaration of eligibility and release form (i) releasing the Sponsor and its related parties, as well as Facebook Inc., from any and all liability in connection with the Contest and/or the prize; (ii) confirming compliance with these Contest 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 to the Sponsor and waiving his/her moral rights in the photograph. If a potential winner is under the age of majority, his/her parent or legal guardian must also sign and return the declaration of eligibility and release form.

- 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 out of or relating to your participation in the Contest; your receipt or use of any prize; 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 any type of damage to a third party.
- 9. Privacy:** We use your personal contact information to administer this Contest, including contacting, announcing and promoting prizewinners. See the Sponsor's privacy policy at <http://www.metroland.com/page/Privacy%20Policy> for information on how personal information received in respect of the Contest is handled.
- 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 and entering more than once.
- 11. Other:** Odds of winning depend on the number and calibre of eligible entries received. 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. 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 of any website or 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.

12. Facebook Disclaimer and Release: This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. You understand that you are providing your information to Sponsor and not to Facebook, Inc. Any questions, comments or complaints must be directed to the Sponsor, and not to Facebook, Inc. By participating in the Contest, each entrant releases and agrees to indemnify Facebook, Inc. and hold it harmless from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest-related or prize-related activity, or the receipt, enjoyment, participation in, use or misuse, of any Contest or prize-related activity, whether hosted by Sponsor or a third party.