

# Canon Professional Services Member Photo Contest at ImagingUSA 2019

## Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

**1. Eligibility:** The Canon Professional Services (CPS) Member Photo Contest ("Contest") at ImagingUSA 2019 is open only to CPS Gold, Platinum, Cinema and Enterprise members (as of January 19, 2019 at 12:00 p.m. and who are legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older, physically located and residing within the fifty (50) United States or District of Columbia at the time of entry. Void elsewhere and where prohibited or restricted by law. Employees, contractors, directors and officers of Canon U.S.A., Inc. ("Sponsor"), and its respective parent, subsidiary and affiliated companies, dealers, distributors and licensees, and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of the Contest (collectively, "Promotion Parties"), and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each (whether related or not) are not eligible to enter or win.

**2. Contest Period:** The Contest shall take place during the Contest Period. The "Contest Period" is as follows:

January 19, 2018 from 12:00 p.m. to 5:00 p.m.

January 20, 2018 from 10:30 a.m. to 5:00 p.m.

January 21, 2018 from 10:30 a.m. to 5:00 p.m.

Entries submitted before or after the Contest Period will not be eligible to win a prize. Sponsor's clock is the official clock for this Contest.

**3. How to Enter the Contest:** Visit the Sponsor's CPS Lounge at the ImagingUSA 2019 (the "Event") during the Contest Period and submit by SD Card your favorite photo that you have taken with your Canon camera and lens. The Canon staff in the CPS Lounge will confirm that your image was taken with Canon products, print you a copy of your image, and enter you into this Contest.

By submitting a Contest Entry, you consent to receiving emails from Sponsor and/or its licensees and assignees, including but not limited to its agents, relating to the Contest. Entry into the Contest is free. When entering the Contest, you may be asked to consent to receive e-mails regarding information about Canon and its products. Consenting to receive such e-mails is optional and does not have to be agreed to in order to enter the Contest and does not improve your chances of winning.

Limited to one (1) Contest Entry per eligible CPS Member during the Contest Period. Multiple entries during the Contest Period will not be accepted. Any attempt to make more than the stated number of Contest Entries by any method may void all Contest Entries from that entrant. If multiple, similar Contest Entries are received from any person/e-mail address for the same entrant, only the first such Contest Entry received will be eligible for entry. Incomplete Contest Entries, including but not limited to those Contest Entries that do not meet the requirements set forth in these Official Rules, will not be eligible. Contest Entries generated by script, macro or other automated or improper means and Contest Entries made by any means which subvert the participation process will be void in Sponsor's sole discretion. By entering the Contest, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Contest.

**4. Conditions of Submission:**

a. Submit your best photo taken with your Canon camera and lens to Canon staff in the CPS Lounge at the Event.

- b. Any Contest Entry which Sponsor, in its sole discretion, deems to be inappropriate for publication will not be considered and the corresponding entrant will be disqualified. Contest Entry cannot (i) be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, other than Sponsor's, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (vi) contain copyrighted materials owned by others; (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or (ix) depict, or itself be, in violation of any law.
- c. By submitting a Contest Entry each entrant represents and warrants that: (i) his/her entry is the sole and original creation of the entrant and has not been copied in whole or in part from any other work; (ii) the Contest Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) the Contest Entry is the sole and exclusive property of the entrant; (iv) the subject(s) and/or persons depicted has given written consent to its submission into the Contest and use as contemplated by these Official Rules; (v) the Contest Entry has not been previously published in connection with another contest or sweepstakes; (viii) publication/distribution of the Contest Entry, or a portion thereof, on Sponsor's Contest websites, Sponsor's social media platforms and websites, will not infringe on or violate the rights of any third party, including, without limitation, copyrights, trademarks or rights of privacy or publicity, or contain material that is defamatory, threatening, indecent, obscene, offensive or that is unlawful, in violation or contrary to any applicable laws or regulations or whose use would require a license or permission from or payment to any third party; and (ix) entrant has not won any prizes via a Canon Contest within the past ninety (90) days. Entrant will indemnify and hold harmless the Promotion Parties from any claims arising out of the Promotion Parties' use of Contest Entries as authorized hereunder.
- d. By submitting a Contest Entry, participant hereby grants to Sponsor a royalty free, irrevocable, perpetual and worldwide license to use the photo, in whole or in part, contained in the Contest Entry, together with the first name, city, and state of participant on Sponsor's social media pages and websites, a Contest Website, and otherwise use the Contest Entry in accordance with these Official Rules, without compensation of any kind or further notice to or approval from participant or any third party. Promotion Parties are not responsible for any unauthorized third party use of any Contest Entry. Promotion Parties do not guarantee that any Contest Entry will be posted. Subject to the rights granted to Sponsor, all Entrants retain all copyrights in the photo.
- e. By submitting a Contest Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation and that Sponsor is free to use or otherwise disclose the ideas contained in the Contest Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering, you acknowledge that Sponsor has no obligation to use or post any Contest Entry you submit.
- f. By submitting a Contest Entry, you agree that you shall have no right of approval, no claim to additional compensation and no claim (including without limitation, claims based upon invasion of privacy, defamation, right of publicity or copyright) arising out of any use, alteration, modification, editing of the photo.

