



TRANSLINK POETRY IN TRANSIT 2023 IMAGE CHALLENGE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ENTERING THE TRANSLINK POETRY IN TRANSIT 2023 IMAGE CHALLENGE (THE “**COMPETITION**”), THE ENTRANT AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THESE COMPETITION RULES. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THESE COMPETITION RULES, DO NOT ENTER THE COMPETITION. FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION AND/OR NULLIFY THE ENTRANT FROM PARTICIPATING IN THE COMPETITION.

POETRY IN TRANSIT

In collaboration with the Association of Book Publishers of British Columbia (“**ABPBC**”), the South Coast British Columbia Transportation Authority (“**TransLink**”) annually produces a collection of poetry cards (“**Poetry Cards**”) featuring the work of BC poets. The Poetry Cards are displayed on TransLink’s transit vehicles and other transit property as part of the Poetry in Transit Initiative. The Poetry Cards are also shared with British Columbia Transit Corporation (“**BC Transit**”) for display on their transit vehicles and other transit property. Through this Competition, judges will select up to 10 photos from among all photos submitted to be featured on Poetry Cards together with the poems as part of the 2023 Poetry in Transit promotion.

ELIGIBILITY AND PARTICIPATION

To be eligible for the Competition, an individual must (a) be a legal resident of the Province of British Columbia, (b) be 19 years of age or older; and (c) have an Instagram account in good standing.

Employees of TransLink, ABPBC, BC Transit and their respective affiliates, and each of their respective promotion and advertising agencies, as well as family members of such employees, and household members who reside at the same address as such employees are not eligible to participate in the Competition.

The Competition is void where prohibited by law.

SPONSOR

The Sponsor of the Competition is TransLink, with an address at 400 – 287 Nelson’s Court, New Westminster, BC, V3L 0E7. The Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram.

ENTRY PERIOD

The Competition will open on Friday, May 19 at 12:00:00 a.m. Pacific Time (PT) and will close on Friday, June 2, 2023 at 11:59:59 p.m. PT (the “**Competition Period**”).

HOW TO ENTER

To enter this Competition, each person (“**Entrant**”) must be a registered member/user of the Instagram application or www.instagram.com (“**Instagram**”). Registration is free and can be obtained by downloading the Instagram application to your mobile device or visiting Instagram’s website (listed above), filling out the required information to obtain an account (“**Account**”), and accepting Instagram’s terms of use and policies. Once a registered member/user of Instagram, to enter: (a) Entrant must log into their Account during the Competition Period, and (b) post an original photograph (“**Photo**”) based on the theme of transit with the hashtag #MyTransLinkPhoto to receive one entry into the Competition.

Entries must be received by the 11:59:59 PM PT on June 2, 2023 to be eligible for the Competition.

Limit: One entry per Instagram account per day (regardless of whether one person has more than one Account or more than one person uses the same Account) during the Competition Period. Limit 10 total unique Entries during the Competition Period. Any attempts by an Entrant to submit more than 10 Entries total may result in such Entrant being disqualified.

Any attempt by an Entrant to enter by using multiple/different Accounts, email addresses, identities, registrations and logins, or any other methods will void that Entrant’s Entries and that Entrant may be disqualified, at the sole discretion of TransLink. Use of any automated system to participate is prohibited and may result in disqualification.

Photos that are identical or similar to another submitted Photo are ineligible for entry. “Identical or similar Photos” includes photos produced from identical image data, a photo produced by cropping or retouching identical image data to alter it, or a photo produced from similar, though not identical, image data (e.g. a frame from the same series of shots, photography conducted at a different date or time yet producing the same result), or a photo otherwise determined by TransLink to be similar, in its sole discretion.

In the event of a dispute regarding who submitted a Photo or received an entry, the entry will be deemed submitted by the authorized account holder of the Account from which the Photo was posted. “Authorized account holder” means the individual who is assigned the email address used to create the Account associated with the entry, by an Internet access provider, online service provider or other organization (for example, business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the relevant email address. No automatically generated entries will be accepted.

TransLink and its subsidiaries are not responsible or liable for any Entrant’s or potential Entrant’s inability to access Instagram or the entry submission process. TransLink and its subsidiaries are not responsible for lost, late, damaged, illegible, garbled, stolen, misdirected, misidentified, delayed, or incomplete entries, for any problems or technical or mechanical malfunction of the computer online systems, servers, access providers, computer equipment, software, failure of any entry to be received by TransLink on account of technical problems or traffic congestion on the internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in this Competition, human processing or otherwise, or any combination thereof.

PHOTO REQUIREMENTS

Each Photo entered must be taken by the Entrant and must be an original creation of the submitting Entrant. Entry is limited to Photos that have not formerly been displayed or exhibited as any visual

medium (including advertising, stock photos, and on social networking service accounts, etc.) and for which the Entrant holds all applicable rights.

Photos that have won prizes in other competitions or that have been submitted to other competitions currently underway, including similar photos, are not eligible. Photos that are entered in other competitions after submission to this Competition will be regarded as having been submitted to other competitions currently underway.

