



# Fish and Wildlife #FamilyFishingWeek Promotion

## Official Rules – Facebook

### 1. Eligibility

To enter the Fish and Wildlife #FamilyFishingWeek Promotion (the “Promotion”) entrants must (a) be a legal resident of Ontario, (b) be 18 years of age or older at time of entry, and (c) have a valid Facebook account. Employees of the Fish and Wildlife Service Branch of the Ministry of Natural Resources and Forestry as well as their immediate family (defined as their spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (defined as people who share the same residence at least three (3) months out of the year) are not eligible to participate in the Promotion. Participation in the Promotion constitutes the entrant's full and unconditional agreement to these Official Rules and the decisions of the Sponsor, which, subject to applicable laws, are final and binding in all matters related to the Promotion. In order to win a Prize in the Promotion, these Official Rules and all requirements set forth herein must be fulfilled. The Promotion Prize Winners are selected by way of a random draw.

### 2. Sponsor

Sponsor: Fish and Wildlife Services Branch, 300 Water Street. 5th Floor North, Peterborough, Ontario, K9J 3C7. This Promotion is in no way sponsored, administered, endorsed by, or associated with Facebook LLC. Questions, comments or complaints must be directed to the Sponsor, and not to Facebook LLC.

### 3. Timing

The Promotion begins on Saturday June 29<sup>th</sup>, 2019, 12:00 a.m. Eastern Time (“ET”) and ends on Sunday July 7<sup>th</sup>, 2019 at 11:59 p.m. ET (the “Promotion Period”). The Sponsor's computer is the official timekeeping device for the Promotion. The time that an entry is deemed to be received by the Sponsor will be the time at which such entry is received by the Sponsor's mail server or web server (as applicable), as determined in accordance with the applicable server's clock.

### 4. How to Enter

Post a fishing photo in the comments of the #FamilyFishingWeek Promotion posts on Facebook during the Promotion Period. **Limit one (1) entry per household during the Promotion Period regardless of method of entry.** Pets are not eligible for Prizes in the Promotion. The use of any automated system to participate is prohibited and will result in disqualification. The Sponsor is not responsible for late, incomplete, invalid, unintelligible or misdirected registrations, each of which will be disqualified.

### 5. Entrant Selection



On Monday July 8<sup>th</sup>, 2019 at approximately 10:00 am ET, the Sponsor will conduct a random draw to select one (1) entry for the Prize (as defined below in Section 6) from all valid entries received from entrants during the Promotion Period. Entries will be combined with Twitter entries, and one entry will be chosen from the pool. The selected entrant will be contacted by the Sponsor by Friday July 12<sup>th</sup>, 2019 by social media using the information that such entrant provided with their entry and may be declared a Winner, subject to verification of eligibility and compliance with the terms of these Official Rules.

Winners must have:

- complied with the Promotion Rules;
- correctly answered, unaided, a skill-testing question, administered by the Promotion Sponsor; and
- signed a release confirming that they have understood and complied with the terms of the Promotion and Promotion Rules and are the person who submitted the winning photograph (the Release Form).

If a winning entrant does not complete the Release Form and return it to the Sponsor within two (2) weeks of receiving notice that they have won the prize, they will have forfeited the prize and another entrant will be selected as a winner. The Sponsor will not be liable in the event a prize is forfeited. A selected entrant who complies with the requirements of this Section may be declared a Winner by the Sponsor.

## 6. Prizes

Prizes will be awarded as described in this section:

- One (1) Keep Canada Fishing Prize Pack, containing two (2) fishing rods, two (2) spinning reels, three (3) t-shirts, two (2) child-size life jackets, and bag.

The approximate retail value of the Prizes is \$260 CAD. There is no cash equivalent for the Prizes. The Prize is non-transferable, and no substitution will be made. Upon being notified of their success, the Sponsor will work with the Winners to determine the most appropriate delivery method of the Prize. Shipping or delivery costs of any of the Prizes will be the responsibility of the Winner(s).

## 7. Entry Conditions and Release

Each of the selected entrants for the Promotion is subject to verification by the Sponsor. The decisions of the Sponsor are final and binding in all matters related to the Promotion and these Official Rules. By entering the Promotion, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to the Promotion and these Official Rules; (b) release and hold harmless the Sponsor and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including



but not limited to negligence and damages of any kind to persons or property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an entrant's, or his/her guest/travel companion's (as applicable), entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of the entrant's entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including all legal fees) arising out of or relating to an entrant's participation in the Promotion and/or the entrant's use or misuse of the Prize.

## 8. Publicity

Except where prohibited by law, participation in the Promotion constitutes the Winner's consent to the use of their name, photographs, images, resemblances and/or voice in a variety of media, including, without limitation, video and voice display in social media channels and any other outlets, for the publicity purposes of the Sponsor without any compensation or payment to the Winners.

