

York U Photo Challenge 2021

OFFICIAL CONTEST RULES

1. Contest Period

The York U Photo Challenge (the “Photo Challenge”) is organized by York University (the “Organizer”) and will take place from 12:01 a.m., Eastern Time (EST), November 3, 2021, to 11:59 p.m., Eastern Time (EST), November 29, 2021 (the “Contest Period”).

2. Eligibility

- a. The Photo Challenge is open only to legal residents of Canada, excluding Quebec, who have reached the age of majority in the province or territory in which they reside at the time of entry, who graduated, attended, or are current York students at York University.
- b. **You are not eligible to enter if you are:**
 - i) An employee, representative or agent of York University, its advertising or promotional agencies, professional representatives, printing supplies, licensees, or the prize suppliers;
 - ii) A retailer on any of York University’s campuses; or
 - iii) A member of the immediate family of any of the above persons (i.e. spouse, child, sibling, parent) or a member of the household of any of the above persons.

3. How to Enter

- a. No purchase is necessary to enter.
- b. To Enter:
 - i. **Step 1:** To participate in the YU Photo Challenge Registration, obtain the photo card through the [York U Alumni and Friends website](#);
 - ii. **Step 2:** Take four original photos that visibly show the item based on the photo card;
 - iii. **Step 3:** Based on the photo card, the entrant to visit Keele campus, take four original photos of the landmarks, statues, buildings, and spaces listed. The following items are acceptable for entry: Calumet College, Pioneer Village Station, Model of Men, Winter College, Victor Phillip Dahdaleh Building, Schulich School of Business, York University Keele Campus Sign on York Boulevard, Vari Hall, The Second Student Centre and Tait McKenzie Centre.
 - iv. **Step 4:** Submit the four photos through the [YU Photo Challenge Submission form](#) or create a public post to Instagram or Twitter to be eligible to receive a complimentary gift.
- c. Your submission:
 - i. You may submit only one (1) entry;

- ii. To be eligible, submission must be received before the closing date, 11:59 p.m., Eastern Time (EST), November 29, 2021, the Contest closing date.
- iii. Must not contain any obscene or defamatory statements, including but not limited to words or symbols that are widely considered offensive to individuals of a particular race, ethnicity, religion, sexual orientation, disability, or age (as determined in the selection committee's sole direction);
- iv. Must be your original work and must not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, or regulations;
- v. Must not have been entered in or won any previous contest, giveaway or awards and has not been published earlier in any medium;
- vi. If a submission is made and there is limited ability to discern the identity of the individual who has made the submission, a representative from the Alumni Engagement team will send a direct message via the applicable medium to confirm the name and who attended York University by verify his/her status and determine eligibility.
- vii. In the event of a dispute, entries shall be deemed to be submitted by the "Authorized Account Holder" of the Instagram or Twitter account who submitted the Entry. "Authorized Account Holder" is defined as the person who is assigned to the Instagram or Twitter. An entrant/follower may be required to provide proof that he/she is authorized account holder.
- viii. Submissions will not be acknowledged or returned. The Organizer reserves the right to disqualify any entries by the person determined to be tampering with or abusing any aspects of the giveaway or which violate or are deemed ineligible under these Official Rules.
- ix. If you submit multiple comments on the contest post, York will rely on the earliest qualifying post prior to the closing date.
- x. You hereby represent that every person depicted in the photo has provided their consent to have it displayed on social media and/or used by York for promotional purposes.
- xi. Photos may only be entered once. In the event the same photos are entered more than once, whether by the same person or different people, the Organizer reserves the right to disqualify all entries using a duplicate video received after the first entry.
- xii. All entries become the property of York University and may be reproduced, reused and displayed for promotional purposes in media.
- xiii. York University is not responsible for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged, or destroyed entries, or for any unavailable network connects, failed, incomplete, garbled or delayed computer transmissions, on-line failures, hardware, software or other technical functions or disturbances or any other communication failures or circumstances affecting, disrupting or corruption the challenge in any manner.