Both colour and monochrome Photos will be accepted. Photos that have been retouched by using camera apps, photo editing apps, other software will be accepted, provided such retouched images can be replicated in the final printed images for use by TransLink. TransLink discourages retouching images as they may be hard to replicate in the final printed images.

The Photo must be under no restriction, contractual or otherwise, that will prevent TransLink's use of the Photo and each Photo must be free of any and all claims of third parties. Entrant acknowledges, agrees, represents and warrants that, nothing in the Photo infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrant absent a suitable license, clearance or permission agreement (proof of which may be required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured from any individual or entity with any rights in or to the Photo. Entrant agrees to indemnify and hold harmless each of TransLink, Instagram and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting this Competition, and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors, members, employees, agents and subcontractors (collectively, the "**Released Parties**"), from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Competition Rules or the warranties and representations made by Entrant in these Competition Rules.

Modifying, enhancing or altering a third party's pre-existing work does not qualify as Entrant's original creation.

Entrants agree to and understand that the Photo will be made available to the public, including without limitation, on Poetry Cards and posting on the Internet. Whether or not the Photo is published on Poetry Cards or the Internet, TransLink makes no representation or warranty regarding the confidentiality of any Photo.

PHOTO LICENSE

By submitting the Photo, the Entrant grants TransLink, for no additional compensation, a non-exclusive, royalty-free, worldwide, irrevocable, perpetual license to display the Photo on Poetry Cards and to publish, make available to the public, reproduce, edit, modify, exploit, make derivative works from or otherwise use the Photo or Poetry Cards on which the Photo is displayed throughout the world and by any and all means and in any and all media formats, whether now known or hereafter devised. In addition, Entrant warrants that any "moral rights" in the Photo have been waived and Entrant acknowledges and agrees that TransLink may use any ideas from any Photo or other submitted materials, whether or not Entrant has been given an award in connection with any such Photo or other materials. Entrant acknowledges and agrees that TransLink may share the Poetry Cards with BC Transit. Entrant agrees to release, defend, indemnify and hold harmless each of the Released Parties from all claims, demands, and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors,

administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) TransLink's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity, rights of personality or any other rights, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with TransLink's use of the Photo and any portion thereof, or the likeness of any individual in the Photo.

Entrants are responsible for securing necessary permissions and licenses for any persons and/or materials contained in the Photo.

PHOTO CONTENT

Photos submitted must comply with Instagram's Terms of Use and policies, including Instagram Community Guidelines. Photos must be suitable for presentation in public places and appropriate for a diverse audience, as determined by TransLink in its sole discretion. Photos must not:

- Violate or infringe another person's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitute copyright infringement;
- Contain material that promotes racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Contain or depict someone smoking or intoxicated;
- Display any commercial/corporate advertising other than that of TransLink;
- Contain indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to use of firearms/weapons/ammunition, nudity, gambling, or pornography, or is otherwise inappropriate, indecent, profane, obscene, violent, hateful, tortuous, slanderous or libelous;
- Reference persons or organizations without their written permission other than that of TransLink;
- Disparage any persons or organizations;
- Include threats to any person, place, business, or group;
- Is unlawful, in violation of or contrary to all applicable federal, provincial, municipal, territorial or local laws and regulations;
- Contain anything that is determined to damage or diminish the goodwill of the Released Parties, as determined by such entities solely in their respective discretion.

Failure of any Photo to comply with the above "Photo Requirements" and "Photo Content," as determined by TransLink, in its sole discretion, may result in disqualification of Entrant. Without limitation, TransLink reserves the right in its sole discretion to disqualify any Entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon TransLink, the Competition or any other person or entity, does not comply with these Competition Rules or if TransLink receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries shall not be acknowledged or returned.

SELECTION OF SEMI-FINALISTS

On or about June 19, 2023, all Photos submitted during the Competition Period will undergo a first round of judging by a panel made up of TransLink staff. The panel will select up to 50 Photos from Entrants as semi-finalists in the Competition. TransLink will notify the selected semi-finalists by private Instagram message. Within 3 business days of receiving notification from TransLink, selected semi-finalists must send to TransLink by email a copy of their selected Photo in the following format:

- Minimum size: 1200x1200 pixels
- Minimum 150 dpi
- Image data file format: PSD, PNG or JPG
- Images must not contain watermarks

If a selected semi-finalist does not send to TransLink the selected Photo in the format required or within 3 business days of receiving notification from TransLink, such Photo may not be included in the final round of judging, as determined by TransLink in its sole discretion.

SELECTION OF FINALISTS

On or about July 14, 2023, 10 Photos will be selected as finalists by a judging panel convened by TransLink. The judging panel will include at least one poet from the ABPBC, one visual arts professional and one TransLink staff member. The judging panel will select the 10 finalist Photos from among the photos submitted by email by the semi-finalists and will pair such Photos with poems to be displayed on Poetry Cards.

SELECTION OF WINNERS

On or about July 14, 2023 TransLink will submit to the ABPBC the 10 Photos selected as finalists together with the proposed poetry pairing. ABPBC will in turn review the Photos with the poets whose work will be displayed on Poetry Cards, the book publishers and BC Transit. If a Photo is approved by the ABPBC following such review, the Entrant who submitted such Photo will be selected as a winner.

