BC BLOSSOM WATCH CONTEST RULES

1. To enter, visit:

A. www.twitter.com and tweet your photo (as described below) using the hashtags #VCBF2015 and #AllNipponAirways; or

B.<u>www.instagram.com</u> and post your photo (as described below) using the hashtags #VCBF2015 and #AllNipponAirways.

Photos submitted must be based on the following themes: (i) scenic images of blossoms or trees in blossom; or (ii) images of people enjoying blossoms and/or the Vancouver Cherry Blossom Festival which runs from March 23 to April 29, 2015). Each Contestant can only enter one photo per day on each of the platforms above.

- 2. No purchase necessary. INTERNET ACCESS IS REQUIRED TO ENTER. Limit one (1) prize awarded (the "Grand Prize"). In the event of a dispute regarding submission of an online entry, the entry will be deemed submitted by the holder of the Twitter or Instagram username used. Entries must be received no later than the Contest closing date of 11:59pm Pacific Time on April 29, 2015. All entries become the property of Buzz Connected Media Inc. ("Vancity Buzz") and the Vancouver Cherry Blossom Festival Society ("VCBF").
- 3. Contest is open to all residents of British Columbia (i) who have not won a Vancity Buzz contest since April 29, 2014; (ii) who have reached the age of 19 or have received parental/legal guardian consent and otherwise have every right and full capacity to contract in their name; and (iii) who are not employees of Vancity Buzz, All Nippon Airways or the VCBF or their advertising or promotional agencies; not a member of the independent judging panel; and not a family member living with any member of the independent judging panel or any employee of Vancity Buzz, the VCBF

- or their advertising or promotional agencies.
- 4. Chances of winning the Grand Prize will be affected by the total number of eligible entries received. The prize winning entry will be selected in the sole and absolute discretion of an independent panel of four judges comprising of professional photographers selected by the VCBF.
- 5. Contest is open to amateur photographers only.
 Professional photographers are prohibited from entering. A professional photographer is defined as someone who is engaged in photography as a means of livelihood.
- 6. By entering the Contest, all contestants ("Contestants") agree to the use of their names and photo entries for the purpose of any advertising, promotion and marketing by Vancity Buzz or VCBF, without compensation. Once submitted, entries cannot be modified, deleted or cancelled by a Contestant.
- 7. No correspondence will be entered into except with the winner (the "Winner"), who will be notified through the platform they enter by.
- 8. Prior to being declared the Winner, a selected Contestant must sign a declaration and release form required by Vancity Buzz which, among other things, confirms compliance with the Contest rules and acceptance of the prize as awarded, grants to Vancity Buzz and VCBF a license to use the photograph submitted, waives the moral rights in such photograph and releases Vancity Buzz and VCBF from liability for the use of the photograph and granting of the Grand Prize.
- 9. There will be one Grand Prize consisting of return airfare for two to Tokyo, Japan from Vancouver, BC via All Nippon Airways. Approximate retail value of this prize is \$2200.00. The Grand Prize is for airfare only, and all other costs and

arrangements associated with travelling to Tokyo, Japan, including without limit, transfers, accommodation and food, are the sole responsibility and cost of the Winner. The Grand Prize may not be: transferred to any other carrier; the party of two must travel at the same time; space is subject to availability at the time of booking; seating is economy class (N) only; all applicable transportation taxes, fuel surcharges, security charge and insurance charges are the responsibility of the Winner and payment is due prior to tickets being issued (cash or money order only); and all travel must be completed. Travel must be completed by the date stated on the travel award letter. Ticket and travel extensions and/or deviations are not permitted. Travel itinerary for you and your companion, if applicable, must be identical and tickets are only valid for 3 months from the date of issue. All award travel requests and reservation must be received not less than two weeks before the desired departure date and seat confirmation is depending on the availability of the applicable booking class. No upgrades are permitted. Travel is not allowed on the following blackout periods: April 25, 2015 through May 06, 2015. August 1, 2015 through August 17, 2015, December 19, 2015 through January 03, 2016. Travel is not applicable on ANA Code-share flights (NH5000-7999). Travel awards are non-transferable, non-endorsable and may only be used by the person(s) to whom they are awarded. Identification is required at the time of reservation and travel along with a valid passport. Travel awards offered have no cash value, and travel award tickets that are sold, bartered or altered are automatically void. ANA, Vancity Buzz, and Cherry Blossom Festival are not responsible for any requests or correspondence delayed in the mail and all award travel terms and conditions are subject to change without notice.

 Vancity Buzz and VCBF reserve the right to make substitutions of equivalent kind or approximate value in the event of unavailability of the Grand Prize or any component thereof. Vancity Buzz and VCBF will not be liable to a winner or any other person for failure to supply the Grand Prize or any part thereof, by reason of the Grand Prize becoming unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labour dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the control of Vancity Buzz and VCBF. No substitution for or transfer of the Grand Prize by a Contestant will be allowed.

