

## BC SPCA's Orphan Otter Rescue Contest Rules

1. The "Orphan Otter Rescue" (hereinafter: the "Contest") is brought to you by the British Columbia Society for the Prevention of Cruelty to Animals (BC SPCA), (hereinafter: the "Contest Organizers"). The Contest runs in British Columbia, Canada from May 31, 2017 at 12:01am to October 31st, 2017 at 11:59pm Pacific Time or when Fundraising closes, whatever comes first. (hereinafter: the "Contest Period") at [spca.bc.ca/orphanotters](http://spca.bc.ca/orphanotters).

### ELIGIBILITY

2. This Contest is open to all persons residing in British Columbia, Canada, who are eighteen (18) years of age or older as of the first day of the Contest Period. BC SPCA Staff are not eligible. One entry per person, however multiple persons per household can enter.

### HOW TO ENTER

3. No purchase necessary. To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period.

To qualify, online donations of \$50 or more made to the Orphan Otter Rescue will automatically be entered into the contest, all other entries must be received with the approved form (available at [spca.bc.ca/orphanotters](http://spca.bc.ca/orphanotters)) individually (only one entry per post) by mail to ATTN: Erin Ryan 1245 E 7th Ave., Vancouver BC, V5T 1R1. Contest ends when \$20,000 is raised or by October 31, 2017 at 11:59 pm Pacific Time, whichever comes first.

No contest entries will be accepted in any other manner than explicitly stated above.

The winning entry will be drawn on November 1st, 2017.

All judgments of the winner are final and binding. The resolution of any disputes or other issues will be made at the sole discretion of the Contest Organizers.

### Additional Conditions of Entry

- a. The Contest Organizers reserve the right to deny entry at our own discretion and/or to remove any comments which contain the inappropriate use of language.
- b. By submitting your entry in this contest, you give the Contest Organizers an irrevocable, perpetual royalty-free right to use the entry for any purposes to promote the BC SPCA's mission.
- c. By entering this contest, you are confirming that you are at least eighteen (18) years of age at the time of entry, and author of any property (text or otherwise) contained in your entry.

4. The following comprises the official Grand Prize:

- a. The exclusive chance for two (winner and guest at least 18 years or older) to attend the release of the orphaned otter(s) back into the wild when they are mature enough to do so.
- b. Two nights at accommodations near the Wild ARC facility.
- c. A tour of the Wild ARC facility.
- d. An intimate dinner with BC SPCA Chief Scientific Officer, Dr. Sara Dubois, and Wild ARC Manager, Andrea Wallace.

5. The following conditions apply to the prize:
  - a. Winner will be contacted within a week of contest close.
  - b. Attending the otter release is a physical and potentially hazardous hike into an area that may not be accessible to partially abled people. Winner and guest must be physically able to navigate this hike and sign a release waiver for any injury potentially sustained.
  - c. The winner is able to transfer the prize within two weeks of notification of win. If the winner does not notify the BC SPCA of the transfer, the transfer will not be considered valid.
  - d. Winner will be notified at least three weeks before the intended release date to make arrangements to get to the Metchosin area for that weekend. This cannot be known earlier as it is dependent on the progress of the orphan otter(s) and weather conditions.
  - e. Winner is responsible for any and all costs to get to Metchosin from wherever they are travelling.
  - f. Weather or other extreme conditions may impede the release at the last moment, in which case another date will be set with the winner to attend if possible. If not, they will be offered an exclusive tour of the Wild ARC facility at a time of their availability or the next accessible wild animal release that works for both parties (Winner & Wild ARC).
7. By entering the Contest, each entrant agrees to abide by these Contest Rules. In the event the potential or declared contestant fails to comply with any one of the conditions set out above or any other conditions set out in these Contest Rules, the Contest Organizers reserve the right to disqualify such entrant from the Contest and if time allows, a new draw for the contestant will be held in accordance with these Contest Rules, until an contestant is selected.

#### HOW TO CLAIM A PRIZE

8. Within one week (7) business days following the end of the contest, the Contest Organizers will inform the winner on how to take possession of their prize. In the event the winner fails to collect his or her prize in accordance with the instructions, the winner will forfeit the right to collect the prize, and the Contest Organizers reserve the right to withdraw the prize entirely, with no further obligation to award such prize in any additional draws.
  - a. If the winner does not claim the prize by November 15th, 2017 11:50 pm Pacific Time, the prize will be forfeited.

#### GENERAL CONDITIONS

9. Verification. Entries are subject to verification by the Contest Organizers. Any entry which is incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, altered, contains false information or is not received within the Contest Period, or otherwise does not confirm to these Contest Rules will automatically be rendered invalid and will not entitle such entrant to be eligible for a prize
10. Disqualification. The Contest Organizers reserve the right to disqualify any person or cancel one or more entries of any person participating in this Contest or trying to participate by means contrary to these Contest Rules or in a manner which is unfair to other entrants (e.g.: use of an Entry Form obtained from an unauthorized source, entries exceeding the limit allowed, computer hacking, etc.). Any attempt to tamper with the entry process, voting process, interfere with these Contest Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws and the Contest Organizers reserve the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests. Such person may be referred to the appropriate judicial authorities..

