



## **RICHARDSON PHOTOGRAPHY CONTEST OFFICIAL RULES (“Rules”)**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE’S CHANCES OF WINNING**

### **1. SPONSOR**

Richardson International Limited, 2800 One Lombard Place, Winnipeg, MB Canada R3B 0X8 (“Sponsor”), is solely responsible for all aspects of this photography contest (“Contest”).

### **2. ELIGIBILITY**

This Contest is only open to employees of Sponsor and residents of Canada (excluding Québec). In order for an Entry to be considered, the entrant must be a full-time employee of Sponsor in good standing at the time the winner is chosen or a legal resident of Canada other than Québec (an “Entrant”). Additionally, the Entrant must have reached the legal age of majority in the state/province/territory of residence at the time of submitting the Entry and be a legal resident of, and physically located within Canada, Great Britain (excluding Northern Ireland), or one of the 50 United States (including the District of Columbia) (collectively, “Territory”). Entries from persons residing, or physically located, outside the Territory or who are under the age of majority will be disqualified.

### **3. ENTRY**

During the period commencing at 12:00:01 a.m. CST on May 1, 2022, and ending at 11:59:59 p.m. CST on September 16, 2022 (“Entry Period”), you may enter this Contest as follows:

An eligible entrant may submit up to a total of five agriculture-themed photographs (each, an “Entry”). Each Entry submitted must be accompanied with the following information:

- i. Photographer’s name and location in which the photograph was taken;**
- ii. Telephone number;**
- iii. Description of the photograph; and**
- iv. Social media handles (Instagram, Facebook, and Twitter), if applicable**

There is no fee to enter the Competition.

Failure to provide all necessary information may result in the photograph not being accepted for entry in the Contest. Submissions may be entered by emailing [photo@richardson.ca](mailto:photo@richardson.ca). Each Entry must be received by September 16, 2022. You may submit up to five photographs to the Contest. If more than five photographs are submitted, only the first five photographs submitted will be counted as Entries. Entries must be made on an individual basis. Group Entries (i.e., an Entry purporting to be submitted by two or more people) will be disqualified. This Contest is void where prohibited or restricted by law and subject to all applicable federal, provincial, state, local and municipal laws and regulations.

### **4. FAILED ENTRIES**

Neither Sponsor, its affiliates, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, “Releasees”) are responsible for Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, irregular in any way, late, lost, misdirected, multiple, mutilated, non-delivered, stolen, tampered with, unauthorized, unintelligible or

otherwise not in compliance with these Rules; or for Entries that are not received due to interrupted or unavailable network, server or other connections, miscommunications, failed phone, computer hardware or software, telephone transmissions, garbled or jumbled transmissions, Internet connection or other technical failures, unauthorized human intervention, undeliverable emails resulting from any form of active or passive email filtering, insufficient space in entrant's email account to receive email, or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes, even if caused by the negligence of any of the Releasees (each, a "Failed Entry"). Each such Failed Entry will be disqualified.

## 5. PRIZE

The odds of winning depend on the number of eligible Entries received. Winners will be featured in the Richardson International 2023 calendar with attribution for their photograph. The calendar will be in circulation in the late fall of 2022. Winning photographs may also be featured in other marketing materials of the Sponsor and will be featured on Sponsor's social media channels with attribution for their photograph. The calendar may include photographs which were not submitted for or as part of this Contest.

The following prize(s) (each, a "Prize") will be awarded for the first, second, and third place winners:

### FIRST PLACE

\$1,000.00 CDN cash prize (or local currency equivalent) and a Richardson branded North Face Backpack (approximate value of \$85.00 CDN)

### SECOND PLACE

\$500.00 CDN cash prize (or local currency equivalent) and a Richardson branded Under Armour Duffle Bag (approximate value of \$55.00 CDN)

### THIRD PLACE

Herschel Supply Co. Richardson branded Gibson messenger bag (approximate value \$127.00) and a Richardson branded insulated tumbler, Yeti Rambler (20 oz) or equivalent (approximate value of \$40.00 CDN)

Actual/appraised value may differ at the time the Prize is awarded. Any difference between the estimated value and the actual value will not be awarded. Any portion of the Prize not accepted by winner within thirty (30) days shall be forfeited. The Prize is non-transferable.

## 6. PROCEDURES

Contest is being conducted during the Entry Period. On or about September 19, 2022, our panel of judges will evaluate all Entries. Photographs will be judged on the following criteria:

- i. Composition;
- ii. Creativity; and
- iii. The photograph's ability to capture the heart of Canadian, British and United States agriculture or Sponsor's assets throughout the year.

