

Family Literacy Week Photo Contest 2023

Rules and Regulations

The *Family Literacy Week Photo Contest* (the “Contest”) is presented by Decoda Literacy Solutions as part of the annual *Family Literacy Week* campaign held each January.

1. Entry Deadline:

11:59 PM PST, Sunday, January 29, 2023

2. Eligibility Criteria

2.1. To participate in the Contest, Entrants must send their entry (“Entry”) to contest@decoda.ca or post on social media using hashtags #MakeItCount or #FLW2023.

2.2. Entrants must be over the age of majority in their province or territory of residence as of January 1, 2023 (or if under the age of majority, have obtained expressed parental permission to submit the entry – email consent will be accepted).

2.3. Contest judges, Decoda employees, Decoda contractors and their immediate families are not eligible to win the Contest but may participate by entering.

2.4. Decoda reserves the right to request verification of these eligibility criteria from the Entrant at any time.

2.5. Any incomplete, fraudulent or non-compliant entries will be rejected and that Entrant or purported Entrant will be disqualified from the Contest by Decoda without notice.

3. Submission Criteria

3.1. All Entries must be submitted by the Entrant for the purpose of entering the Contest to contest@decoda.ca or posting on social media using the contest hashtags.

3.2. Entries should be photos of family literacy activities on the theme “Make it Count!”

3.3. Entries must only contain original works (including music, texts, artworks, graphics, photographs, or videos) created by the Entrant, works licensed to the Entrant or copyright-free works.

3.4. Entries must not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals. The original copy of the written consent must be provided to Decoda upon Decoda’s request.

3.5. Entries must conform with Decoda’s technical requirements, website terms of use and other policies.

3.6. Entries must not be defamatory, trade libelous, pornographic or obscene as determined by Decoda in its sole discretion and must not contain, depict, include, discuss or involve, any combination of the following without limitation:

- Promotion, endorsement or discussion of any unlawful, harmful, threatening, or abusive activity or conduct
- Vulgar or offensive language and/or images
- Nudity, graphic or explicit sexuality
- Hateful, derogatory or otherwise offensive or objectionable characterizations or generalizations of any ethnic, racial, sexual or religious groups
- Reference to or endorsement by any political parties
- Personal information of individuals, including names and addresses (physical or email)
- Commercial messages, endorsements, comparisons or solicitations for products or services (other than Decoda products or services) or for any organization or individual providing such products or services
- Any identifiable third-party products and/or trade-marks, brands, logos or intellectual property
- Any other content that is or could be considered inappropriate, unsuitable or offensive, as determined by Decoda in its sole discretion

3.7. Multiple entries per person may be submitted.

3.8. Entrants are solely responsible for ensuring that their Entry is submitted in and received in compliance with these Rules and Regulations.

3.9. All entries submitted to Decoda become the property of Decoda and will not be returned to the Entrant (Entrants should keep a copy).

4. Winner

4.1. Decoda will hold a draw for winners, who will be contacted at the email address or social media contact information provided upon submission. The finalists’ entries will be uploaded to Decoda’s website/social media channels/YouTube channel/Flickr stream (if applicable).

4.2. On January 31, 2023, a Decoda staff member and a witness (for legal transparency and for audit purposes) will randomly draw two winners from a vessel containing the names of the entrants. One individual and one program winner will be drawn.

4.3. Once notified by Decoda, winners must contact Decoda within five (5) days. Decoda will not be held responsible for unsuccessful attempts to notify an individual due to incorrect or incomplete contact information provided by the individual.

4.4. The winners' names will be announced and posted on the Decoda website or published by any other means by February 3, 2023. All decisions of Decoda and Contest judges with respect to the Contest are final without right of appeal.

5. Prizes

5.1. Prizes will be awarded as follows:

- Family literacy gift pack (individual winner)
- \$100 gift card (class winner)

5.2. The chance of winning will depend on the number of qualified entries. Decoda reserves the right not to award prizes for any reason.

5.3. Prizes must be accepted as awarded and are non-refundable, non-transferable and non-redeemable for any cash value. Decoda reserves the right to make prize substitutions of equivalent monetary value. No prize substitutions will be available to winners.

6. Use of Entry by Decoda

6.1. By submitting a Contest Entry, Entrants consent to:

- The use of their image) in accordance with these Rules and Regulations
- License all intellectual property rights in and to the Entry to Decoda
- Waive all their moral rights in and to the Entry in favour of Decoda

6.2. At any time Decoda may, including but without limitation, upload, reformat, edit, translate, copy, reproduce, display, distribute, transmit by telecommunication, and make the Entries accessible and available on Decoda's website and Decoda's social media channels (Facebook, Twitter, YouTube, Instagram) or by any other means without notice or compensation to the Entrants/finalists/winners.

6.3. Entries may also be used for future promotional purposes in connection with the Contest or Decoda's activities, without limitation and without further notice or compensation. Decoda is under no obligation to use the Entries as provided herein.

7. Use of Personal Information

7.1. By entering the Contest and submitting a Contest Entry, Entrants expressly consent to the collection, use, storage and disclosure of their personal information by Decoda for the purposes of administering the Contest in accordance with the federal Privacy Act.

7.2. Entrants expressly consent that Decoda may use the Entrants' personal information to communicate with them and to announce and/or post the names and locations of the finalists and winner on the Decoda website, Decoda's social media channels, and/or by any other means in connection with the Entries.

8. Disclaimers and Exclusion of Liability

8.1. Decoda assumes no responsibility for Contest entries that are lost, stolen, tampered with, late, damaged, misdirected, received through impermissible channels, illegible or unintelligible for any reason or for any other circumstance that may limit an individual's ability to participate in the Contest or otherwise affect the administration, security, impartiality or normal course of the Contest.

8.2. Decoda, its Executive Director, employees, contractors, assigns and successors will not be liable for any injury, loss or damage of any kind caused by or resulting from an Entrant's participation or attempted participation in the Contest.

8.3. Decoda will not be liable to any Entrant for any indirect, special, consequential or punitive damages in connection with the Contest or these Rules and Regulations.

9. General

9.1. Decoda reserves the right to modify, suspend or cancel the Contest in whole or in part at any time without notice for any reason at its sole discretion.

9.2. The Contest is subject to applicable federal, provincial, and territorial laws. This Contest is void where prohibited or restricted by law.