

"THE PERFECT DAY IN HALIFAX PHOTO CONTEST"

OFFICIAL RULES & REGULATIONS

The Contest

Destination Halifax invites you to tell us your version of 'The Perfect Day in Halifax' through this online photo/caption contest. On the online contest entry form, submit your photograph, with a caption of 50 to 100 words, of an experience you have enjoyed in the Halifax Regional Municipality, Nova Scotia, Canada. Was it a culinary experience that tempted your taste buds? ... Treasure shopping along Spring Garden Road or Historic Properties? ... Enjoying a harbour cruise or Tall Ship sailing adventure? ... Surfing the waves at Lawrencetown Beach? Playing soldier for a day at the Halifax Citadel? Or was it a day trip of wine tasting in a vineyard in the Annapolis Valley? Whether you were visiting Halifax for business or pleasure, we want to hear of your personal experience, through a photo and caption of 50 to 100 words maximum! Share your Perfect Day in Halifax and you'll have a chance to win. Each time the contestant enters a unique photograph and caption, they are eligible for that current season's prizing only, as well as for the grand prize. **NOTE: eligibility for the Grand Prize Package is contingent on the photo & caption of an individual entry being selected as a Monthly Finalist.** Enter each photo/caption only once as duplicates will be eliminated.

To ENTER the contest, simply visit www.destinationhalifax.com and follow the links to the online entry form within the Destination Halifax website. Should you re-visit the site, Destination Halifax encourages you to re-enter the contest by sharing a new 'Perfect Day in Halifax' photo and caption. Seasons run: April 2 – June 30; July 2 – September 30; October 2 – December 31; January 2 – March 31, 2010.

Rules & Regulations

This is an online contest only. The contest starts at 9:00:00 a.m. Atlantic Standard Time (AST) on April 2, 2009, and closes on March 31, 2010 at 2:00:00 p.m. AST (the "Contest Period"). No purchase necessary. Void where prohibited.

Quarterly contest winners will be decided by a panel of judges by the 10th day of the following month. Destination Halifax, acting reasonably, will attempt to contact potential winners by telephone and/or e-mail within two (2) business days after the judging. In the event the potential winner cannot be contacted within 2 business days after the judging, he or she will be disqualified and an alternate potential winner will be selected. Proof of identification must be provided upon request.

Submissions

All photo & caption submissions must be received by March 31, 2010 at 2:00pm AST. Only digital submissions will be accepted, with time and place of a Halifax, Nova Scotia based photo. Only the photographer has the right to submit a photograph. Destination Halifax reserves the right to withhold photographs or edit text if content is deemed inappropriate.

Entries

Digital entries must be submitted as jpeg files. Photos should not exceed 500 pixels wide for a horizontal image or 500 pixels tall for a vertical image, and no larger than 1MB (1,000 KB). Content alteration of digital files is not acceptable; tonal or colour corrections are acceptable, including black and white conversion. Entries must include a caption of 50 to 100 words identifying the Halifax, Nova Scotia location featured in the photograph and describing the story behind it.

Only the photographer has the right to submit a photograph. Prizes will be awarded to the photographers. Winning entrants must sign a waiver indicating that the photograph has not been previously published. If people are clearly identifiable or featured in the photo, signed photo releases are the responsibility of the entrant and must be available or posted in the event the photograph is chosen as a winner. **A sample release form, which can be used in lieu of entrants providing their own copy, is attached to the end of this document.** Each entry must include entrant's name, e-mail and Halifax, Nova Scotia location of the image. Entries not meeting these requirements will not be eligible for judging. All entries become property of Destination Halifax and are subject to Destination Halifax promotional use, according to our discretion. Please note that Destination Halifax will not sell your image – they are intended for our promotional use.

Eligibility

The contest is open to all persons (excluding Quebec residents) except employees of Destination Halifax and partners of Destination Halifax. Prizes will be awarded to the parent or legal guardian of any selected entrant who is under the age of majority.

All entries become the property of Destination Halifax who assumes no responsibility for garbled, lost, late, delayed, destroyed or misdirected entries, e-mail or any computer errors or malfunctions. No correspondence will be entered into except with entrants requesting Rules by mail or requesting names of Prize winner(s) (for which a self-addressed, postage paid envelope must be included) in your written request sent to attention of Destination Halifax Contest Administration, c/o Destination Halifax, 1800 Argyle Street, Suite 802, Halifax, NS, B3J 3N8.

Contest Parameters

Judging: A qualified panel of judges will judge eligible entries. All decisions of the Contest judges are final.

Prizes

Each season, contest winners will be awarded for their "Perfect Day in Halifax" photo contest submission. First, Second and Third prizes will be awarded at the conclusion of each season/quarter, beginning July 10, 2009. First Prize consists of both a \$150 gift certificate for fresh Clearwater Nova Scotia lobster AND \$50 gift certificate to Sugah!; Second Prize will be a \$100 gift certificate for NovaScotian Crystal, and Third Prize will be a \$50 gift certificate for Rum Runners Cake Factory. At the end of the contest period, there will be the announcement of the winner of the GRAND PRIZE 'Ultimate Halifax Vacation Prize Package' to be awarded during the week of April 12, 2010.