11. Non compliance/eligibility. If a potential or declared winner is not in compliance with these Contest Rules, the Contest Organizers reserve the right to disqualify such entrant from the Contest and randomly select further entrants from the remaining eligible entries until a winner is finally declared. Any potential or declared winner, who is not in compliance with these Contest Rules, must so inform the Contest Organizers immediately upon being contacted by the Contest Organizers.
12. Acceptance of prize. Prizes must be accepted as described in these Contest Rules and may not be transferred to another person, substituted for another prize, or exchanged in full or in part for cash, subject to the section below.
13. Substitution of prize. In the event it is impossible, difficult and/or more costly for the Contest Organizers to award a prize (or part of a prize) as described in these Contest Rules, the Contest Organizers reserve the right to award a prize (or part of a prize) of similar nature and equivalent value or, at their sole discretion, the value of the prize (or of the part of the prize) in cash.
14. Refusal of a prize. The refusal by a potential or declared winner to accept any prize awarded in accordance with the Contest Rules, releases and forever discharges the Contest Organizers and their agents of all obligations related to the prize, including delivery.
15. Liability limit – use of prize. Each entrant and any potential or declared winner releases the Contest Organizers, their subsidiaries, respective divisions, their parent corporations, their advertising and promotional agencies, their shareholders, officers, directors, employees, agents and representatives (hereinafter: the "Beneficiaries") from any and all liability for any and all damage, loss or liability suffered as a result of or arising from the entrant's participation in the Contest or the acceptance or use of his/her prize.
16. Liability limit – running of the contest. The Beneficiaries are not liable for faulty computer components, software, or links; the loss or non-existence of communications capability; or faulty, incomplete, incomprehensible, or erased computer or network transmissions that make it difficult, or render a user unable, to enter the contest; problems with any website or website feature howsoever caused, the malfunction of, or damage caused to, any telephone or network or lines, computer equipment, data or software, online systems, servers or access providers; or the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer "hackers" The Beneficiaries are not liable for any harm contestants may suffer directly or indirectly as a result of downloading any Web page or software or transmitting any information related to entry in the Contest.] Further, the Beneficiaries assume no responsibility for entries lost, stolen, delayed, damaged or misdirected.
17. Web site access. The Beneficiaries do not guarantee access to or non-interruption of the Web site during the Contest Period or that it will be exempt from any errors.
18. Modification. The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this contest, in whole or in part, in the case of the occurrence of an event, an error or any human intervention that could corrupt or affect the administration, safety, impartiality or the running of the Contest as provided in these Contest Rules.

19. Limit of prizes. In no event shall the Beneficiaries be obligated to award more prizes than set out in these Contest Rules or to award prizes otherwise than in compliance with these Contest Rules.
20. Impossibility to act – labour dispute. The Beneficiaries shall not be responsible for any damages for a failure to operate the Contest in accordance with these Contest Rules in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Contest, war, riot, insurrection, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.
21. Liability limit– participation. Any person who participates or tries to participate in this Contest releases the Beneficiaries from any and all liability for damages which he/she could suffer from participating or trying to participate in this Contest.
22. Authorization. By entering this Contest, each participant consents to the Contest Organizers, their representatives to use, at their sole discretion and if required, their submitted work, their name, photograph, likeness, testimonial related to the prize, place of residence and/or voice without compensation whatsoever and that, without limit as for the period of use, in any media and on a worldwide scale, for publicity purposes or for any purpose that may be considered relevant.
23. Communication with entrants. No communication (other than while registering) or correspondence will be exchanged with entrants in the context of this Contest with the exception of selected entrants or declared winner.
24. Personal information. Contestant personal information that is collected in this Contest will be used solely by the Contest Organizers, and their representatives for the administration of the Contest. There will be no communication of commercial or of any other nature, unrelated to this Contest sent to an entrant, unless such entrant gives specific authorization to the Contest Organizers for that specific purpose. For more information of the Contest Organizer's Privacy Policy, visit [spca.bc.ca/privacy](http://spca.bc.ca/privacy). Winner authorizes their name to be released publicly/photos of the event taken and posted?
25. Decisions of the Contest Organizers. All decisions of the Contest Organizers or those of their representatives regarding this Contest are final and binding.
26. Identification of the contestant. For the purposes of these Contest Rules, the entrant is the person who makes the online donation, or is identified in the mail entry form.
27. Unenforceability. If a section of these Contest Rules is declared or ruled by a Court of Law as illegal, unenforceable or void, that section will be deemed void but all other sections not affected will be enforced as allowed by Law.
28. Jurisdiction. This Contest is subject to all applicable federal, provincial and municipal laws.