

## Contest Rules & Regulations VISTEK'S OLYMPUS OM-D E-M10 Mark II "BEST NIGHT SHOT" INSTAGRAM CONTEST - OFFICIAL RULES

### Eligibility

The **VISTEK OLYMPUS OM-D E-M10 Mark II "BEST NIGHT SHOT"** Instagram Contest is open to Canadian residents only. Unfortunately, this contest is not open to the residents of the province of Quebec. INDIVIDUALS MUST BE 18 YEARS OF AGE or older to be able to participate in the contest and claim any of the prizes. EMPLOYEES OF VISTEK and members of their respective families are ineligible to participate in the contest. EMPLOYEES OF ANY SPONSOR or agency involved with the contest are ineligible to participate in the contest, as are members of their respective families.

### How to Enter

**Instagram:** Like and/or follow the Vistek Instagram account, then post your best "adventure shot" photograph anytime between ***Saturday November 7, 2015 12:01 AM Eastern Standard Time (EST)*** and ***Sunday November 22, 2015 11:59 PM Eastern Standard Time (EST)*** using the **HASHTAG #olympusvisteknight**. To be eligible for the drawing during the Contest Period, the **HASHTAG #olympusvisteknight** must accompany the photo in their post. Upon submission of your entry online, you will be automatically entered in the **VISTEK OLYMPUS OM-D E-M10 Mark II "BEST NIGHT SHOT" INSTAGRAM CONTEST**, subject to the qualification in the outlined in the eligibility criteria.

Limit one (1) entry per person. Odds of winning depend on the number of entries received. In the event of a dispute over the identity of a potential winner, the potential winner may be required to provide identification sufficient to show that he/she is the person identified on the entry submission and is otherwise eligible to win.

Vistek is not responsible for any lost, late, illegible, incomplete, falsified, destroyed, or failed entries, or for any electronic miscommunications or failures of any kind, which may limit an entrant's ability to participate in this Contest. Proof of submitting an entry is not proof of receipt by Vistek. All entries become the property of the Vistek and will not be acknowledged or returned. Any and all lost, late, illegible, incomplete, falsified, destroyed, or failed entries will be disqualified.

## **Prizing**

There are a total of One (1) Prizes to be won with a retail value of approximately \$899.99 CDN. Each prize package consists of: one (1) Olympus OM-D E-M10 Mark II Black Kit w/ 14-42mm EZ Lens. Vistek will make reasonable efforts to contact potential winners via their social media account and/or email within ten (10) business days following the date of the drawing. If the potential winner cannot be contacted within the time specified above, does not provide full information requested within fourteen (14) days of his/her being informed of his/her name being drawn, does not correctly answer the mathematical skill-testing question, is not otherwise an eligible entrant, or does not otherwise comply with the Official Rules, he/she will not win any prize. In this event, the prize will be awarded to an alternate entrant, who will be selected from among the remaining eligible entries. Any alternate winner will have the same rights and obligations as the original winner. To claim a prize, a potential winner must comply with the Official Rules for this ONLINE CONTEST, as well as the Terms and Conditions relating to the use of ballots and contest website, must correctly answer unaided a time-limited mathematical skill-testing question administered by Vistek and must fill out and return the winner's confirmation form within fourteen (14) days of his/her being informed of his/her name being drawn.

PRIZES ARE NOT TRANSFERABLE and may not be exchanged for other prizes or for cash. If you are a winner of the Olympus OM-D E-M10 Mark II Black Kit w/ 14-42mm EZ Lens, you must arrange for your own delivery of the camera. Vistek and Olympus accept no responsibility for transportation of prizes to the winners.

## **Confirmation of Potential Winners**

By participating in the Contest, entrants agree to be bound by these Official Rules and the decisions of Vistek and the judges, which are final and binding in all respects. No cash or other substitution or transfer of prizes is permitted, except that Vistek reserves the right, in its sole discretion, to substitute a prize of equal or greater value. Return of any prize notification as non-deliverable or failure to comply with the Official Rules will result in disqualification, and an alternate entrant may be randomly selected in accordance with the Official Rules. All taxes for prizes are the sole responsibility of the individual winners.

## **Miscellaneous**

By participating, entrants agree: (1) that Vistek may (unless prohibited by law) use winner's name, city of residence, photograph, image and/or likeness for advertising and other promotional purposes, without further review or compensation, in any media, in perpetuity and worldwide; and (2) to hold Vistek, its, affiliates, advertising and promotion agencies and other agents, and their respective directors, officers, employees, representatives, agents and assigns harmless against any and all claims, loss, liability, injury or damage to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of their acceptance, possession or use of a prize or their participation in this CONTEST.

Vistek is not responsible for incomplete, lost or late entries or faulty transmissions, technical computer hardware or software failures of any kind, lost or interrupted or unavailable network connections, or failed, incomplete, garbled, misrouted, scrambled or delayed computer transmission, or other errors or problems of any kind, whether mechanical, human, electronic or otherwise, which may limit or affect in any way an entrant's ability to participate in this CONTEST. Vistek is not responsible for any typographical or other error in the printing of the offer, administration of this CONTEST or in the announcement of the prizes. Vistek assumes no

responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this CONTEST; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of this CONTEST; (d) inaccessibility or unavailability of the entry portals on any particular day; or (e) any injury or damage to entrant's or to any other person's computer which may be related to or resulting from participating in the CONTEST or any attempt to obtain further information concerning this CONTEST.

Vistek reserves the right (1) to disqualify any entrant and void any entries of an entrant who has engaged in unsportsmanlike conduct, fraud or other misconduct relative to this CONTEST or otherwise attempted to tamper with or impair this CONTEST; and/or (2) to cancel, modify, suspend or terminate this CONTEST, for any reason, including if, in Vistek's sole opinion, technical failures, applicable laws or regulations, virus, bugs, unauthorized human intervention or other cause beyond Vistek's control destroys the integrity of this CONTEST or otherwise corrupts or impairs the administration, security, legality, fairness or proper play of this CONTEST or any part thereof. Online entries must be made only by the original, manual keystrokes of the individual entrant. Use of any automated system including robotic, or form filling software to enter is prohibited and will result in disqualification of all entries by anyone using such assistance.

Vistek also reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of this CONTEST, or to be acting in any manner Vistek deems to be in violation of the Official Rules or disruptive, or with intent to annoy, abuse, threaten or harass any other person. If, for any reason, this CONTEST is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, violation of applicable law or regulation or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this CONTEST, Vistek reserves the right at its sole discretion to cancel, terminate, modify or suspend this CONTEST in whole or in part.

**CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, VISTEK RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the social media account submitted on the entry form at the time of entry.

Personal information gathered by Vistek will be used for the purposes of administering the CONTEST, contacting potential winners and as otherwise permitted or required by law. Please see Vistek's Privacy Policy for information on its policy toward maintaining the privacy and security of your information.

### **Personal information**

The CONTEST is subject to all federal, provincial and municipal laws. The CONTEST and the Official Rules will be exclusively governed and construed in accordance with the laws of the province of Ontario. Any dispute arising hereunder shall be governed by the laws of Ontario and shall be adjudicated in the applicable court in Toronto, Ontario.