GRAND PRIZE PACKAGE

\$2,500 Halifax Stay Prize Package – Choose your “Ultimate Halifax Vacation” from a list of suggested experiences! The winner, to be selected from the group of monthly finalists, will be assigned a private consultation with an experienced vacation planner to tailor their own “Ultimate Halifax Based Vacation Package”. This package will also include a chance to meet the master craftsmen at NovaScotian Crystal, Canada's only maker of mouth-blown, hand-cut crystal, located on the historic Halifax Waterfront PLUS a \$100 gift certificate to the winner for use in their adjacent showroom. Winner will also receive recognition of their photo on the DestinationHalifax.com website as it becomes an official online postcard for browsers to send their friends.

Disclaimers

In the event that the quarterly prize winner does not utilize any part of the quarterly prize, no cash equivalent or future redeemable certificate(s) will be issued to the prize winner. Prizes must be accepted as awarded without substitution, are not transferable or convertible to cash, and are not for resale.

Publication

The winner's names and photographs and 50 to 100 word photo caption may be published on the Destination Halifax website. Images selected as winners may also appear in Destination Halifax electronic monthly e-Halifax newsletter subscribers and in Destination Halifax-based social media networks including Facebook, Twitter, and Flickr. Destination Halifax will retain the winning entries and reserves the right to publish any entry and/or use of it in promotional material. Winner will also receive recognition of their photo on the DestinationHalifax.com website as it becomes an official online postcard for browsers to send their friends. Destination Halifax will not sell any images received through this contest.

Responsibility

Destination Halifax is not responsible for lost, late or misdirected electronic transmissions of messages. Entries received on-line shall be deemed to be 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, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Destination Halifax is not responsible for technical problems or traffic congestion on the web or at any website or any combination thereof, including any injury or damage to an entrant's or any other person's computer or property related to or resulting from participating in this promotion. Entry materials/data that have been tampered with or altered are void. If for any reason, in the opinion of Destination Halifax, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond their control, Destination Halifax reserves the right to cancel, terminate, modify, amend, extend or suspend the

Contest and select a winner from previously received eligible entries. Destination Halifax reserves the right to modify the Rules without materially affecting the terms and conditions hereof. Destination Halifax reserves the right in its sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or otherwise in a disruptive manner. Any attempts to deliberately damage any web site or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made Destination Halifax reserves its right to seek remedies and damages to the fullest extent of the law.

By participating in the contest, entrants accept and agree to the entry of his or her submission and agree to these Official Rules and Regulations and the decisions of the judges, which are final and binding in all matters relating to this contest.

By using this website, you acknowledge you have read, understood and agree to be bound by the TERMS OF USE set out below.

Halifax website www.destinationhalifax.com

TERMS OF USE

IMAGES/GRAPHIC/COPY

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DISCLAIMER

This website and its subsidiary pages are provided "as is" without warranty of any kind, either expressed or implied on the part of Destination Halifax, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Every precaution is taken to ensure accurate and error-free information on this site, however, this site could include technical inaccuracies or typographical errors and any reliance on the information contained herein is at the complete risk of the user. Changes are periodically added to the information herein; these changes will be incorporated in new editions on a regular basis as information becomes available and any inaccuracies are detected.

INFORMATION DISCLOSURE

DESTINATION HALIFAX does not collect information through its website that personally identifies individuals except when individuals provide such specific information on a voluntary basis. For example, personal information may be gathered for contest registration, E-Halifax sign-up, submitted comments and/or suggestions. The information collected by the Destination Halifax contests with user consent and consigned to user files serves to: include users in travel package contests, respond to information requests, send users paper-based or electronic documents, compile mailing and/or survey lists.

This information also serves to determine user habits and interests for the purpose of providing enhanced service in the future. If users consent to having their name on mailing and survey lists, all information will be kept secure and confidential by Destination Halifax. Personal information about individual users will not be sold or otherwise transferred to unaffiliated third parties without approval of the user.

LINKS TO OTHER SITES

The Destination Halifax website users can access links to sites belonging to other companies or organizations. These links are provided for user convenience only. Destination Halifax in no way controls or guarantees the sites linked to this gateway and cannot be held responsible for their content or practices, particularly with respect to the protection of personal information and privacy.

NOTE: A sample release form is attached on the following page.



NOVA SCOTIA • CANADA

Destination Halifax
1800 Argyle Street, Suite 802
Halifax, Nova Scotia Canada B3J 3N8
Toll Free: 1-877-422-9334
Fax: (902) 492-3175

PARTICIPANT RELEASE

PARTICIPANT NAME: _____

In consideration of my possible appearance in photographs, film, and recordings (audio and/or visual) and without any/further compensation, I give my permission to the Organization, **Destination Halifax**, and to others authorized by **Destination Halifax**, to use my appearance in all manner and media whether now known or hereafter devised throughout the world in perpetuity, for purposes notably but not limited to publicity and promotion. I understand that my appearance in these materials may be subject to editing and/or retouching. I release **Destination Halifax** from all claims which I may have resulting from my appearance in the above mentioned materials.

Witness' Signature:

Participant's Signature:

Witness Name (Please Print):

Date of Signature:

[If applicable for a participant who is a minor – under the age of 19]

I represent that I am a parent/guardian of the minor who has signed this Release and I agree that we shall both be bound by the terms of this Release.

Witness' Signature:

Parent/Guardian Signature:

Witness Name (Please Print):

Name of Parent/Guardian (Please Print):

Telephone Number:
