NATASHA'S WOOD FOUNDATION YOUTH ART CAMPAIGN OFFICIAL RULES

- 1. **Campaign Rules.** These are the official rules (the "Official Rules") of the Natasha's Wood Foundation Youth Art Campaign (the "Art Campaign"). Copies of these Official Rules are available by visiting Natasha's Wood Foundation's website located at <u>www.natashaswoodfoundation.com</u>.
- 2. Who May Enter. The Art Campaign is open to all legal resident of Canada (excluding the Province of Quebec) who are aged between 5 and 18 years of age (a "Participant"). If a Participant is under the age of majority in his/her province of residence, his/her parent or legal guardian must act in all regards on his/her behalf, including, if selected as a potential winner, in regard to completing the Release (as defined herein), answering the skill testing question and accepting the Prize.
- 3. **Contest Period**. The Art Campaign started in September 2015 and ends at 11:59 p.m. ET on September 10, 2017 (the "Art Campaign Period").
- 4. **How to Enter**. No purchase necessary. The theme of the Art Campaign is based on the four picture book excerpts and synopses authored by Fay Maddison (the "Picture Book Excerpts"). The Picture Book Excerpts will be accessible on the Natasha's Wood Foundation website at <u>www.natashaswoodfoundation.com</u> as of 17.00 ET on September 10, 2017.
 - Participants must fill out an entry form (the "Entry Form") and submit an original twodimensional artwork based on or inspired by any one of the four Picture Book Excerpts, or any part thereof, by sending a scanned version of the Participant's original twodimensional artwork on letter size paper (8 ½ x 11) (the "Artwork") along with the completed Entry Form, by email to Ms. Fay Maddison at fmfoxfairy@gmail.com.
 PLEASE MAIL IN THE ORIGINAL ART WORK AS SOON AS THE SCANNED VERSION OF THE PARTICIPANT'S ARTWORK IS FORWARDED BY EMAIL. THE MAILED ARTWORK SHOULD BE SENT TO:

Natasha's Wood Foundation c/o Nancy Branco CF Morale and Welfare Services Department of National Defence 4210 Labelle Street, Ottawa, Ontario K1S 0K2

 All Artwork submitted by Participants, whether selected or not, may be posted on the Natasha's Wood Foundation website located at <u>www.natashaswoodfoundation.com</u>. Natasha's Wood Foundation reserves the right to (i) not post or otherwise distribute Artwork submitted by Participants; and (ii) exclude from the Campaign any Artwork that, in their sole discretion, does not fit the theme or which is otherwise inappropriate.

- c. All Artwork submitted must be the Participant's original hand-drawn creation, with the exception of Participants with special needs, as determined by the Participant's Parent or Guardian where the Participant is under the age of majority in his/her province of residence. In those cases, the Participant may be assisted by a parent, guardian or teacher. Artwork made or altered digitally by using any kind of software will be excluded from the Art Campaign.
- d. All Artwork submitted must be accompanied by a completed Entry Form. The Entry Form must include the Participant's name, and age, address of residence, the title of the Artwork, and a telephone number and/or email address (of if the Participant is under the age of majority in his/her province of residence, a telephone number and/or email address of his or her parent or guardian).
- 5. **Entries**. A Participant may enter the Art Campaign as many times as the Participant wishes, provided that he/she may only enter a piece of Artwork once. All entries are subject to verification.

By submitting Artwork to the Art Campaign, each Participant:

- (i) represents that (a) subject to Section 4(c) the Participant is the creator of the Artwork; (b) the Participant owns all right, title and interest in and to the Artwork; (c) the Artwork has not previously been entered in any other campaign or in any contest; and (d) the Artwork has not been previously published in any other medium.
- (ii) irrevocably grants to Natasha's Wood Foundation, its agents, licensees, directors and assigns, the unconditional, perpetual, royalty free, worldwide right and licence (with the right to sublicense to others) to reproduce, store, copy, publish, post, broadcast, display, adapt, modify, create derivative works of, exhibit, and otherwise use the Artwork submitted in any manner and through any medium, at the discretion of Natasha's Wood Foundation, without any compensation, review, or approval of any kind from the Participant, whether or not the Participant's Artwork is selected or not. Participants hereby waive any moral rights and any other legal or moral rights that may preclude use of the Artwork by Natasha's Wood Foundation, or require any further permission for the use of the Artwork by Natasha's Wood Foundation. Every effort will be made by Natasha's Wood Foundation to credit the Participant for any Artwork used. Participants grant the foregoing rights whether or not their Artwork is selected.