4. Prizes

- a. There is a total of three (3) prizes to be won. Each winner will receive \$100 York Bookstore Gift card.
- b. Entries will be randomly selected, by the Organizer.

- c. The odds of winning depend on the number of eligible entries received.
- d. The winners will be contacted on or after December 1, 2021.
- e. All the winners will be contacted within five (5) business days of selection by Instagram Direct Message, Twitter Direct Message, or email.
- f. If the selected winner cannot be contacted within that time or does not comply with the Contest Rules, the prize will be forfeited, and the prize will be reassigned through random draw. The new winning Entrant(s) will have five (5) business days to confirm acceptance.
- g. In order to win the prize, all the eligible entrants must first correctly answer a mathematical skill testing question administered by email.
- h. No cash alternative or substitution of the prize is provided, except for York University, in its sole discretion, reserves the right to substitute a prize of equal or greater value if the prize is unavailable at any reason. The prize is provided "as is" without warranty of any kind and must be accepted as awarded. York University disclaims all warranties including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement.
- i. Prize is not transferable unless authorized in writing by York University before the transfer is made. Such authorization may be granted or withheld in York University's sole direction.
- j. Any applicable taxes are the responsibility of the winner.
- k. In order to be declared a winner, the selected winner(s) will be required to swear an affidavit indicating eligibility and compliance with these Official Contest Rules. In the event that the winner has not yet reached the age of 18 years or the age of majority in the winner's province or territory of residence, then the selected winner's parent/legal guardian must sign the affidavit to confirm compliance and consent with these Official Contest Rules and to accept the prize on behalf of the minor and provide a release and indemnity pursuant to Subsection 5(d) below.

5. Conditions of Participation

By participating in this giveaway, you agree:

- a. To be bound by these Official Rules and the decision of York University, whose decisions are final;
- b. To the use of your name, likeness, voice, image, recording, video footage and statements in connection with this Photo Challenge and the promotion and exploitation thereof;
- c. That if selected as the winner, you give York University and its agent the right to public or broadcast your name, likeness, voice, image, recording, video footage or statements for editorial, promotional, advertising and publicity purposes, without compensation other than the value of the prize offered; and
- d. To release and indemnify and hold harmless York University, its advertising and promotional agencies, the prize supplies and all their respective officers, directors, employees, owners, agents, contractors, representatives, successors and assigns from any liability in connection with or arising out of this Photo Challenge, the awarding of the prize, the use of any personal information or the use of merchandise purchased in relation to winning a prize.

6. Termination

York University also reserves the right, without prior notice, and at any time, to terminate the Photo Challenge, in whole or in part or modify, suspend or extent the Photo Challenge in any way.

7. General Provisions

In the event of York University is prevented from continuing with the Photo Challenge by an event beyond its control, York University has the right to modify, suspend, extend or terminate the Photo Challenge.

The invalidity or unenforceability of any provision of these Official Contest Rules does not affect the validity or enforceability of any other provision.

This Photo Challenge and these Official Rules are governed by and constructed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

8. Privacy Notice

Personal information in connection with the Photo Challenge is collected under the authority of the *York University Act, 1965* and will be used for the administration of the Photo Challenge and related purposes. If you have any questions or concerns regarding the collection of personal information by Alumni Engagement, Division of Advancement, please contact *Christina Chang, Planner, Alumni Events, Alumni Engagement, Division of Advancement, York University, West Office Building, 4700 Keele Street Toronto, ON, Canada M3J 1P3, tel. 416-624-7319, cchang52@yorku.ca.*

9. Twitter and Instagram/Facebook Limitation of liability

Twitter and Instagram and its parent company Facebook are not linked to the Contest in any way. The Contest is not associated to, run by, or sponsored by Twitter, Instagram or Facebook. By participating in the Contest, you provide your information to York University and not to Twitter, Instagram or Facebook. By accepting these Rules you waive all Twitter, Instagram and Facebook responsibilities.