

# Destination Campbell River #DiscoveryDerby Hashtag Competition Official Rules & Regulations

By using the #DiscoveryDerby hashtag on Campbell River and area fishing-related photos or videos during July 25, 2018, to August 15, 2018, you agree to the terms and conditions outlined below.

## Terms and Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those who post Campbell River fishing-related images or video and use the official #DiscoveryDerby hashtag, and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of the state of Washington in the United States and the province of British Columbia in Canada, and is void where prohibited by law. Employees of Destination Campbell River or Destination Think!, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, provincial, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Destination Campbell River as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** Entries will be accepted online starting on July 25, 2018, 5 p.m. PST and ending August 15, 2018, 11:59 p.m. PDT.
4. **How to Enter:** The Campaign must be entered by posting on Instagram a fishing-related photograph or video taken in or around Campbell River, at any period of time, and tagging the photo with the hashtag #DiscoveryDerby. The entrant does not need to be a follower of the Destination Campbell River Instagram account to be

eligible for the competition. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Destination Campbell River. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Destination Campbell River.

5. **Prizes:** Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Destination Campbell River. No cash or other prize substitution shall be permitted except at Destination Campbell River's discretion. The Winner(s) of the Campaign (the "Winner") will receive one (1) of two (2) sponsored Grand Prizes including:

**a. GRAND PRIZE 1: MOST CREATIVE POST**

**DATE RESTRICTION APPLIES.** The prize is non transferable and tour portion must be redeemed on Oct 9th, 2018. Approximate value \$1,250 CAD.

- i. Two (2) tour seats with [Discovery Marine Safaris](#) and Homalco Wildlife Tours approximately valued at \$800 CAD. **The prize is non transferable and must be redeemed on Oct 9th, 2018.**
- ii. Two (2) nights in a standard room at the Comfort Inn **on October 8th & 9th, 2018**
- iii. *2-for-1 Round of Golf AND a \$25 Gift Certificate for [Campbell River Golf & Country Club](#) courtesy of Campbell River Golf & Country Club (certificate valid at the Sandtrap Restaurant, Velocity Lounge & Driving Range and Pro Shop)*
- iv. \$100 Resort Credit for [Brown's Bay Resort](#) (for use in the gift shop, RV or accommodation) courtesy of Brown's Bay Resort (*Not valid for The Narrows restaurant*)
- v. Two (2) tasting flights at [Beachfire Brewery & Nosh House](#)

**b. GRAND PRIZE #2: BEST FISH POST**

2-Night accommodation at Painter's Lodge including breakfast, a guided fishing trip and wildlife tour for two (2) VALID through December 31, 2019, blackout dates apply. Approximate value \$1,400.

- i. Two (2) night stay for maximum two (2) guests at Painter's Lodge, including breakfast
- ii. One four-hour guided fishing trip for two(2) people
- iii. One wildlife tour for two (2) people.

Any and all prize-related expenses, including without limitation any travel expenses and all federal, provincial, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

Acceptance of prize constitutes permission for Destination Campbell River to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. **Winner Selection and Notification:** Winner will be selected by panel of judges under the supervision of Destination Campbell River. Winner will be notified through Instagram within five (5) days following selection of Winner. Destination Campbell River shall have no liability for Winner's failure to receive notices or for Winner's otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, provincial, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT DESTINATION CAMPBELL RIVER'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Judging Criteria:**

Winners will be selected by the Panel, and ranked by the Judges for each of the two (2) Grand Prizes, based on the following criteria:

GRAND PRIZE #1: Most Creative Post (*Date Restriction Applies*)

- originality;
- creativity;
- the photo's aesthetic and graphic value;
- consistency with the fishing-related theme of the competition,
- consistency with the Campbell River and Region geographic location of the competition - geotags are helpful but not necessary
- Use of #DiscoveryDerby
- Ability to redeem prize within the date restriction specified

GRAND PRIZE #2: Best Fish Post

- originality;
- creativity;
- the photo's aesthetic and graphic value;
- consistency with the fishing-related theme of the competition,
- consistency with the Campbell River and Region geographic location of the competition - geotags are helpful but not necessary
- Use of #DiscoveryDerby

(collectively, the "Judging Criteria").

In determining the Judging Criteria, the judges may consider the quantity of "Likes"

and comments associated with a Photo or Video Submission, but the number of "Likes" or comments will not determine the winning submission.

8. **Rights Granted by You:** By entering this content (e.g., fishing-related photo, video, text, etc.), You understand and agree that Destination Campbell River, anyone acting on behalf of Destination Campbell River, and Destination Campbell River's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Destination Campbell River. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Destination Campbell River from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Destination Campbell River may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
9. **Terms & Conditions:** Destination Campbell River reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Destination Campbell River's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Destination Campbell River may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Destination Campbell River. Destination Campbell River reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Destination Campbell River has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Destination Campbell River reserves the right to seek damages to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, You agree to release and hold harmless Destination Campbell River and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
11. **Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF CANADA AND BRITISH COLUMBIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in British Columbia having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.
12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Destination Campbell River website. To read the Privacy Policy, <https://www.campbellriver.travel/privacy-policy/> click here. **Sponsor:** The Sponsor of the Campaign is Destination Campbell River, 401 11th Avenue, Campbell River, British Columbia, V9W 4G2, Canada..
13. **Instagram:** This Campaign is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Destination Campbell River and not to Instagram. By participating in this Campaign you agree to a complete release of Instagram from any claims.