

## 2021 Canadian Hemp Trade Alliance (CHTA) Photo Contest

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.**

**OPEN ONLY TO PARTICIPANTS WHO ARE AT LEAST 19 YEARS OF AGE AS OF THE DATE OF ENTRY**

**Participation in the contest constitute full and unconditional acceptance of these official rules.**

**By entering this contest all entrants recognize and agree that all entries become the property of the Canadian Hemp Trade Alliance in perpetuity. All entries must be original not used previously for commercial purposes.**

### ABOUT THE CONTEST

The 2021 CHTA Photo Contest invites anyone to enter original hemp-focused images for a chance to have their image published on [www.hemptrade.ca](http://www.hemptrade.ca) and for the winner to attend the CHTA Annual Conference (in person or online) to receive a certificate of recognition. One (1) winning image will be chosen.

The focus of the 2021 Photo Contest is “Hemp - It’s Everywhere!” which invites participants to capture and submit images featuring hemp as an integral component. Each image submitted must showcase hemp (seeding, growing, harvesting, transporting, cleaning, or processing) or hemp products (food, feed, fibre, or fractions.)

**SPONSORSHIP.** This Promotion is sponsored by the CHTA (individually and collectively, the “Sponsor”.)

**IMAGE REQUIREMENTS.** CHTA will use winning images for publication and exhibition. Images must meet the following specifications:

**Important Note.** All images must be original and must not have been previously published or used commercially

1. Upload images with the original pixel size (unless cropped). Do not scale and do not change the resolution.)
2. ICC profile must be embedded. Adobe RGB, sRGB or grayscale Gamma 2.2 are recommended. No CMYK.
3. Must be uploaded in JPEG format with high quality compression. We will use winning images for high quality reproduction.
4. Images must not show the name of the photographer, agency, or publication, or any other information these details can be included in the metadata of the images but must not be visible on the picture itself).
5. Images taken at restricted events (that is, events where only photographers commissioned by those organizing the event, for example governments, political parties or corporations have access,) are not accepted.
6. All images just have accurate captions, written in English or French - should this only be in the metadata or should it just be a requirement to add a name (captions) in the application process. We

want to avoid having people put a caption right on the image.

7. Only single exposure and single frame images will be accepted. The following are not accepted:

- a) Multiple exposures, polyptychs (diptychs, triptychs, and so forth).
- b) Stitched panoramas, either produced in-camera or with image editing software.

8. The content of a picture must not be altered by adding, rearranging, reversing, distorting, or removing people and/or objects from within the frame. There are two exceptions:

- a) Cropping that removes extraneous details is permitted.
- b) Removing sensor dust or scratches on scans of negatives is permitted.

9. Adjustments of color or conversion to grayscale that do not alter content are permitted, with two exceptions:

- a) Changes in color may not result in significant changes in hue, to such an extent that the processed colors diverge from the original colors.
- b) Changes in density, contrast, color and/or saturation levels that significantly alter content by obscuring or eliminating information in the picture are not permitted.

10. Participants must provide file(s) as recorded by the camera for all images. These file(s) will be requested and studied confidentially between 20Sept2021 - 31Oct2021. Failure to provide these files when requested will lead to the exclusion of the entry. Except as noted in specification 9.

11. Entries must be submitted via the official contest platform. Entries sent in other ways will not be accepted.

12. The deadline for requesting a username and password to the entry website is 1Sept2021, 12:00 (noon) MST. The closing date for submitting entries to the 2021 Contest is 09OCT2021, 16:00 MST.

**WHO CAN ENTER?** All entrants must be nineteen (19) years of age as of the date entry. Please see exclusions for employees and directors of the CHTA.

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at CHTA's discretion, result in disqualification. All decisions of the judges regarding this promotion are final and binding in all respects.

## **“Canadian Hemp Trade Alliance (CHTA) Photo Contest” (the “Promotion”) OFFICIAL CONTEST RULES.**

**PROMOTION PERIOD.** Promotion begins 25June2021 and ends 09OCT2021 at 16:00 MST.

**ELIGIBILITY.** This Promotion is open to anyone who is at least 19 years of age as of the date of entry, except officers, directors, and employees of the CHTA, the judging organization(s), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, of such individuals. Members of the CHTA are eligible to compete unless they are excluded above. This Promotion is void where prohibited.

**HOW TO ENTER.** Visit [www.hemptrade.ca](http://www.hemptrade.ca) during the Promotion Period and follow the instructions to complete and submit the entry form. You must include at least one original image (“Submission”) that uses hemp or hemp products in a way that showcases the hemp or hemp products. Entrants represent and warrant that their Submission is the original work of such entrant, it has not been copied from others, and it does not violate the rights of any other person or entity.

Entrant further represents and warrants that their submission adheres to the fundamental spirit of the promotion and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor).

**LIMIT.** Up to two (2) entries per person during the Promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the CHTA.

**WINNER SELECTION AND NOTIFICATION.** All entries will be judged on or about 10Oct2021 (the

“Judging Date”) by a panel of judges selected by the CHTA.

Any potential winner will be notified by mail, email and/or telephone. If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify them; (iii) (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected.

Upon contacting a potential winner and determining that they have met all eligibility requirements of the promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor’s discretion, successful completion of a background check, such individual will be declared the “winner” of the Promotion.

**PRIZE DESCRIPTION.** There will be one (1) winner. The prize is publication of Submission, in part or in whole, on [www.hemptrade.ca](http://www.hemptrade.ca) and an invitation to attend the CHTA annual conference (in person or online) to receive the award and be recognized. The approximate retail value of the prizes is \$0.

**TAXES.** All federal, provincial, and/or local income and other taxes, if any, are the winner’s sole responsibility.

**OWNERSHIP AND LICENSE.** All entry materials become the property of the CHTA and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into this Promotion constitutes entrant’s irrevocable and perpetual permission and consent, without further compensation, with or without attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such submission, and the entrant’s name and/or likeness, for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the CHTA and/or others authorized by the CHTA, in any and all media now in existence or hereinafter created, throughout the world, in perpetuity. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission. Entrant warrants the images has not been previously used commercially and agrees that they will not, in anyway, allow the images to be used, (other than for personal use) in perpetuity except by the CHTA, or with written permission by CHTA.

**NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. No substitutions for prize except by Sponsor.

**CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization(s) and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, “Sponsor Entities”), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, “Claims”).

**EXCEPT WHERE PROHIBITED.** (i) entry into the Promotion constitutes the consent of each entrant, without further compensation, to use their name, likeness, biographical data, contact information and their Submission for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of their Submission or any prize and (iii) if prize involves travel or activities, any potential winner and travel companion (if applicable) releases the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize.

Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any Sponsor Entity, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner.

If winner is deemed to be a minor under the jurisdiction of their residence, their entry will be disqualified

**DISCLAIMERS.** (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to select a winner from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

**APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, provincial, and local laws and regulations of Canada. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Official Rules is invalid or unenforceable, then that provision will be removed from the Official Rules without affecting the rest of the Terms. The remaining provisions of these Official Rules will continue to be valid and enforceable. Issues concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by the laws of the Province of Alberta, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a court located in Alberta. Should there be a conflict

between the laws of the Province of Alberta and any other laws, the conflict will be resolved in favor of the laws of the Province of Alberta.

To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental, and/or consequential damages.

**WINNER LIST.** For a list containing the name(s) of the winner(s), send a self-addressed stamped envelope, within six (6) months of the Judging Date, to: Winner List, (Address to be added.)

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