

OFFICIAL CONTEST RULES: BC PARKS "iPARKS YOUTH WEBCAST COMPETITION"

IMPORTANT: PARENTS AND LEGAL GUARDIANS MUST READ THESE OFFICIAL RULES AND REGULATIONS ("OFFICIAL RULES") BEFORE THEIR CHILD ENTERS THE "iPARKS YOUTH WEBCAST COMPETITION" (THE "CONTEST" ORGANIZED BY HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF ENVIRONMENT (THE "PROVINCE")). BY SUBMITTING THIS DECLARATION THE PARENT OR LEGAL GUARDIAN OF AN ENTRANT ACKNOWLEDGES AND DECLARES THAT HE OR SHE HAS READ, UNDERSTOOD AND AGREES TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES AND THE ENTRANT SATISFIES ALL OF THE ELIGIBILITY REQUIREMENTS IN SECTIONS 2 AND 3 BELOW. THIS CONTEST IS INTENDED TO BE CONSTRUED AND EVALUATED ACCORDING TO THE LAWS OF BRITISH COLUMBIA AND THE LAWS OF CANADA APPLICABLE TO THE CONTEST. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

1. CONTEST PERIOD: The Contest begins at 7:00 a.m. PST, June 1st, 2009 and closes at 6:59 p.m. PST September 11th, 2009 (the "**Contest Period**").

2.HOW TO ENTER: The contest may be entered in two ways: (1) The entrant copies his or her webcast to a CD/DVD and mails the CD/DVD, signed original of the Official Contest Rules, the Contest Entry Form, and all necessary Model Release forms to: iParks Webcast Competition, BC Parks, PO Box 9398 Stn Prov Govt, Victoria BC V8W 9M9, or (2) attach his or her webcast, scanned copies of the signed Official Contest Rules, the Contest Entry Form, and all necessary Model Release Forms to an email and send the email to: Parksdaywebcast@gov.bc.ca. Entrants may enter the contest as many times as they wish; however, each entrant may only win once. In the event of a dispute as to the identity of the entrant who submitted a selected entry with an email address, the selected entry will be deemed to be made by the Authorized Account Holder (defined below) of the email address at the time of entry. The "**Authorized Account Holder**" means the natural person who is assigned an email address by an Internet service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning the email addresses for the domain associated with the submitted email address. All entries must be submitted with a valid email account that may be identified by reverse domain name search. Potential winners may be required to provide the Province with proof that he or she is the Authorized Account Holder of the email address associated with the selected entry. All entries will become the sole property of the Province and will not be returned.

3.ELIGIBILITY: To be eligible you must be a legal resident of British Columbia or Alberta aged 18 years or younger at the time you enter the contest and have obtained the consent of your parent or legal guardian prior to submitting your entry.

You are not eligible if you are an employee of BC Parks, or a member of the immediate family (defined as mother, father, brothers, sisters, sons, daughters and husband or wife, regardless of where they reside) or household of any employee of BC Parks.

The Province will have the right at any time to require from the entrants proof of identity and/or eligibility to participate in the Contest. Failure to provide proof within a reasonable time could result in disqualification from the Contest. All personal and other information requested by and supplied to the Province for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Province reserves the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading information and/or personal details.

4. CRITERIA

Webcast submissions must meet the following technical specifications in order to be eligible: Video webcasts must be 1 minute or less in length and 6 MB or less in size. All submissions must be original work.

5. PRIZES: The prizes will include outdoor excursions, outdoor gear, backpacks, and clothing. All winners are solely responsible for use of any prizes. Prizes must be accepted as awarded and cannot be transferred, substituted or redeemed for cash. The Province reserves the right, in its sole discretion, to substitute any and all of the prizes of equal value if a prize cannot be awarded as described. The Province will not be responsible, however, if factors beyond the Province's reasonable control prevent prizes from being fulfilled. In any such event, a winner will not be provided with a substitute prize or cash equivalent. Prize will only be delivered to the verified winner.

6. PRIZE SELECTION: Entries will be judged on the basis of creativity, content, technical aspect, clarity, and overall impression. The winning entrants will be notified by email and telephone, and an acceptance email or phone call reply must be made to the Province by the winner within 48 hours of such notification. If a selected entrant does not respond in accordance with these Official Rules or is unwilling or unable to comply with these Official Rules, he or she will be disqualified and another entry will be selected. Prizes may be awarded to the winner via mail or courier, and is subject to the discretion of the Province and subject to the Province receiving the Release (defined in Section 6) by the winner prior to awarding the prize. The Province is not responsible for the failure for any reason whatsoever of any selected entrant to receive notification or for the Province to receive a selected entrant's response. All judge's decisions are final.

