

PGME Photo Contest 2020 (“Contest”) Official Contest Rules (“Official Rules”)

This Contest is sponsored by the Postgraduate Medical Education Office (“PGME”) of Queen’s University (the “Sponsor”). By participating in the Contest, each entrant agrees to be bound by these Official Rules and by the interpretation of these Official Rules by the Sponsor. Video and photo submissions are invited from current postgraduate residents and clinical fellows to help promote residency and fellowship programs at Queen’s University to prospective applicants.

Eligibility: The Contest is open to all current postgraduate residents and clinical fellows of the Queen’s University Postgraduate Medical Education (“PGME”) with a mailing address in Canada, excluding Quebec, who have reached the age of majority in their province/territory of residence at the time of entry. Officers, directors, employees and representatives of Sponsor, its affiliated organizations, suppliers and judges, and members of their immediate families, defined as parents, siblings, spouses, and children, regardless of where they reside, and those with whom they are domiciled (whether or not related), are excluded from participating.

Contest Period: The Contest opens on Monday, November 30, 2020 at 9:00 am Eastern time (ET)] and ends on Sunday, January 10, 2021 at 11:59 pm Eastern time (ET) (“Contest Period”). Entries that are received after the end of the Contest Period will not be eligible.

How it Works: NO PURCHASE NECESSARY. Entrants are invited to submit a creative video and/or photo(s) relating to their residency or fellowship experience at Queen’s University. This could involve, but is not limited to: resident life, the hospital environment, showcasing the entrant’s program, a resident perspective on COVID-19, or any other theme that speaks to an entrant’s experience as a learner.

Entry Rules: Entries must be submitted using the [Entry Form](#) provided and sent to pgmecontest@queensu.ca during the Contest Period. There is a limit of one (1) entry per person, consisting of up to two (2) photographs and up to one (1) video. Submissions must (i) be taken or filmed by entrant or on behalf of entrant; (ii) be taken between July 1, 2020 and the end of the Contest Period; (iii) be high-resolution (minimum 2 MB) and in PNG or JPEG format, if a photo; (iv) be high-resolution and no longer than 90 seconds, if a video; (v) include the title of the video and/or photo(s), the location of the video and/or photo(s), a short caption (maximum 100 words) describing the video and/or photo(s) and a short Tweet caption (maximum 280 characters) describing the video and/or photo(s); and (vi) be accompanied by the completed photo release form provided.

By participating in the Contest, entrant warrants and represents that his or her submission:

- (i) does not show patients, or any items or documents identifying patients;
- (ii) does not show any other identifiable third parties, unless the signed [Postgraduate Medical Education Photo Release Form](#) has been obtained from all such individuals, and from their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;

- (iii) is original to him or her and that the entrant has all necessary rights in and to the submission;
- (iv) does not violate any law or regulation;
- (v) does not infringe on any rights or interests of any third party, or contain material that could give rise to any claims of infringement, invasion of privacy or publicity, or any claims for payment; and
- (vi) is not defamatory or trade libellous, and will not contain, depict, include, discuss or involve without limitation, any of the following:
 - explicit, graphic or excessive sexual activity;
 - crude, vulgar or offensive language and/or symbols;
 - derogatory characterizations of any ethnic, racial, sexual or religious groups;
 - content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;
 - personal information of other individuals, including, without limitation, names and addresses;
 - commercial messages, comparisons or solicitations for products or services other than those of Queen’s University and PGME;
 - any identifiable third party products and/or trade-marks or brands;
 - any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole discretion.

Sponsor reserves the right, in its sole discretion, to edit or modify any submission, or to request an entrant to modify or edit his or her submission, to ensure that the submission complies with these Official Rules, or for any other reason. Sponsor will review all submissions to ensure that patient confidentiality is strictly maintained. Any submissions containing patient content will be disqualified and not eligible for a Prize (defined below).

Prizes: There are twenty-six (26) prizes available to be won consisting of those prizes identified in Tables 1 and 2 (“Prizes”). Prizes must be accepted as awarded and are not transferable. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value. The odds of winning depend on the total number of eligible entries received in each category during the Contest Period.

