

# Contest Rules & Regulations

## Ducks Unlimited Canada and **Vortex Canada** “Flock Watch 2023” Contest Rules and Regulations (“Rules”)

### 1. How to Participate

1.1 The sponsor of this contest is Ducks Unlimited Canada (“DUC”). The Prize provider is Vortex Canada.

1.2 Eligibility: The “Flock Watch 2023” contest (the “Contest”) is open to all residents of Canada, except in the province of Québec, who have reached the legal age of majority in their province/territory of residence.

1.3 Contest Period: The contest begins on **April 7, 2023 at 12:01 a.m.** Central Time (“CT”) and ends on **May 4, 2023 at 11:59 p.m.** CT.

1.4 Contest Entry: Entrants may participate in the contest by downloading the iNaturalist application or through iNaturalist.ca, accepting the terms & conditions, and by joining the DUC Migration Tracker project on iNaturalist Canada, which allows you to submit observations of four target species (one per week) as announced by DUC each Friday. “**Observations**” include all pictures, videos, written and oral descriptions, screen shots or other media submitted by the Entrant in support of describing a target species. Users will have until the following Thursday to share their Observations of that species via the DUC Migration Tracker project. Users may enter as many Observations as they like. Each following Thursday, a winner will be drawn from all Observations that meet the contest terms and conditions. The winners will be contacted and announced via iNaturalist. No purchase, membership or donation is necessary in order to submit an Observation or to win a prize.

1.5 Upon submitting an Observation of a target species on iNaturalist Canada, all Observations become “Entries” submitted by an entrant into the Contest for one (1) chance to win the Prize. Entrants may earn additional contest Entries by correctly submitting additional Observations of a target species on iNaturalist Canada.

1.6 Contest Entry Restrictions: Entrants earn Contest Entries for each correctly submitted Observation of any of the four (4) weekly target species within DUC Migration Tracker project on the iNaturalist application.

### 2. Prize

2.1 Prize: Four (4) Vortex Canada Packages (~**MSRP \$600.00 CDN**) to be provided courtesy of Vortex Canada (the “Prize”). Each Prize includes: one (1) Vortex Diamondback HD 10x42 binocular; one (1) lens cleaners; one (1) Vortex cap; one (1) Vortex binocular harness; and one (1) Vortex water bottle. Each eligible winner will be required to answer a skill-testing question and complete the Sponsor’s

Declaration and Release Form to claim the Prize. The Prize will be forwarded to the winner within six (6) weeks from the date when the winner's signed Declaration and Release Form is received by DUC. Each Prize package has an approximate value of **\$600.00 CDN** as of the Contest start date. The Prize is not redeemable for cash. Under no circumstances whatsoever will any difference between the actual and approximate retail value be awarded. The Prize is awarded "as is" and no replacements will be made.

2.2 Odds: The odds of being randomly selected to win the Prize depend on the total number of eligible Entries received. An "Eligible Entry" is one that complies with s. 3.2 below and is submitted properly and on time in accordance with these Rules & Regulations.

2.3 Prize Draw: Each eligible winner will be selected by random computer-generated draw from all eligible Contest entries received during the applicable Contest period. The draws will take place on **April 13, 20, 27 and May 4, 2023 at 10:00 a.m. CT** at Ducks Unlimited Canada, Oak Hammock Marsh Interpretive Centre, 1 Mallard Bay at Highway 220, Manitoba.

2.4 Notification of Selection: The eligible winners will be contacted through the iNaturalist Canada platform's messaging feature at least three (3) times within the fourteen (14) days after the Draw. If an eligible winner does not respond in that time, another entrant will be randomly selected, and the initial eligible winner will be disqualified and will have no recourse toward DUC or anyone involved in the Contest. In order to win, the eligible winner will be required to sign a Declaration and Release Form confirming compliance with the Contest Rules, acceptance of the Prize as awarded and releasing DUC or anyone involved in the contest from all liability relating to the Contest. No substitution for, or transfer of, the Prize will be allowed. The prize cannot be exchanged for cash. The eligible winner will have seven (7) business days from the date of receipt to return a signed copy of the Declaration and Release Form to DUC or its representative – by 5pm CST on the 7<sup>th</sup> business day. The form can be returned by email. Email must be confirmed as received by DUC. If the eligible winner does not do so within this period of time, another entrant will be randomly selected, and the initial eligible winner will be disqualified and will have no recourse towards DUC or anyone involved in the Contest.