7. RELEASE and INDEMNIFICATION: By entering the Contest, the parent or legal guardian of each entrant hereby:

(a) irrevocably and unconditionally releases and forever discharges the Province, its directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all liability whatsoever for any loss, harm, damages, cost or expense arising out of the entrant's participation in this Contest, or the acceptance, possession, use, or misuse of any prize, including without limitation, costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties, and waives any and all causes of action, related to any injuries, loss or damage of any kind to any person or persons (including, without limitation, death or personal injuries, property damage, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) resulting in whole or in part, directly or indirectly, from acceptance, possession, use and misuse of, and inability to use, any prize or any part of any prize or otherwise related to the entrant's participation in the Contest; and

(b) grants to the Province the unrestricted right to publish without any further compensation the name, photograph, portrait, likeness, audio-video recording, interview, voice and any website dissemination or broadcast thereof of that entrant for the purposes of advertising and promoting the Contest, BC Parks, the Ministry of Environment, the Province of British Columbia or any of its partners, and for awarding and publishing the prizes.

8. LIMITATION OF LIABILITY: Under no circumstances will the Province be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages based on the creation, production or publication of an audio or video webcast, any use of this Website or any other Website to which this Website is linked, including, without limitation, any lost profits, business interruption, or loss of programs or information, even if the Province has been specifically advised of the possibility of such damages. The Province assumes no responsibility for failure of the Internet or the Website during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus, or incomplete, illegible, lost, late or misdirected entries. The Province reserves the right, in its sole discretion, to cancel or suspend this Contest if a virus, bug or other cause

beyond its reasonable control corrupts the security or proper administration of the Contest. Any attempt to deliberately damage the Website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. If such an attempt be made, the Province reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

9.PRIVACY: By entering this Contest, the entrant's parent or legal guardian agrees to the collection and use by the Province of the entrant's personal information (including name, email address, home address, telephone number, video image, voice recording) for the purposes of administering, advertising and promoting the Contest and contacting and announcing the Contest winners. The personal information is collected pursuant to s. 26(c) of the *Freedom of Information and Protection of Privacy Act* and all questions regarding the collection, use and disclosure of an entrant's personal information may be directed to: Director, Information Privacy and Records Branch, Minister of Environment....Entrant's personal information will not be provided to any third parties, other than as provided in these Official Rules.

10.MISCELLANEOUS: Entrants who have not complied with these Official Rules will be disqualified. Entries which are illegible, incomplete, lost, misdirected or late will be void. All decisions of the Province will be final and binding in all matters relating to this Contest. The Province reserves the right, without prior notice, to cancel, terminate or modify the Contest if it cannot be operated, conducted or completed as planned, for any reason.

11. LAWS. This Contest is subject to federal, provincial and municipal laws and regulations. These Official Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws.

12.WARRANTY DISCLAIMER: This information is provided as a public service by the Province, Box 9398, Victoria, British Columbia, Canada V8W 9M9. This webcast competition and all of the information it contains are provided "as is" without warranty of any kind, whether express or implied. All implied warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby expressly disclaimed. All prizes are awarded "as is" and without warranty of any kind, express or implied.

13. COPYRIGHT NOTICE: The Contest and all accompanying materials have for copyright © 2009 Province of British Columbia. All rights reserved. All intellectual property and all of the promotional materials, web pages, the Website and source codes to the Website are owned by the Province. Copying or unauthorized use of any copyrighted material or official marks or trade-marks without the express written consent of its owner is strictly prohibited.

WINNERS LIST: The first names of all winners, their age, and their winning webcasts will also be posted on the BC Parks Website.

I CONFIRM THAT I AM THE PARENT/LEGAL GUARDIAN OF _____

AND I DECLARE that I have read and understood these Official Rules and in particular that I have read the RELEASE and INDEMNIFICATION in paragraph 6 above and I understand that it contains a full and final release of all claims that I may have against the Released Parties. I hereby sign and submit this declaration by which I agree to be bound by these Official Rules.

Signature of parent/legal guardian

Dated this _____ day of _____, 2009