# Pinkbike Deep Summer Wildcard Official Rules

**ELIGIBILITY:** Pinkbike Deep Summer Wildcard (the "Competition") is open to residents of Canada (excluding Quebec), the United States of America and the United Kingdom who have reached the age of majority in the province or state in which they reside at the date of entry. Not valid in the province of Quebec or elsewhere where prohibited by law. Employees of Whistler Mountain Resort Limited Partnership, Blackcomb Skiing Enterprises Limited Partnership, Whistler Blackcomb Holdings Inc., Whistler Blackcomb Employment Corp. and Crankworx Events Inc. (collectively "Crankworx") and PinkBike ("Competition Sponsor") are not eligible to enter. Void where prohibited. The Competition is subject to all federal, provincial, state and local laws and regulations.

**SPONSOR:** The Competition Sponsor is PinkBike, with an address at PO Box 610, Squamish, BC V8B-05A Canada.

**HOW TO ENTER:** No purchase necessary to enter or win. To enter, simply visit the web site located at https://www.pinkbike.com/contest/deepsummer, create a user account by following the instructions found on the site or use your existing user account and submit a portfolio of three (3) photographs that you feel best represent mountain biking.

Once the images have been compiled, complete all required information on the pop-up window and click 'submit'. The Competition will begin at 12:00 a.m. (PDT) on June 7, 2017 and will end at 11:59:59 p.m. (PDT) on June 26, 2017 (the "Competition Period").

## Limited to one entry per user account and limited to one entry per person.

All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules (defined below) may be disqualified by Crankworx. Crankworx takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. Crankworx is not responsible for any errors or omissions in printing or advertising the Competition.

**PRIVACY:** By entering the Competition, entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Competition and for the purposes of understanding the needs and preferences of individuals or to develop, enhance, market and/or provide products and services. Crankworx will collect, use and disclose personal information in accordance with their privacy policy, which can be found at http://www.whistlerblackcomb.com/privacy/index.htm and the Rules. Competition Sponsor will collect, use and disclose personal information in accordance with its privacy policy, which can be found at www.pinkbike.com/privacy and the Rules.

**RULES:** The Competition will be run in accordance with these rules, subject to amendment by Crankworx (the "Rules"). Entrants must comply with the Rules, and will be deemed to have received

and understood the Rules by participating in the Competition. The terms of the Competition, as set out in the Rules, are not subject to amendment or counter-offer, except as set out herein. Crankworx's decisions with respect to the Competition are final and binding. If any provisions of the Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

For criteria used in judging the photographs, see the Judging section below.

Entrant must have taken the photographs, be the owner of the photographs, or otherwise have the right to submit the photographs for consideration in the Competition. Entrant must have the permission of all persons or models in the photographs to use their image for this Competition and to grant the publicity rights and other rights granted to Crankworx in accordance with the Rules. Submitted photographs must not be digitally, or otherwise, altered. Any winning photographs found to be altered will be disqualified from winning. High-quality scans of non-digital photographs are acceptable. Digital photographs should be taken at the highest resolution possible. Photographs must be in a .jpeg, .jpg or .gif format. Photographs submitted may not be larger than 2,024k (2Mb). The winners may be asked to submit a high-resolution file or an original negative, print or slide. Crankworx reserves the right to disqualify contestants who are unable to submit, upon request, a high-resolution photograph of at least 300 dpi at 5 x 7 inches or an original photograph negative, print or slide.

All content submitted by entrants may be posted by Crankworx, Competition Sponsor, and by their agents and representatives, to public viewing galleries and may also be used on other Crankworx and Competition Sponsor owned website to promote the Competition.

### **GRAND PRIZE**

The **Grand Prize** consists of

One (1) entry into the Deep Summer Photo Challenge in Whistler, British Columbia from August 12-16, 2017.

Grand Prize has no cash value and winner is responsible for all costs associated with participation in the Competition and in the Deep Summer Photo Challenge, including travel and accommodation.

## **JUDGING, WINNING AND NOTIFICATION**

Winner of the Grand Prize will be selected on July 11, 2017 and will be selected as follows.

## **GRAND PRIZE WINNER**

On or about July 4, 2017 up to 5 submissions will be chosen from among all eligible entries received by a judging panel and loaded on www.pinkbike.com. The judges will be Crankworx and Pinkbike representatives. The selection of the submissions will be at the sole discretion of the judges and will

be based on the criteria of how well they represent mountain biking. Decisions of the judges will be final and binding.