All entries become the permanent property of Natasha's Wood Foundation. Except as otherwise agreed by a Participant and Natasha's Wood Foundation, and at the sole discretion of Natasha's Wood Foundation, original Artwork submitted will not be returned.

- 6. **Prize.** There will be a minimum of 40 prizes available to be won consisting of the inclusion of a winning Participant's Artwork in special edition early reader picture books authored by Fay Maddison (each a "**Prize**"). The approximate retail value of each Prize is \$12.00. The odds of winning a Prize depend on the total number of eligible entries received during the Art Campaign Period. Prizes must be accepted as awarded without substitution and are not transferable, are not for resale, and have no cash surrender value. Notwithstanding the foregoing, Natasha's Wood Foundation reserves the right in the event that a Prize or any component of a Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability.
- Initial Selection of Artwork. A Selection Committee will consider the scanned version of all eligible entries and Artwork submitted by Participants by email in accordance with these Official Rules, and will make an initial selection, in its sole discretion, of up to one hundred (100) pieces of Artwork (the "Initial Selection Process") by <u>September 12, 2017</u> (the "Initial Selection Date").

Natasha's Wood Foundation shall attempt to contact each Participant whose Artwork is selected through this Initial Selection Process at the telephone number and/or email address stated on the associated Entry Form within fourteen (14) days of the Initial Selection Date. The selected Participant must submit the original Artwork corresponding to the scanned version of the Artwork submitted by the Participant along with the original completed Entry Form by mail or by courier to Natasha's Wood Foundation 2017-2018 Youth Art Campaign c/o Canadian Forces Moral and Welfare Services, 4210 Labelle Street, Ottawa, Ontario K1A 0K2. Each Participant must print his/her full name on the back or reverse side of the original Artwork submitted. The original Artwork selected and submitted through this process must be received and postmarked by <u>August 3, 2017</u>.

If a selected Participant (a) cannot be reached by email and/or telephone within fourteen (14) days of the Initial Selection Date; or (b) fails send the Artwork selected through this Initial Selection Process to Natasha's Wood Foundation in accordance with the foregoing paragraph, the selected Participant and his/her Artwork may be disqualified from the Art Campaign.

8. Final Selection of Artwork. Of the one hundred (100) Artwork pieces selected and received through the Initial Selection Process, a minimum of forty (40) pieces of Artwork will be selected by the Selection Committee on or by September 12, 2017 (the "Final Selection Date") through a final selection process (the "Final Selection Process") as a potential Prize winner.

Before being declared a winner of a Prize, each selected Participant (i) may be required to answer correctly, without assistance of any kind (except where Section 4(c) applies), whether mechanical or otherwise, a mathematical skill-testing question; and (ii) will be required to sign and return Natasha's Wood Foundation's Declaration and Release form (the "Release"), which (among other things): (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of a Prize as awarded; and (iii) releases Natasha's Wood Foundation, its agents and representatives, advertising or promotional agencies, and each of their respective officers, directors, employees, agents, representatives, successors and assigns from any and all liability in connection with the Art Campaign, the selected Participant's participation therein and/or the awarding of a Prize.

Natasha's Wood Foundation shall attempt to contact each Participant whose Artwork is selected through this Final Selection Process at the telephone number and/or email address stated on the associated Entry Form within 14 days of the Final Selection Date. If a selected Participant (a) cannot be reached by email and/or telephone within 14 days of the Initial Selection Date; or (b) fails to correctly answer the mathematical skill testing question; or (c) fails to sign and return the Release in accordance with its terms, the selected Participant and his/her Artwork may be disqualified from the Art Campaign.