## 7. WINNER

Winners will be determined at the sole discretion of the judging panel and there will be no appeal, reconsideration or reasons provided in relation to any decision, including a decision as to whether an Entry complies with the Rules. Winners will be contacted using the contact

information provided with the Entry, with an announcement being made online at [www.richardson.ca](http://www.richardson.ca) and on Sponsor's social media channels following notification of the winners. If a winner cannot be contacted in a reasonable period of time or if there is any non-compliance with these Rules, the judges may, at their discretion, name an alternative winner, and the originally named winner will cease to have any entitlement to the Prize(s) awarded.

If you object to your name and territory of residence being published or made available, please state this when you submit your entry or contact the Sponsor at [photo@richardson.ca](mailto:photo@richardson.ca). In such circumstances, the Sponsor may still be required to provide the information and winning entry to the applicable government authorities on request.

## **8. TAXES**

Sponsor disclaims any and all liability for federal, provincial or state income taxes or withholding taxes, value added taxes, excise taxes or other taxes attributable to the Prizes on behalf of the winners. All applicable taxes related to the Prize are the sole responsibility of the winner.

## **9. CONDITIONS**

By entering this Contest and/or accepting the Prize you may win, you agree, represent and/or warrant that: (1) you will abide by and be bound by the Rules and Sponsor's decisions, which shall be final in all respects; (2) upon submission, the Entry becomes solely Sponsor's property and will not be acknowledged or returned; (3) you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, participation in, use, misuse, possession, loss or misdirection of a Prize; participation in the Contest or any Contest-related activity or travel or from any interaction with, or downloading of, computer Contest information; (4) the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Contest or the Prizes; (5) winner's acceptance of a Prize constitutes the grant to Sponsor and assigns of a right to use winner's name and Prize information and/or statements about the Contest for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law or expressly notified to Sponsor; (6) the Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to, errors in the advertising, Rules, selection and announcement of the winner and distribution of the Prize; (7) the Releasees are not responsible for any inability of the winner to accept or use a Prize (or any portion thereof) for any reason; and (8) Sponsor has the right to terminate the Contest or modify the Prize award procedures at its sole discretion.

You must be the creator of each photograph Entry you submit. You represent to Sponsor that each photograph Entry is your original work; does not infringe the rights of any third party; is authored by you and is not the product of collaboration with any other person and that you own all right, title and interest in each photograph Entry, free of claims of any other person, and are not subject to any conflicting agreements which restrict the usage of the Entry.

You must obtain permission from persons (if any) who are the subject(s) of each photograph you submit as an Entry. By submitting the photograph(s), you are confirming to Sponsor that consent has been received. If the subject(s) is/are children, you must confirm to Sponsor that you have obtained the consent of the custodial parents or legal guardians. You agree to produce evidence of any required consents at the Sponsors request.



You confirm that your Competition entries are not defamatory and do not infringe on anybody else's rights.

By submitting your Entry to Sponsor, you grant Sponsor an irrevocable, perpetual, worldwide license to use, reproduce and modify each Entry in any material or digital form, to display the photograph to the public and to communicate to the public on a website or by any other means of telecommunication. You waive all moral rights in and to each Entry and authorize Sponsor to modify your Entry (for size, form, content or otherwise), to associate it with any of its business undertakings for sales or promotional purposes and to provide or not to provide attribution for your Entry. All entries will become the property of the Sponsor. Sponsor shall have the right to assign or sublicense all or any of the rights granted to it under these Rules.

By submitting your Entry with an email address, you consent to Sponsor contacting you by email and to maintaining your email address and other personal information for use in connection with this Contest and any future inquiries or requirements relating to the use of your Entry.

The Sponsor will only process your personal information as set out in these terms and conditions and in accordance with its privacy policy available at <https://www.richardson.ca/legal/>.

Any Entry that infringes the rights of any person, which is contrary to law or is determined by the judges to be inappropriate subject matter for the Contest, may be disqualified from the Contest.

Each entrant acknowledges that these Rules are written in the English language only. L'entrant confirme se volonté que cette règles, y compris tout avis s'y rattachant, soient rédigés en anglais.

## **10. MORE INFORMATION**

For information regarding the winners, to obtain a copy of the Rules, or for other questions, mail your request along with a self-addressed, stamped envelope to: Richardson International Limited, 2800 One Lombard Place, Winnipeg, MB Canada R3B 0X8 or if you are a resident in the United Kingdom, to Richardson Milling (UK) Limited, a company incorporated in England and Wales with company number 01789282 whose registered address is at Mile Road, Bedford, Bedfordshire, MK42 9TB, United Kingdom.