

CONTEST

#waterplayers Photo Contest (2019)

1. OFFICIAL RULES

The *#waterplayers Photo Contest (CONTEST)* is run by Waterplay Solutions Corp. (WATERPLAY). The contest is run online internationally July 15th, 2019 at 12:00am PST and closes on Sept 2nd, 2019 at 11:59pm PST. There is no limitation on number of entries per participant.

The winning photo must feature an identifiable WATERPLAY product and be submitted with the park/facility name and location, along with the participant's contact information. WATERPLAY product can be identified by either a decal located on the feature's column or at the base on the flange cover.

By participating in the CONTEST you grant WATERPLAY the unrestricted, royalty free, perpetual right to use, reproduce, communicate, modify and display the works for any purpose without any fee or other form of compensation, and without further notification or permission.

A photo release form must accompany all submissions—the photo release [can be downloaded here](#).

2. ELIGIBILITY

The CONTEST is open to anyone who is the age of majority in their jurisdiction during the time the CONTEST is active. This CONTEST is void where and to the extent prohibited by law and is subject to all applicable



laws, including, without limitation, federal, state, provincial and local laws and regulations.

Excluded from the CONTEST are the company, WATERPLAY, its subsidiaries and divisions, and its employees, representatives, agents, and third-party affiliates.

3. HOW TO ENTER

- i. Eligible participants can enter by one of two ways:
 - a. Social Media: participants must use #waterplayers when posting a photo on their desired social media platform, e.g., Facebook, Instagram or Twitter.
 - b. Email: participants may send their photo entry to connect@waterplay.com
- ii. A Photo Release Form including full name and contact information must be provided upon entry emailed to connect@waterplay.com.
- iii. Multiple entries are allowed.
- iv. Submissions and accompanying documentation must be received by September 2nd, 2019 at 11:59pm PST.
- v. No purchase necessary and the purchase of WATERPLAY product will not improve your chances of winning.
- vi. Only photos taken during the current calendar year are eligible for submission.
- vii. Incomplete submissions will not be considered for the winning prize.

Contest details are also available at <https://www.waterplay.com/en/photo-contest/>

4. SELECTION OF WINNER

All eligible entries received will be judged after September 3, 2019 by an internal panel. A winner will be selected for the best photo. They will be contacted by email or through the social media platform they used to



publish their photo. Should the winner fail to respond within 5 business days the prize will be awarded to a runner-up.

The winner will be requested to provide a mailing address to receive their prize. Should the winner fail to provide a mailing address, the prize will be awarded to a runner-up.

5. RELEASE FORM

By signing the [Release Form](#), the contest winner grants WATERPLAY permission to the rights of the photo without payment or any other consideration. The photo may be edited, copied, exhibited, published or distributed and the winner waives the right to inspect or approve the finished product wherein their likeness appears.

Additionally, the CONTEST winner waives any right to royalties or other compensation arising or related to the use of their photo.

In the event the Photograph contains identifiable individuals, the contestant confirm that they have obtained the express permission of those individuals who appear in the Photograph, or have obtained, in the case of minors under 18 years of age who appear in the Photograph, the consent of their parent or legal guardian.

6. PRIZE

One (1) Grand Prize will be awarded after September 2nd, 2019. They will receive a \$500 cash prize along with a WATERPLAY Swag Pack comprising a Waterplay branded picnic blanket and inflatable beach balls.



7. ODDS OF WINNING

The odds of winning depend on the total number of eligible entries received and on the quality of entries.

8. GENERAL CONDITIONS

In the event that operation, security, or administration of the CONTEST is impaired in any way for any reason including without limitation, fraud, virus, unauthorized human intervention or in the event the CONTEST is unable to operate as planned for any other reason, as determined by WATERPLAY at its sole discretion, WATERPLAY reserves the right to modify, cancel, postpone, suspend, delay and/or terminate the CONTEST. If a contestant attempts to defraud or in any way tamper with the CONTEST, the contestant ineligible for prizes, will be disqualified from future participation in the CONTEST and may be prosecuted. WATERPLAY may seek damages and any other remedies from any such individual and/or entity to the fullest extent permitted by law.

If a potential or declared winner is not in compliance with these Official Rules, WATERPLAY reserves the right to disqualify such entrant.

By entering this CONTEST, entrants agree to be bound by the Official Rules and by the decisions of WATERPLAY, which shall be final and binding in all matters.

Waterplay reserves the right, at its sole discretion and without prior notice, to amend, cancel, close, suspend or reinstate this CONTEST (or any elements of the CONTEST) at any time and for any reason whatsoever.

Each entrant releases WATERPLAY and its affiliates, subsidiaries, directors, officers, employees, representatives, agents and advertising and promotional agencies, from any damage, loss or liability, suffered, including personal injury or property damage, as a result of or arising from the entrant's participation in the CONTEST or the use of a prize.



The CONTEST and these Official Rules shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia. Any dispute shall be adjudicated in the courts sitting in British Columbia.

No responsibility will be taken for any failure of the website during the promotion or for any problems or technical malfunction of a telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail, online, or Internet entry to be received by WATERPLAY on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion.

9. PRIVACY

All information collected is subject to WATERPLAY's privacy policy, [available here](#).

WATERPLAY does not sell the personal data of contestants or provide it to third parties for commercial purposes, nor does WATERPLAY sell or distribute photo entries for commercial purposes.