### 3. General Rules

3.1 The Prize claim is subject to verification by DUC and/or its designated representatives. Entries of incorrect species during the Contest period are automatically void. DUC will be the sole and final reference source in validating a Prize claim. DUC shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. DUC reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**3.2 By participating, each entrant and the selected eligible winner agrees: (a) to be bound by these Rules and the decisions of DUC made thereto, (b) to release and hold harmless DUC and Vortex Canada, and their respective affiliates, subsidiaries and independent contractors, and their respective directors, officers, employees, agents and representatives including advertising and promotion agencies from any and all liability for claims/damages including, but not limited to, claims/damages for personal injury, for property damage with respect to acceptance, possession or use or misuse of the Prize or participation in the Contest; (c) in accordance with this clause and clause 3.12, to permit**

**DUC and Vortex Canada to use their Observations, their name, province, of residence, photograph, video, or any likeness and any statements they may make regarding the Prize for advertising or publicity purposes worldwide in perpetuity and in any form of media now or hereafter devised worldwide, without any additional compensation; (d) that they own all right, title and interest in any materials submitted to DUC, and that they grant DUC an irrevocable worldwide, unlimited licence in perpetuity, to use the submitted materials as DUC sees fit; and (e) the winner agrees to sign a Declaration and Release Form to this effect and submits that fully executed Declaration and Release Form within the period of time required.**

3.3 DUC's computer shall be the official time clock of the Contest with respect to Contest Entries submitted online. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Contest entry.

3.4 Contest entrants may be given the option to receive commercial electronic messages (e.g., emails) and/or other communications from DUC and/or Vortex Canada; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive such messages and communications and consenting to receive such messages and communications will not impact an entrant's chances of winning.

3.5 The decisions of DUC in relation to this Contest will be final and binding on all entrants.

3.6 DUC shall not be responsible for incorrect or inaccurate transcription or registration of Contest eEntry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, faulty, incomplete, incomprehensible, or erased computer or network transmissions, line failures of any telephone network, failure of computer equipment, software, inability to access any online service or web site, inability to submit the online registration, or any other error or malfunction, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, or any injury or damage to entrant's or any other person's computer or device related to or resulting from participation or downloading any materials in this Contest, or for late, lost, stolen, postage due, illegible or misdirected entries.

3.7 DUC reserves the right to cancel, terminate, or suspend this Contest, at its sole discretion, in the event of a technical failure, computer virus or bug, unauthorized human intervention, fraud or any other occurrence or cause beyond its control that corrupts or adversely affects the administration, security, fairness or normal operation of the Contest.

3.8 Persons who tamper with or abuse any aspect of the Contest, website or platform or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or DUC's representatives or who are in violation of these Rules, as solely determined by DUC, will be disqualified and all associated Entries will be void.

3.9 If a selected entrant is awarded the Prize due to a system or human error, malfunction or defect, the entrant will be notified upon discovery by DUC, the prize will be reclaimed by DUC and the Prize will be returned to be re-awarded in DUC's sole discretion.

3.10 Under no circumstances will DUC and its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies

be required to award more Prizes than what is indicated in these Rules or award the Prize other than in accordance with these Rules. The failure of DUC to enforce any term of these Rules shall not constitute a waiver of that provision.

3.11 The Contest is subject to all Federal, Provincial and local laws and all disputes will be resolved in the Province of Manitoba. Personal information collected by DUC will not be shared with or sold to other parties unless compelled to do so by court order or other valid legal or regulatory requirement.

3.12 All personal information is collected and used for the purpose of allowing individuals to enter into the Contest and for awarding prizes. Personal information is stored in accordance with PIPEDA. Only an individuals' first name and general geographic location will be disclosed to associate the Entry and Observations with the individual entrant for marketing and promotion purposes on all available social, internal and external media.

3.13 This Contest is not open to residents of Québec.

3.14 iNaturalist Canada is not a sponsor of or a participant in this Contest.

3.15 The interpretation of these Rules and Regulations is subject to the laws of the Province of Manitoba and all entrants agree to be bound by the laws of the Province of Manitoba.

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