

## **2024 PHOTO & VIDEO CONTEST** **OFFICIAL RULES**

The WorldStrides Canada 2024 Photo & Video Contest (the “Contest”) launches at 12:01 a.m. ET on January 17, 2024 (the “Contest Start Date”) and ends at 11:59 p.m. ET on June 30, 2024 (the “Contest End Date”) (such period referred to herein as the “Contest Period”). The Contest is sponsored by WorldStrides Canada Inc. and Les Tours Jumpstreet Inc., doing business as Explorica Canada, Brightspark Canada, Jumpstreet Tours, and Éducatours (the “Contest Sponsor”).

### **1. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Participants may enter the Contest by participating in an educational tour operated by Contest Sponsor, and taking and submitting one or more photographs or videos (the “Images”) showcasing you and your fellow participants experiencing the culture of your tour destination(s).

Participation in the Contest is voluntary and does not require you to purchase anything from the Contest Sponsor. No illegible, incomplete or forged entries will be accepted. All entries become the property of the Contest Sponsor and will not be returned. By participating in the Contest, you hereby assign, and will assign, to Contest Sponsor all of your right, title and interest in the Images. For clarity and without limitation, Contest Sponsor may reproduce, modify, display and otherwise use the Images for promotional purposes in any medium without additional compensation.

### **2. PRIZES:**

#### **Monthly Prizes:**

There are forty-eight (48) monthly prizes available to be won. Eight (8) winners will be chosen per month for the duration of the Contest (January – June 2024). These winning entries will include photo and video entries, and all participants (travellers, chaperones, and Program Leaders) are eligible for entry. These monthly winners will receive a **\$25 Tim Hortons e-gift card or a \$25 Amazon e-gift card** in local currency. Monthly prize winners: allow for 1-2 weeks after validation of arrangement for receipt of prize.

#### **Grand Prizes:**

There are sixteen (16) grand prizes available to be won. **Entries that win Best Photo (8) and Best Video (8) will receive a \$250 Amazon e-gift card** in local currency. Grand Prize Winners: allow 3-4 weeks after validation of arrangement for receipt of prize. Only eight (8) prizes will be rewarded for each category.

Odds of winning are affected by the number of eligible entries received by the Contest End Date. The total retail value of all prizes is \$5,500. The winners will be solely responsible for all other expenses not specifically set forth herein.

Participants may submit their Images by using the following websites:

**English submission portal:** <https://worldstrides.submittable.com/submit/282386/worldstrides-canada-2024-photo-video-contest>



**French submission portal:** <https://worldstrides.submittable.com/submit/282950/worldstrides-canada-concours-photo-video-2024>

Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Contest Sponsor is responsible only for prize delivery. In order to receive a prize, the winners may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winners.

### **3. ELIGIBILITY:**

***Participant Eligibility:*** The Contest is only open to legal residents of Canada and the United States of America who were participants in an WorldStrides Canada educational tour between January 1, 2024, and June 30, 2024. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Contest Sponsor and warrants that they are eligible to participate in the Contest. Employees, independent contractors, representatives, agents, officers, and directors of the Contest Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. **THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to all applicable federal, provincial and municipal laws and regulations.

***Image Eligibility:*** In order to be eligible for the Contest, Images that are submitted in connection with the Contest will only be eligible if such Images (a) feature you or your fellow tour participants experiencing the culture of a location visited during your tour; (b) are in colour; (c) are submitted during the Contest Period; (d) contain only the original content of the participant; (e) were taken during the official Contest Period; and (f) do not contain content that is unlawful, hateful or obscene, in the Contest Sponsor's sole discretion. **Minors:** All entrants who are minors in their province, territory, or state of residence must obtain permission from their parent or legal guardian to participate in the Contest. In such cases, the parent or legal guardian will be deemed to be the entrant who must comply with all Contest requirements set forth herein and who may accept the prize on behalf of the minor winner.

***Submission Conditions:*** The Contest Sponsor may, in its sole discretion, elect to use, in whole or in part, any submission materials (i.e. Images) submitted into this Contest for its own future advertising and/or promotional activities, without notice or compensation and any entrant submitting such materials forfeits any further copyright or similar claims to same. Each entrant warrants to the Contest Sponsor and its parent and affiliate companies that their submission materials do not contravene or infringe on anyone else's copyright or other intellectual property. Submission materials must not:

- a) contain defamatory words/statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group);
- b) threaten any person, place, business, or group;
- c) disparage persons or organizations associated with the Contest Sponsors;
- d) invade privacy or other rights of any person, firm, or entity;
- e) contain material that is in any way unlawful, in violation of or contrary to all applicable federal, provincial or municipal laws and regulations where the submission is created;

[worldstrides.ca](http://worldstrides.ca)



- f) contain material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous; and
- g) reference any persons or organizations without their prior express written permission.

The Contest Sponsor reserves the right, in its sole discretion, to (a) revise the submission materials, or request the entrants to revise and resubmit the submission materials in order to make such submission materials compliant with these submission conditions, (b) remove any submission materials which are deemed inappropriate according to the Contest Sponsor; and (c) disqualify any individual who is found: (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Official Rules; or (iii) to be acting in an un-sportsmanlike or disruptive manner; (iv) to be in violation of any of the submission conditions specified above; or (v) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Contest Sponsor's sole discretion.

