

TERMS & CONDITIONS

1. SUMMARY

Vancouver Island University (VIU) is hosting a contest utilizing Instagram, and asking VIU students to share their stories. My Loud Speaker, hereafter referred to as the “Agency”, will be executing the contest. Contestants will be asked to follow @VIUniversity on Instagram, post a photo along with a story on Instagram, and tag it with the hashtag #ilearnhere as well as that week’s current hashtag, all for a chance to win that week’s prize. Contest rules and details will be posted publicly on the website www.ilearnhere.viu.ca/contest. Each week’s theme, hereafter referred to as “#weeklytheme”, will be posted publicly on the @VIUniversity Instagram feed.

2. ENTRIES

Entries are unlimited as long as:

- a) each photograph posted is unique
- b) each photograph posted has tags #ilearnhere
- c) each photograph posted has tags the #weeklytheme determined by the contest period.
- d) The contestant posting the photograph owns an Instagram account that follows @VIUniversity.

2.1 OWNERSHIP

By entering the contest, contestants grant permission to have their photograph displayed on www.viu.ca website without any fee or other form of compensation and agree that the photograph can be displayed in printed or digital form on any Vancouver Island University marketing materials as well as social media channels that may include Facebook, Twitter, Google+, Pinterest and others. By submitting a photo, contestants are claiming ownership and granting rights to share the photo. Copyright infringement of professional photography from submitters will not be tolerated. No photo will be used for any other purpose without direct contact. If you do not wish to grant permission to the preceding please contact jonathan.tsang@myloudspeaker.ca to revoke your permission and your eligibility to the contest.

3. ELIGIBILITY

The contest is open to all students of VIU. If the winner of the contest prize(s) is not the “age of majority” in British Columbia, the legal guardian or parent of the child must sign an affidavit in order to for the prize package to be claimed. Age of majority in BC means “19 years or older at the time of entry into the contest.” Employees of the Agency, members of the VIU marketing team, and members of

their immediate family, are not eligible to enter this Contest. "Immediate family" is defined as parents, siblings, children, spouse or partners.

4. HOW TO ENTER

No purchase necessary. To enter, contestants must follow Vancouver Island University's Instagram account at @VIUniversity (the "Instagram Account") and submit at least one (1) original photograph (not from third parties) reflecting the #weeklytheme, (provided entrant has the rights to the photograph), that must include the hashtag #ilearnhere & the #weeklytheme hashtag determined by the contest period, to their Instagram Feed. A photograph that does not have the hashtag #ilearnhere & the #weeklytheme is considered ineligible and will not be considered. Registration with Instagram is required to enter the Contest. There is no cost to register with Instagram. If you do not have an Instagram account, you can sign up for one at www.instagram.com. Entries must be received during each Contest Period. Due to the unique nature and scope of the Contest, the Agency reserves the right, in addition to the other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Contest Rules or otherwise governing the Contest.

5. CONTEST PERIODS

The "Contest Period" consists of five (5) interspersed weeks (referred to as "Week 1" "Week 2" "Week 3" "Week 4" "Week 5") between Thursday, August 28th 2014 and Thursday, April 1st 2015.

Week 1 will commence on the day announced on the @VIUniversity Instagram feed and will end fourteen (14) days, including the announcement day, after the announcement.

Week 2 will commence on the day announced on the @VIUniversity Instagram feed and will end fourteen (14) days, including the announcement day, after the announcement.

Week 3 will commence on the day announced on the @VIUniversity Instagram feed and will end fourteen (14) days, including the announcement day, after the announcement.

Week 4 will commence on the day announced on the @VIUniversity Instagram feed and will end fourteen (14) days, including the announcement day, after the announcement.

Week 5 will commence on the day announced on the @VIUniversity Instagram feed and will end fourteen (14) days, including the announcement day, after the announcement.

6. PRIZE PACKAGE & VALUE OF PRIZE PACKAGE

- a) Week 1 Prize: LG Wireless Pocket Photo Printer + Paper
- b) Week 2 Prize: BOSE Headphones
- c) Week 3 Prize: \$110 VIU Dining Dollars towards Food & Beverage
- d) Week 4 Prize: VIU Campus Catered Coffee & Snacks for Winner's Class
- e) Week 5 Prize: Dinner for four (4) at the Discovery Room

The prize identified above will only be awarded in the form of:

- a) a gift certificate, gift card, or voucher
- b) a pre-payment or credit payment system arranged by VIU or Agency with a vendor chosen by VIU or the Agency
- c) at the option of the Agency, provision of the prize package, goods in kind.