## 9. General Conditions

By participating in the Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and the judges, which are final and binding in all respects. No cash or other substitution or transfer of prizes is permitted. Return of any prize notification as non-deliverable or failure to comply with the Official Rules will result in disqualification, and an alternate entrant may be randomly selected in accordance with the Official Rules. All taxes for prizes are the sole responsibility of the individual winners.

The Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Sponsor in their sole and absolute discretion. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or the result of any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The selected entrant must comply with all terms and conditions of these Official Rules, and its receipt of the Prize is contingent upon fulfilling all requirements. No purchase or payment is necessary to enter the Promotion.

In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the Facebook account on which the photo was submitted.

## 10. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Promotion or the receipt or use or misuse of the Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such entrant's sole remedy is another entry in the Promotion, if possible, and otherwise such entrant shall have no remedy. If it is not possible to award another entry due to the discontinuance of the Promotion, or any part of it, for any reason, the Sponsor may, in its discretion, elect to hold a random drawing from among all eligible entries received up to the date of the discontinuance of the Promotion for the Prize, no more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes, as set forth in Section 6 of these Official Rules, to be available and/or claimed, the Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, unawarded, eligible Prize claims.

## 11. Disputes

The Promotion is governed by the laws of Ontario and the laws of Canada applicable therein, is subject to all applicable federal, provincial and municipal laws and regulations, and is void where prohibited by law. Participation in the Promotion constitutes the entrant's full and unconditional agreement to these Official Rules and decisions of the Sponsor, which are final and binding in all matters related to the Promotion and these Official Rules. By entering the Promotion, the entrant agrees that the courts of the Province of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of the Promotion's Rules and Regulations or the running of the Promotion.

## 12. Termination

The Sponsor reserves the right, in their sole and absolute discretion, to terminate, modify or suspend the Promotion, or modify the Official Rules, and any other rules and regulations made by the Sponsor, at any time for any reason whatsoever.

## 13. Entrant's Personal Information



Personal information gathered by the Sponsor will be used for the purposes of administering the Promotion, contacting potential winners and as otherwise permitted or required by law. No further marketing communications will be received by entrants unless entrants provide explicit permission to receive further communications. Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available below.

## 14. Promotion Results

Copies of the Promotion results will be available on the Promotion webpage.

## 15. Privacy Policy

Fish and Wildlife Services Branch of the Ministry of Natural Resources and Forestry is committed to respecting your privacy and protecting your personal information. Your personal information contained in this Promotion entry will be kept on file for the duration of the Promotion. It will not be shared with others.

This Privacy Statement explains the current information management practices on our websites: [www.ontario.ca/government/privacy-statement](http://www.ontario.ca/government/privacy-statement)

# **Fish and Wildlife #FamilyFishingWeek Promotion Official Rules – Twitter**

## 1. Eligibility

To enter the Fish and Wildlife #FamilyFishingWeek Promotion (the "Promotion") entrants must (a) be a legal resident of Ontario, (b) be 18 years of age or older at time of entry, and (c) have a valid Twitter account. Employees of Fish and Wildlife Services Branch of the Ministry of Natural Resources and Forestry as well as their immediate family (defined as their spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (defined as people who share the same residence at least three (3) months out of the year) are not eligible to participate in the Promotion. Participation in the Promotion constitutes the entrant's full and unconditional agreement to these Official Rules and the decisions of the Sponsor, which, subject to applicable laws, are final and binding in all matters related to the Promotion. In order to win a Prize in the Promotion, these Official Rules and all requirements set forth herein must be fulfilled. The Promotion Prize Winners are selected by way of a random draw.

## 2. Sponsor

Sponsor: Fish and Wildlife Services Branch, 300 Water Street, 5th Floor North, Peterborough, Ontario, K9J 3C7. This Promotion is in no way sponsored, administered, endorsed by, or associated with Twitter Inc or Instagram LLC. Questions, comments or complaints must be directed to the Sponsor, and not to Twitter Inc.



### 3. Timing

The Promotion begins on Saturday June 29<sup>th</sup>, 2019, 12:00 a.m. Eastern Time ("ET") and ends on Sunday July 7<sup>th</sup>, 2019 at 11:59 p.m. ET (the "Promotion Period"). The Sponsor's computer is the official timekeeping device for the Promotion. The time that an entry is deemed to be received by the Sponsor will be the time at which such entry is received by the Sponsor's mail server or web server (as applicable), as determined in accordance with the applicable server's clock.

### 4. How to Enter

Post a fishing photo on Twitter during the Promotion Period and tag @FishWildlifeON and #FamilyFishingWeek. **Limit one (1) entry per household during the Promotion Period regardless of method of entry.** Pets are not eligible for Prizes in the Promotion. The use of any automated system to participate is prohibited and will result in disqualification. The Sponsor is not responsible for late, incomplete, invalid, unintelligible or misdirected registrations, each of which will be disqualified.