- g. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the Official Rules, the Official Rules shall prevail, govern and control.

- 5. Judging and Winner Selection:** On or about January 22, 2019 at or around 12:00 p.m., the Contest Entries will be judged. Contest Entries will be judged as provided below. Judging will be conducted by a panel of qualified judges as selected by Sponsor in its sole discretion. All eligible Contest Entries received during the Contest Period will be judged on the basis of overall creativity (50%), originality (30%), and composition (20%) (“Judging Criteria”).

In the event of a tie, the tied Contest Entries will be re-judged by the Sponsor using the same Judging Criteria. If there is a subsequent tie, a potential winner will be determined based upon the highest score in the first Judging Criteria, continuing thereafter to be based on each Judging Criteria in the order listed, as needed, to break the tie.

The entrant whose Contest Entry achieve the top score, pursuant to the Judging Criteria, from among all eligible Contest Entries will become the potential winner, subject to verification and compliance with these Official Rules. The potential winner must sign and return any paperwork required by Sponsor, including but not limited to, the required affidavit and release(s). If a potential winner cannot be reached or fails to respond to any notification attempt within the time period specified by Sponsor, or if any attempted notification is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period by Sponsor, or if a potential winner fails to accept the prize, a potential winner may be disqualified and an alternate potential winner may be selected for Sponsor (using the same selection method as resulting in the initial selection of the potential winner who was disqualified).

Upon verification of eligibility and compliance with these Official Rules, the winning Contest Entry, or a portion thereof, along with the winner’s name, city and state, may be posted on the Contest website, Sponsor’s websites and social media pages, and as otherwise permitted hereunder.

- 6. Prize:** One (1) Winner will receive One (1) PIXMA Pro-10 printer (ARV: \$699.00).

Odds of winning depend on the number of valid entries received. Any difference between the stated ARV and the actual value of the Prize will not be awarded.

No substitution, cash redemption or transfer of prizes is permitted except at Sponsor’s sole discretion. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, and all other costs or expenses associated with acceptance or use of the Prize not specified herein, are the sole responsibility of the Winner. Arrangements for delivery of prize will be made after winner verification. The end user Limited Warranty accompanying the prize(s) governs use and misuse of the prize.

- 7. How to Claim Prize:** The potential winner will be announced on Sponsor’s main stage at or around 3:15 p.m. on January 22, 2019. Sponsor will then notify the potential winner by email or phone if the potential winner is not in the CPS Lounge at the time of the announcement. If the potential winner is found to be ineligible or not in compliance with the Official Rules, cannot be reached or fails to respond to any notification attempt within the time period specified by Sponsor, fails to complete and return any required paperwork, affidavit, or release, fails to accept the Prize or if any attempted notification or Prize delivery is returned as undeliverable, the potential winner may be disqualified and an alternate winner selected. If the Sponsor wishes to select an alternative winner, Sponsor will select this alternative winner using the Judging Criteria discussed in Section 5. Once eligibility is confirmed and required paperwork is received, the potential winner become the winner and will receive the prize via mail six to eight weeks following the expiration of the Contest Period.
- 8. Limitation of Liability:** Upon prize forfeiture, no compensation will be given. Promotion Parties are not responsible for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, or