From 10:00:00 a.m. (PST) on July 4, 2017 to 11:59:59 p.m. (PST) on July 10, 2017 the public will be invited to log on to https://www.pinkbike.com/contest/deepsummer/and cast votes for their favourite photographs. There is no limit to the number of times the users can vote during that period; however the users cannot vote more than once from the same IP address for the same photographs. If it is discovered that attempts were made to vote more than once from the same IP address for the same photographs per day, then all votes associated with that IP address will be void. Likewise, if it is discovered that attempts were made by an entrant to vote for his or her own photographs, all votes received for such Photographs will be void. Use of any automated, script, macro or robotic program to submit votes may result in the disqualification, in the sole discretion of Crankworx, of the registered entrant.

On or about July 11, 2017 the Grand Prize winner will be announced.

#### NOTIFICATION

The entrant selected to win the Grand Prize will be notified by email and/or phone on or about July 11, 2017.

Before being declared a winner of any prize, the selected entrant will be required to sign a declaration and release form confirming compliance with Competition Rules and acceptance of prizes as offered; acknowledging the non-responsibility of Crankworx and their respective agents with respect to injuries, accident, loss or misfortune relating to the prize; and acknowledging Crankworx's and their respective agents' right to publish or broadcast the winner's picture, name, address, voice and statements without charge or further compensation other than the prize offered. In the event that the selected entrant is under the age of majority in the province, territory or state of his/her residence, above-noted declaration and release must be executed by his or her parent or legal guardian. In the case of UK residents, this declaration and release must be signed upon the winner's arrival in Canada.

In the event that a selected entrant is not eligible to claim the prize or does not claim the prize within two days of the draw, or is unwilling or unable to comply with the Rules, or any prize notification is returned as undeliverable, that entry will be disqualified and a new prize winner will be selected from the remaining eligible entrants until such time that all prizes have been successfully awarded.

Winner may waive their right to receive a prize. Competition prize is non-transferable, non-exchangeable, and non-refundable, has no cash value and must be accepted by the winner as awarded. Crankworx reserves the right to substitute a prize of equal or greater value in the event that the specified prize is unavailable due to circumstances beyond their control.

Entrants acknowledge that this is a Crankworx Competition. By entering the Competition, entrants acknowledge that they have read, understood and agreed to be bound by the Rules.

RELEASE: By entering the Competition, entrants acknowledge that they are releasing Crankworx, Competition Sponsor and their respective affiliates, sponsors, advertising and promotion agencies and the immediate family and household members of the above, and each of their respective affiliated companies, directors, officers, employees, representatives and agents from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Competition or with the acceptance, possession, or use of any prize, including any travel, , mountain biking, skiing or snowboarding related thereto (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light). By entering the Competition, entrants also agree to fully indemnify Crankworx, Competition Sponsor and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, related companies, suppliers, sponsors and agents and hold each of them harmless from any and all claims costs, losses, or damages of any kind arising out of or in connection with the Competition, including any use of the Prize, by any third parties.

For UK residents: Notwithstanding anything to the contrary in these Rules, where the entrant resides in the UK and accepts these Rules from the UK, the exemptions and limitations of liability set out in these Rules shall not operate to exclude or restrict any person's liability for death or personal injury resulting from such person's negligence, nor to exempt or restrict any person's liability for fraud or fraudulent misrepresentation, or for any liability that cannot be limited or excluded by law.

Crankworx, Competition Sponsor and their agents are not responsible for: (a) any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail entry to be received by Competition Sponsor on account of technical problems or traffic congestion on the Internet or any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer, related to or resulting from playing or downloading materials in this promotion including the recording of game results; (b) any incomplete or inaccurate information, whether caused by the website users or by any equipment of programming associated with or utilized in the Competition, or by any technical or human error which may occur in the processing of entries; or (c) the theft, destruction or unauthorized access to, or alteration of, entries or the website. Crankworx reserve the right, in their sole discretion, to cancel, modify or suspend the Competition should a virus or bug or other cause beyond the reasonable control of Crankworx or their agents corrupt the security or proper administration of the Competition. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Crankworx reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. If the identity of an online entrant is disputed, the authorized account holder of the email address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the email address for the domain associated with the submitted email address is considered the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected entry. All entries must be submitted from a valid email account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid online entry in the Competition will be the Competition server(s).

**DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Competition, any prize awarded or any use of any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the province of British Columbia, Canada to the extent permitted by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, your rights and obligations, or the rights and obligations of Crankworx and Competition Sponsor in connection with the Competition, any prize awarded or any use of any prize awarded, shall be governed by, and construed in accordance with, the laws of the province of British Columbia, Canada, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the province of British Columbia, Canada. WINNER'S NAME: For the name of the winner of the Competition, please send a self-addressed, stamped envelope to 4545 Blackcomb Way, Whistler BC, V0N 1B4 Canada, Att: Marketing Department-Interactive Marketing Supervisor.