### 5. Entrant Selection

On Monday July 8<sup>th</sup>, 2019 at approximately 10:00 am ET, the Sponsor will conduct a random draw to select one (1) entry for the Prize (as defined below in Section 6) from all valid entries received from entrants during the Promotion Period. Entries will be combined with Facebook entries, and one entry will be chosen from the pool. The selected entrants will be contacted by the Sponsor by Friday July 12<sup>th</sup>, 2019 by social media using the information that such entrant provided with their entry and may be declared a Winner, subject to verification of eligibility and compliance with the terms of these Official Rules.

Winners must have:

- complied with the Promotion Rules;
- correctly answered, unaided, a skill-testing question, administered by the Promotion Sponsor; and
- signed a release confirming that they have understood and complied with the terms of the Promotion and Promotion Rules and are the person who submitted the winning photograph (the Release Form).

If the winning entrant does not complete the Release Form and return it to the Sponsor within two (2) weeks of receiving notice that they have won the prize, they will have forfeited the prize and another entrant will be selected as a winner. The Sponsor will not be liable in the event a prize is forfeited. A selected entrant who complies with the requirements of this Section may be declared a Winner by the Sponsor.

### 6. Prizes

Prizes will be awarded as described in this section:



- One (1) Keep Canada Fishing Prize Pack, containing two (2) fishing rods, two (2) spinning reels, three (3) t-shirts, two (2) child-size life jackets, and bag.

The approximate retail value of the Prizes is \$260 CAD. There is no cash equivalent for the Prizes. The Prize is non-transferable, and no substitution will be made. Upon being notified of their success, the Sponsor will work with the Winners to determine the most appropriate delivery method of the Prize. Shipping or delivery costs of any of the Prizes will be the responsibility of the Winner(s).

## 7. Entry Conditions and Release

Each of the selected entrants for the Promotion is subject to verification by the Sponsor. The decisions of the Sponsor are final and binding in all matters related to the Promotion and these Official Rules. By entering the Promotion, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to the Promotion and these Official Rules; (b) release and hold harmless the Sponsor and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons or property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an entrant's, or his/her guest/travel companion's (as applicable), entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of the entrant's entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including all legal fees) arising out of or relating to an entrant's participation in the Promotion and/or the entrant's use or misuse of the Prize.

## 8. Publicity

Except where prohibited by law, participation in the Promotion constitutes the Winner's consent to the use of their name, photographs, images, resemblances and/or voice in a variety of media, including, without limitation, video and voice display in social media channels and any other outlets, for the publicity purposes of the Sponsor without any compensation or payment to the Winners.

## 9. General Conditions

By participating in the Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and the judges, which are final and binding in all respects. No cash or other substitution or transfer of prizes is permitted. Return of any prize notification as non-deliverable or failure to comply with the Official Rules will result in disqualification,



and an alternate entrant may be randomly selected in accordance with the Official Rules. All taxes for prizes are the sole responsibility of the individual winners.

The Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Sponsor in their sole and absolute discretion. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or the result of any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The selected entrant must comply with all terms and conditions of these Official Rules, and their receipt of the Prize is contingent upon fulfilling all requirements. No purchase or payment is necessary to enter the Promotion.

In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the Twitter account on which the photo was submitted.

## 10. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Promotion or the receipt or use or misuse of the Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such entrant's sole remedy is another entry in the Promotion, if possible, and otherwise such entrant shall have no remedy. If it is not possible to award another entry due to the discontinuance of the Promotion, or any part of it, for any reason, the Sponsor may, in its discretion, elect to hold a random drawing from among all eligible entries received up to the date of the discontinuance of the Promotion for the Prize, no more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes, as set forth in Section 6 of these Official Rules, to be available and/or claimed, the Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, unawarded, eligible Prize claims.

## 11. Disputes



The Promotion is governed by the laws of Ontario and the laws of Canada applicable therein, is subject to all applicable federal, provincial and municipal laws and regulations, and is void where prohibited by law. Participation in the Promotion constitutes the entrant's full and unconditional agreement to these Official Rules and decisions of the Sponsor, which are final and binding in all matters related to the Promotion and these Official Rules. By entering the Promotion, the entrant agrees that the courts of the Province of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of the Promotion's Rules and Regulations or the running of the Promotion.

## 12. Termination

The Sponsor reserves the right, in their sole and absolute discretion, to terminate, modify or suspend the Promotion, or modify the Official Rules, and any other rules and regulations made by the Sponsor, at any time for any reason whatsoever.

## 13. Entrant's Personal Information

Personal information gathered by the Sponsor will be used for the purposes of administering the Promotion, contacting potential winners and as otherwise permitted or required by law. No further marketing communications will be received by entrants unless entrants provide explicit permission to receive further communications. Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available below.

## 14. Promotion Results

Copies of the Promotion results will be available on the Promotion webpage.

## 15. Privacy Policy

Fish and Wildlife Services Branch of the Ministry of Natural Resources and Forestry is committed to respecting your privacy and protecting your personal information. Your personal information contained in this Promotion entry will be kept on file for the duration of the Promotion. It will not be shared with others.

This Privacy Statement explains the current information management practices on our websites: [www.ontario.ca/government/privacy-statement](http://www.ontario.ca/government/privacy-statement)