- 11. Decisions by Vancity Buzz, the VCBF and the panel of independent judges in respect of all aspects of this Contest, including but not limited to eligibility of entries, are final. Vancity Buzz, VCBF and their advertising and promotional agencies, and the panel of independent judges will be free from any liability occurring as a result of the Grand Prize being awarded or the use of the Grand Prize.
- 12. All personal information collected from Contestants will be used only for the purposes of administering the Contest and for Vancity Buzz and VCBF's marketing and promotional purposes as contemplated by these rules; under no circumstances will any personal information be sold or rented to third parties. Photographs submitted will be delivered by Vancity Buzz for judging to the VCBF and the independent panel of judges. All personal information collected by Vancity Buzz will be kept in accordance with the privacy policy of Vancity Buzz, which can be viewed at www.vancitybuzz.com, and in accordance with all applicable privacy laws.
- 13. Vancity Buzz and VCBF reserve the immediate right to disqualify any entrant who, in their sole discretion: (i) is not in compliance with these official rules, (ii) tampers with the entry process, the Contest, or the Vancity Buzz website (the "Website"); or (iii) is acting in an uncooperative, unsportsmanlike,

disruptive, abusive, or threatening manner in the sole discretion of Vancity Buzz or VCBF. Vancity Buzz and VCBF reserve the right to disqualify and/or remove any entry in whole or in part for any reason within its sole and absolute discretion. Without limiting the foregoing, any obscene, offensive, sexual or otherwise inappropriate entry including without limitation those referencing or depicting violence, nudity or explicit activity, or which are not in the spirit of the Contest or do not meet Vancity Buzz or VCBF's standards for any reason, as solely determined by Vancity Buzz and VCBF, and will be deemed ineligible entries.

14. Neither Vancity Buzz and VCBF, nor any of their employees, officers, directors, agents, contractors, representatives, affiliates, subsidiaries, independent judges, advertising/promotion agencies ("Released Parties") shall assume any responsibility whatsoever for: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by site users. tampering, hacking, or by any equipment or programming associated with or utilized in the Contest or other information: the failure to capture any such information; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest; theft, loss, destruction or damage to entries, in whole or in part; or other factors beyond their reasonable control. Released Parties are not responsible for injury or damage to Contestants' or to any other person's computer related to or resulting from participating in the Contest or downloading materials to or from or use of the Website. Persons who tamper with or abuse any aspect of the Contest or Website, as solely determined by Vancity Buzz, will be disqualified. CAUTION: ANY ATTEMPT BY ANY PERSON TO

DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, VANCITY BUZZ AND VCBF RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON FROM THE CONTEST IF APPLICABLE).

- 15. By entering, you represent and confirm that:
- A. Your entry is an original work by you;
- B.No other person or entity other than you has any right, title or interest in any part of your entry;
- C. Your entry, the use thereof by Vancity Buzz or VCBF, or the exercise by Vancity Buzz or VCBF of any of the rights granted by you under these Contest rules does not and will not infringe or violate any rights of any third party or entity, including, without limitation patent, copyright, trademark trade secret, defamation, privacy, publicity, false light, misappropriation, intentional or negligent infliction of emotional distress, confidentiality, or any contractual or other rights;
- D. You have all the rights, licenses, permissions and consents necessary to submit your entry and to grant all of the rights that you have granted to Vancity Buzz and VCBF hereunder including granting to Vancity Buzz and VCBF a license to use the winning photograph in any manner they see fit; you have obtained written permission when photographing any subject matter on private property not owned or controlled by you, where such permission is required;
- E. None of the Released Parties are responsible for the possible unauthorized downloading, copying, distributing or subsequent use of entered photos by the general public;
- F. All persons who appear in an entry in any manner:

- a. Have given you their express consent to submit the entry for unlimited, royalty-free use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world in perpetuity;
- Have provided permission to include their image or pictures in or with your entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by Vancity Buzz to provide evidence of such permission in writing;
- c. Have no claims for payment of any kind, including, without limitation, for royalties or residuals, have no approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the entry; and
- d. Were and are not under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the entry.
- 16. Vancity Buzz and the VCBF reserve the right to withdraw, terminate or modify all or any part of this Contest or the Contest rules by publishing a notice on Website if for any reason the Contest is not capable of running as planned, including technical failure or corruption, computer virus, tampering, unauthorized intervention, fraud or any other cause beyond the control of Vancity Buzz or the VCBF which in the opinion of Vancity Buzz or VCBF affects the administration, security, fairness, integrity or proper conduct of this Contest.
- 17. This Contest is subject to all federal, provincial, and municipal laws and regulations. The sole jurisdiction to resolve any disputes concerning this Contest is the Province of British Columbia, in the City of Vancouver.