- 9. Selection Processes. Artwork not representing the theme of the Art Campaign, with incomplete information, not in accordance with these Official Rules, infringing the rights of others, or which is otherwise inappropriate or offensive (at the sole discretion of the Selection Committee), can be immediately excluded from the Art Campaign. Decisions of the Selection Committee are final. The selection of Artwork by the Selection Committee during the Initial Selection Process and the Final Selection Process will be based on (i) the quality of the Artwork relative to the Participant's age; (ii) the degree to which the Artwork is reflective of the story-lines of the Picture Book Excerpts; (iii) the degree to which the Artwork depicts or features the principal characters from a Picture Book Excerpt; and (iv) the degree to which the Artwork reflects key themes of the Picture Book Excerpts.
- 10. **Indemnification.** By entering or attempting to enter the Art Campaign, each Participant and/or purported Participant agrees to release, discharge, indemnify and hold harmless Natasha's Wood Foundation, and its directors, officers, employees, representatives, agents, advertising/promotional agencies, and successors and assigns from and against any and all claims, causes of action, demands, loss, injury, damage or liability whatsoever which may arise or occur in connection with or as a result of (a) this Art Campaign or any related activity; (b) the Participant's participation in this Art Campaign; (c) the selection processes, including the Initial Selection Process and the Final Selection Process; and (d) any use of the Artwork in any manner and in any medium.
- 11. Limitation of Liability and Termination. To the extent permitted by law, Natasha's Wood Foundation is not responsible for any typographical or other errors in the printing, offering or description of this Art Campaign, these Official Rules, or any other materials produced in connection with this Art Campaign. Natasha's Wood Foundation is not responsible for lost, late, stolen, misdirected, falsified, incomplete, mutilated, destroyed or illegible submissions or Artwork, nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Artwork, Entry Forms or for technical, network, electronic, computer, hardware or software malfunctions, or limitations of any kind or inaccurate transmissions of or failure to receive entries by Natasha's Wood Foundation on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Natasha's Wood Foundation reserves the right, at its

sole discretion, to withdraw, terminate or modify all or any part of the Art Campaign for any reason, including if the Art Campaign is not capable of running as Natasha's Wood Foundation deems appropriate.

- 12. **Privacy and Publicity.** By entering the Art Campaign, each Participant acknowledges and agrees that Natasha's Wood Foundation, and its sponsors and authorized agents shall have the right to reproduce, broadcast and publicize his/her name, likeness, photograph, age, and, if applicable, the fact that his/her Artwork was selected, and all matters incidental thereto, for publicity purposes and without further notice, permission or compensation in any advertisement, publicity or promotion carried out by Natasha's Wood Foundation, or its respective sponsors or authorized agents in connection with the Art Campaign in any and all venues or media now or hereafter known throughout the world in perpetuity.
- 13. Natasha's Wood Foundation respects your right to privacy. Except as otherwise stated in these Official Rules, personal information collected from a Participant will only be used by Natasha's Wood Foundation to administer the Art Campaign and, only if consent is given at the time of entry, to provide the Participants with information regarding upcoming promotions and/or events from Natasha's Wood Foundation. By entering the Art Campaign, Participants consent to the manner of collection, use and disclosure of personal information as set out in the Natasha's Wood Foundation's privacy policy.
- 14. Except as otherwise stated in these Official Rules, the information provided with the submissions will only be used to contact the Participants selected, and for no other purpose.
- 15. **Official Rules.** By participating in the Art Campaign, each Participant agrees to be bound by these Official Rules and the decisions of Natasha's Wood Foundation and the Selection Committee.
- 16. This Art Campaign is subject to all applicable federal, provincial and municipal laws. Void where prohibited or otherwise restricted by law. No correspondence will be entered into except with the selected Participants.

Date: June 2017