Prior to posting any submission materials (i.e. Images) that depict a person that is under the age of majority in their province, territory, or state of residence, an entrant is responsible for seeking the permission of each depicted minor person and their parent or legal guardian.

The Contest Sponsor will consider only those Images that meet all of these criteria, in the sole discretion of the Contest Sponsor. The Contest Sponsor reserves the right, in its sole discretion, to disqualify Images which Contest Sponsor determines at any time in its sole judgment to fail to meet any of these criteria.

#### **4. SELECTION OF WINNERS:**

The Contest Sponsor will select the winning Images from among all eligible entries. The Contest Sponsor will judge the Images based on image composition, image resolution and overall quality, image candidness, significance of content, originality, creativity, and overall presentation, among such other criteria as Contest Sponsor may consider in its sole discretion. Winner selection shall be made in the Contest Sponsor's sole and absolute discretion.

The winners will be notified by e-mail using the information provided when the participant uploaded their Images using the Contest Sponsor's *Submittable* platform within 30 days of the date the winners are selected. Such notification shall include instructions for proper acceptance of the prizes by the winners. In the event a potential winner does not accept a prize, is ineligible, is not reached within one week of the first attempt to contact, or the prize or prize notification is not deliverable, an alternate winner may be selected based on the next highest scoring Image as determined by the Judges. The Contest Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a winner. The winners agree to Contest Sponsor's use of their name, address, likeness, and prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the winners may be required to sign and return a Declaration of Eligibility Release of Liability, and Publicity Release.

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (RACJ) for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

**On February 7, 2024**, the Contest Sponsor will select the Monthly Contest winning Images from among all eligible entries submitted during the month of January 2024.



**On March 6, 2024**, the Contest Sponsor will select the Monthly Contest winning Images from among all eligible entries submitted during the month of February 2024.

**On April 3, 2024**, the Contest Sponsor will select the Monthly Contest winning Images from among all eligible entries submitted during the month of March 2024.

**On May 1, 2024**, the Contest Sponsor will select the Monthly Contest winning Images from among all eligible entries submitted during the month of April 2024.

**On June 5, 2024**, the Contest Sponsor will select the Monthly Contest winning Images from among all eligible entries submitted during the month of May 2024.

**On July 4, 2024**, the Contest Sponsor will select the Monthly Contest winning Images from among all eligible entries submitted during the month of June 2024.

**On July 4, 2024**, the Contest Sponsor will select the Grand Prize winning Images from among all eligible entries submitted during the duration of the Contest.

## **5. CONDITIONS:**

The Contest Sponsor, and its agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the “Representative Persons”) are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible Images/entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Contest Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (vi) any printing or typographical errors in any materials associated with the Contest.

The Contest Sponsor reserves the right, in its sole discretion, subject only to the approval of the RCAJ (the Régie) in Québec, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Contest Sponsor’s control corrupt or affect the administration, security, fairness or proper conduct of the Contest.

By participating in the Contest, participants and winners agree to release, discharge and hold harmless the Contest Sponsor, and its agents, directors, officers, shareholders, employees, insurers, servants, parents, divisions, subsidiaries, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant’s right of publicity.



## **6. TERMINATION/MODIFICATION:**

The Contest Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Official Rules or administration of the Contest in whole or in part without prior notice and with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, computer virus, tampering, fraud, unauthorized human intervention, corruption of security of the Contest or other causes beyond the control of the Contest Sponsor that may corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such event, the Contest Sponsor may select (a) winner(s) from among all eligible entries received up to the time of cancellation, termination or suspension.

## **7. RELEASE:**

By participating in the Contest, participants and winners agree to release, discharge and hold harmless the Contest Sponsor, the Representative Persons and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity.

## **8. CONSTRUCTION:**

Throughout Canada, not including Québec, this Promotion and its Official Rules shall be governed by Ontario law and all Promotion entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Promotion, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

In Québec and all other locations, this Contest shall be governed by Québec law. By participating in this Contest, participants agree that Québec courts shall have jurisdiction over any dispute or litigation arising from or relating to this Contest and that venue shall be only in Montréal, Québec.

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the RCAJ for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

## **9. WINNERS LIST:**

The contest winners' entries will be displayed online at [worldstrides.ca/blog](http://worldstrides.ca/blog), at [jumpstreet.com/blog](http://jumpstreet.com/blog), and at [educatours.com/gagnants-concours-photo-video-2024](http://educatours.com/gagnants-concours-photo-video-2024) on July 10, 2024. A copy of these Official Rules will be available online at [worldstrides.ca/photo-contest](http://worldstrides.ca/photo-contest) and the submission portals throughout the duration of this contest and for at least 90 days thereafter.



**10. CONTEST SPONSOR:**

<i>WorldStrides Canada, Inc. 2024 Photo and Video Contest 3280 Bloor Street West, Suite 901 Toronto, ON M8X 2X3</i>	<i>Les Tours Jumpstreet, Inc. 2024 Photo and Video Contest 780 Brewster, Suite 02-300 Montréal, QC H4C 2K1</i>
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**11. NOTICE:**

The Contest Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

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