Approximate retail value of the "Week 1 Prize": \$170.00 CAD

Approximate retail value of the "Week 2 Prize": \$150.00 CAD

Approximate retail value of the "Week 3 Prize": \$110.00 CAD

Approximate retail value of the "Week 4 Prize": \$150.00 CAD

Approximate retail value of the "Week 5 Prize": \$150.00 CAD

Approximate retail value of all Prizes: \$730.00 CAD

7. PRIZE WINNER SELECTION

A panel of judges appointed by the Agency will select a winner for the prize at the end of the contest period by the Agency, located in Vancouver, BC, from all eligible entries received during the Contest period. Subject to these contest rules, each prize winner will be awarded the stipulated prize package corresponding to the contest period.

Judging will be based on the following criteria:

- a) A photo and story that appropriately relates to the #weeklytheme
- b) Creativity of the photo and story
- c) Photograph quality and visual appeal
- d) Story quality and appeal

The decisions of the judges are final.

GENERAL CONDITIONS

8. To be declared a prize-winner, the potential winner must:

- a) Be reached by the Agency via Instagram and provide the requisite information (full name, address, phone number).
- b) Be eligible according to the Contest Rules and confirm, except where prohibited by law, acceptance of the prize package as awarded, eligibility to participate in this Contest and compliance with these rules and to

release and hold harmless: VIU, its parent, affiliates, subsidiaries, its advertising and promotional agencies, sponsors, suppliers of prizes, materials or services related to this contest, and all of their respective employees, directors, officers, shareholders, agents successors and assigns from and against any liability for any injuries, losses or damages of any kind, including death, to persons, or property which could arise out of or are in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any prize, or participation in the Contest.

9. Failure to meet or comply with any of the above conditions or otherwise with the rules, will result in the disqualification of the selected winner. In this event, a new entry will be chosen by the Agency from the valid entries received during the applicable Contest Period. The Agency will declare prize winners in the same manner as set out in section 7, above. Failing which, another new entry will be chosen by the Agency and the process repeated above in sequence (time permitting) until all the conditions and any rules are fulfilled. If an eligible prize winners is not declared by April 30, 2015 and the conditions and rules are fulfilled by VIU and the Agency, then the unawarded prize and the contest in respect of them will be void.

10. Upon consent to the specifics listed in section 7, contest organizers will inform the prize-winners of the manner in which he/she will have to take possession of his/her prize. Items within the prize cannot be exchanged for cash and will only be awarded in the form identified in section 6 above. Retailers and/or establishments may be subject to verification by the Agency. Prize-winners will have one week after consenting to inform the Agency of specific stores or businesses at which he/she would agree to redeem his/her prize(s), if applicable. All other prizes will be distributed by mail after the winner has provided appropriate details.

11. By entering this Contest, the winners authorize VIU and the contest organizers and their representatives to use in any related publicity, at the VIU's option, his/her name, photograph, image, television appearance, any statements he/she may make regarding the prize, place of residence and/or voice for advertising purposes worldwide in perpetuity and in any form of media without any form of compensation or further notice, except where prohibited by law.

12. No communication or correspondence will be exchanged with entrants, except with the entrants selected to win a prize.

13. In the event that, for reasons beyond their control and not related to the prize winner, VIU is unable to award a prize as described in these rules, VIU will substitute a prize of similar nature, and of equal or greater value.

14. The contest is subject to all applicable Federal, Provincial and Municipal laws

and regulations. Any dispute arising hereunder shall be adjudicated in the applicable court in Vancouver, British Columbia.

15. Entries are subject to verification by VIU and its contest organizers. VIU, its advertising and promotional agencies, their employees, agents and representatives may not be held liable for, (i) late, lost, delayed, not received, damaged, misdirected, incomplete, stolen, fraudulent, or illegible entries (all of which entries shall be automatically void and not eligible for a prize); (ii) failure to receive entries due to transmission failures, busy signals, traffic congestion on the internet or at any website or technical failures of any kind, including, without limitation, malfunctioning of any network, servers, access providers, hardware or software, whether originating with sender or recipient, or (iii) any injury or damage to entrant's or any other person's computer, tablet or smartphone related to or resulting from participation or downloading any materials in this Contest and breaches of privacy due to interference by a third party or computer "hackers". VIU (or the Agency on behalf of the VIU) reserves the right to void any entry and/or cancel or modify the Contest in whole or in part (without notice to entrants individually) if, in its sole discretion, it determines that for any reason (such as tampering or infection by computer virus or any other cause beyond its control) the contest is not capable of running as originally planned, or if fraud, technical failures, human, printing or distribution errors, or any other causes or occurrences have compromised the administration, safety, fairness or integrity of the contest. Any person entering this contest or trying to do so by any means which go against the intention of these Rules and which would be unfair to the other participants (including, without limitation, computer hacking, fraudulent use of one or several access codes or obtaining such access codes through fraudulent means, etc.) will be automatically disqualified and VIU reserves the right to seek remedies and damages to the fullest extent permitted by law - including criminal prosecution.

16. By entering this contest, entrants accept and agree to be bound by the above rules and the decisions of VIU and of the Agency, which are final, binding, and conclusive on all matters relative to this contest.