undeliverable e-mail or direct messages or Contest Entries; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability or garbled, corrupt or jumbled transmissions, service provider/ Internet / website/ social media platform accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect capture of registration information, or the failure to capture, or loss of, any such information. Promotion Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any website(s). Promotion Parties are not responsible for any problem or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment or software on account of technical problems or traffic congestion on the internet or combination thereof, including injury or damage, whether personal or property, to participant's or to any person's computer related to or resulting from participating in the Contest and/or accepting the Prize. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted, or for any other reason not accepted as an entry into the Contest, the entrant's sole remedy is to submit another entry into the Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of the winner, in a manner it deems fair and reasonable, including the selection of the winner from among eligible entries received prior to such cancellation, termination, modification or suspension.

In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an online service provider responsible for assigning email addresses for the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such potential winner is the authorized account holder of the email address associated with the winning Contest Entry. Entrants may not register or enter with multiple email addresses nor may entrants use any other device or artifice to as multiple registrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's discretion.

Contest Entries by automatic, programmed or like methods will be disqualified. Improper, incomplete, mutilated and illegible entries will be disqualified. This Contest is subject to all federal, state and local laws. Sponsor reserve the right to disqualify any individual who tampers with the entry process or the website, attempts to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices (including the use of automated quick entry programs), intends to annoy, abuse, threaten or harass any other entrants or Sponsor or otherwise acts in a disruptive manner. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

By entering, entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, are governed by the laws of the state of New York, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts for Suffolk County, New York.

AS A CONDITION OF ENTERING, ENTRANTS AGREE (AND AGREE TO CONFIRM IN WRITING): (A) TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE PROMOTION PARTIES AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND TWITTER FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, INCURRED WITH RESPECT TO THE AWARDING, RECEIPT, POSSESSION, AND/OR USE OR MISUSE OF ANY PRIZE OR THE PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, MISAPPROPRIATION, FALSE ASSOCIATION, RIGHT OF PUBLICITY, RIGHT OF PRIVACY, DEFAMATION, ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION AND/OR BREACH OF CONTRACT; (B) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES; (C) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (D) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, EXCLUDING ATTORNEYS' FEES AND COURT COSTS. ENTRANTS WHO DO NOT COMPLY WITH THESE OFFICIAL RULES OR ATTEMPT TO INTERFERE WITH THIS CONTEST IN ANY WAY SHALL BE DISQUALIFIED. SPONSOR IS NOT RESPONSIBLE IF CONTEST CANNOT TAKE PLACE OR IF ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER OR ACTS OF TERRORISM.

- 9. Release / Publicity Rights:** By participating in the Contest and/or accepting the Prize, the winner agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos, and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter developed, worldwide including, but not limited to, on the Internet, without notice, review or approval and without additional compensation to the winner, except where prohibited by law.
- 10. Use of Data:** Please see Sponsor's Privacy Statement, located at [http://www.usa.canon.com/cusa/about\\_canon/standard\\_display/abtcan\\_lgl\\_privacy\\_misc](http://www.usa.canon.com/cusa/about_canon/standard_display/abtcan_lgl_privacy_misc) for details of Sponsor's practices regarding the collection and use of personal information in connection with this Contest. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Statement.
- 11. Winner List Requests:** To receive a copy of the Winner List for this Contest (available after January 28, 2019) send a self-addressed, stamped envelope to "Winner List Request ImagingUSA 2019 CPS Photo Contest," c/o Noelyn Rodney, One Canon Park, Melville, NY 11747 (no later than March 31, 2019).
- 12. Sponsor:** The Contest is sponsored by Canon U.S.A., Inc., One Canon Park, Melville, NY 11747.