Table 1. Video prizes

Number of prizes to be won	Prize
One (1) First place	C\$1,000 cash prize and one (1) pizza lunch for approximately 10 members of the entrant’s program and/or department (approximate retail value C\$125) or equivalent
One (1) Second place	C\$750 cash prize
One (1) Third place	C\$500 cash prize
Ten (10) Runners-up	C\$100 cash prize

Table 2. Photo prizes

Number of prizes to be won	Prize
One (1) First place	C\$500 cash prize and one (1) pizza lunch for approximately 10 members of the entrant's program or department (approximate retail value C\$125) or equivalent
One (1) Second place	C\$300 cash prize
One (1) Third place	C\$200 cash prize
Ten (10) Runners-up	C\$50 cash prize

Prize Selection: Prizes will be awarded by a panel of judges consisting of Faculty of Health Sciences representatives designated by the Sponsor. The criteria to be used for judging and their relative weight will be as follows: 25% originality, 25% diversity, 25% enthusiasm, 25% written caption. The video and photo with the highest score will be chosen as potential first place winners in their respective categories, the video and photo with the second highest score will be chosen as potential second place winners, and so on. Submissions will be judged anonymously. Winning entries will be selected by Friday, January 29, 2020 Limit one (1) Prize per entrant per category.

Winner Declaration: The Sponsor or its designated representative will make a maximum of two (2) attempts to contact the selected entrant by telephone or email (using the information provided in the Entry Form) within two (2) business days of entry selection. Before being declared a winner, selected entrant will be required to sign and return a declaration of eligibility and a liability/publicity release within three (3) business days of notification. If a selected entrant cannot be contacted within two (2) business days of being notified of entry selection, or does not return a declaration of eligibility and a liability/publicity release within three (3) business days of being notified of entry selection, then he or she will be disqualified (and will forfeit all rights to a Prize). Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

Declaration and Release Form: Entrant agrees to release, hold harmless, indemnify and defend the Sponsor and its respective officers, directors, employees and representatives (the "Released Parties") from any and all liability relating to the Contest (participation, conduct, advertising, rules, etc.) or the acceptance or use of a Prize.

Limitation of Liability: To the fullest extent permitted by law, the Released Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any late, lost, undeliverable, or stolen entries; (d) any typographical, technical, computer, network or human error which may occur in the administration of the Contest, in the announcement of the Prizes or in any Contest-related materials; (e) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of

cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (f) any inaccessibility or unavailability of the internet; or (g) any injury or damage to entrant's or to any other person's computer which may be related to or result from any attempt to participate in the Contest.

Intellectual Property: By entering the Contest, each entrant agrees to complete and confirms having completed the provided Entry Form and Photo Release Form. For the avoidance of doubt, entrants' completion of the Entry Form and Photo Release Form confirms that all intellectual property rights, including but not limited to copyrights, in any or all of the content of their submissions to the Sponsor in connection with the Contest (the "Content") are assigned to the Sponsor such that Sponsor is and shall be the sole and exclusive owner of the Content. Each entrant confirms having also agreed to waive all of their moral rights in the Content by completing the Entry Form and Photo Release Form. If, for any reason, the intellectual property rights in the Content are not owned solely and exclusively by the Sponsor after the entrant enters the Contest, entrant agrees that by completing the Entry Form, entrant has granted Sponsor and its affiliated teaching hospitals a non-exclusive, royalty-free, fully paid-up, sub-licensable, perpetual, irrevocable, and worldwide licence to (i) use any or all of the Content for any lawful purpose, including but not limited to advertising and promotion of subsequent contests; and (ii) without limiting the foregoing, publish the Content in any medium, including print (e.g., brochures, advertisements, etc.) or electronic mediums (e.g., web, social media, etc.), to promote its postgraduate medical education residency and fellowship programs. Entrant further confirms, by virtue of completing the Photo Release Form, having agreed to grant the Sponsor and its affiliated teaching hospitals a non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, and worldwide licence to use the entrant's name, location, title, voice, statements or other likeness for any lawful purpose, including but not limited to use in advertising and promotion of subsequent contests and its postgraduate medical education residency and fellowship programs. Entrant understands that PGME is under no obligation to exhibit or use any Content in any manner whether or not an entrant is awarded a Prize.

Jurisdiction: The Contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of laws provisions. By entering the Contest, entrant agrees to be bound by these Official Rules and by the decisions of the Sponsor, which shall be final on all matters relating to the Contest.

Privacy: Information collected from entrant is subject to the Sponsor's Privacy Policy, available at: <https://www.queensu.ca/secretariat/policies/administration-and-operations/access-information-protection-privacy-policy>. Notwithstanding the foregoing, by entering the Contest, entrant agrees to the collection, use, and disclosure of entrant's personal information for purposes related to the administration of this Contest and for any other marketing purposes for which valid express or implied consent is obtained.

General: In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules, the Entry Form, the Photo Release Form and any disclosures or other statements contained in any Contest-related materials, these Official Rules shall prevail and govern and control to the fullest extent permitted by law. Sponsor's failure to enforce any term

of these Official Rules shall not constitute a waiver of that term. If any provision of these Official Rules is deemed to be invalid or unenforceable, in whole or in part, such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable and these Official Rules will be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Contact: Contact pgmecontest@queensu.ca for more information.