If a Photo is not approved as part of this review process by the ABPBC, the judging panel will select another Photo from among the photos submitted by email by the semi-finalists and submit such Photo to the ABPBC for review until a winning Photo has been selected. The selection process will be closed on the earlier of (a) the date 10 Photos have been selected as winners; and (b) July 25, 2023 (or such other date as TransLink may stipulate, in its sole discretion) (“Selection End Date”). If 10 Photos have not been approved through this process by the Selection End Date, only those Photos that have been approved by the close date will be selected as winners.

NOTIFICATION OF SELECTED WINNERS

TransLink will notify the selected winners by email. Selected winners must respond to such notification within 3 business days in order to be eligible for their award. If a selected winner does not respond within 3 business days, they may be disqualified and if times allows, TransLink may select another winner following the judging procedure set out above.

AWARD

Each winning Photo will be paired with poems selected for the 2023 Poetry in Transit display, and will be featured on Poetry Cards. The name of the winning Entrant will be included as a photo credit.

Each winning Entrant will be paid an honorarium in the amount of \$350.

To be declared a winner, the selected Entrant must:

- (a) Sign and return an agreement, in a form acceptable to TransLink in its sole discretion, confirming compliance with these Competition Rules, acceptance of the award as offered, the grant of the requisite license to use the Entrant's Photo, and acknowledging the non-responsibility of TransLink, ABPBC, BC Transit, Instagram and their respective employees, directors, officers, representatives and agents with respect to liability relating to (i) participation in the Competition or any related activity, and (ii) acceptance of the award or any component thereof, to the extent permitted by law; and
- (b) Consent to their name, city and likeness to be used in any promotional materials, advertising, news releases or photography as determined appropriate by TransLink for promotion.

If the selected winner fails to meet these conditions within 5 days of acknowledging his/her/their receipt of the notification of eligibility for the award, the award will be forfeited and, if time allows, another entrant may be selected from eligible entries from semi-finalists in TransLink's sole discretion until such time as an entrant satisfies the terms set out in these Competition Rules. Failure to comply with any other terms or condition of these Competition Rules may, at the sole discretion of TransLink, result in the winner's disqualification and the forfeiture of their interest in the award.

TransLink or TransLink's representative will contact the winners to coordinate the payment of the honorarium within 5 days once such winners have been successfully contacted and notified of the award and fulfilled the requirements set out in these Competition Rules.

GENERAL TERMS AND CONDITIONS

The Competition will be run in accordance with these Competition Rules. Entrants must comply with these Competition Rules, and will be deemed to have received and understood these Competition Rules by submitting an entry in the Competition. Entrants must also comply with Instagram's terms of use and policies.

TransLink will not, under any circumstances, be responsible for, or liable to any entrant or any other person for:

- any erroneous lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Competition entries, regardless of the cause, including, but not limited to, failure of Instagram;
- any failure for any reason whatsoever of the selected entrant to receive notification of their selection; any changes in email addresses after Competition entries are submitted; and

- any computer, online, mobile device, or technical malfunctions or errors that may occur, regardless of the cause.

Entrants are responsible for all costs, if any, incurred by entering the Competition.

Entrants will not be notified of the receipt of their Photos entered in the Competition. TransLink will not respond to inquiries concerning the receipt of entries. Once submitted to TransLink, Photos will not be returned to Entrants, even if Entrant later withdraws from the Competition or is disqualified.

When a winning Photo is used for Poetry Cards or otherwise by TransLink, due to circumstances concerning printing or otherwise, the tone or expressed meaning may not be strictly reproduced according to the winning Entrant's intent.

TransLink will not respond to any inquiries, complaints, or objections regarding the judges' decisions in the Competition.

The decision of TransLink is final on all matters of fact, interpretation, eligibility, procedure and fulfillment in all matters related to this Competition and without appeal.

TransLink reserves the right to require proof of age, address and jurisdiction of residence prior to giving an award.

TransLink may, at its sole discretion, alter, amend, suspend, or cancel this Competition or these Competition Rules, or amend the draw procedures at any time, subject to applicable law.

By participating in this Competition, the entrant agrees to release and hold TransLink, Instagram, their respective affiliates, prize suppliers, and each of their directors, officers, employees, contractors and agents harmless from any and all losses, damages, rights, claims and action of any kind in connection with this Competition or resulting from the entrant's acceptance, possession, or use of an award, including without limitation, personal injury, death, or property damage.

These are the official Competition Rules. This Competition is subject to the laws of the province of British Columbia and the laws of Canada applicable herein. If any provisions of these Competition Rules are held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions hereof will remain in full force and effect.

PRIVACY

The personal information collected, used and disclosed (including contact information) is necessary for the administration of the Competition and is in accordance with the provisions of Part 3 of the *Freedom of Information and Protection of Privacy Act* (British Columbia). Please refer to www.translink.ca/privacypolicy or contact the TransLink Privacy Officer at 400-287 Nelson's Court, New Westminster, BC, V3L 0E7 (Tel: 778-375-7500) or privacy@translink.ca for further information.