

2018 Autumn Scenes Photo and Art Contest
("Contest")

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

1. **CONTEST TERM:** The Contest is open continuously from 12:00:01 a.m. Universal Coordinated Time ("UTC"), September 17, 2018 and though 11:59:59 p.m. UTC, October 31, 2018 (the "Contest Promotion Period"). Sponsor's computer is the official time keeping device for the receipt of entries for the Contest.
2. **AGREEMENT TO OFFICIAL RULES:** By participating in the Contest, entrants (also referred to as "you" or "your") fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.
3. **ELIGIBILITY:** The Contest is open only to legal residents over the age of majority (at the time of Contest entry) in the jurisdiction in which they reside. **THE CONTEST IS VOID IN THE CANADIAN PROVINCE OF QUEBEC, PUERTO RICO, AND WHERE PROHIBITED BY LAW, RULE OR REGULATION.** Employees (including non-employee workers), representatives and agents of Corel Corporation, its subsidiaries and affiliates ("Corel" or "Sponsor"), any Contest administrator, Contest prize partners and/or Contest promotional partners, and their immediate families (spouse, parents, siblings, children, and those living in the same household) are ineligible to participate in the Contest. The Contest is subject to all local, federal, provincial, state and governmental laws, rules and regulations.
4. **SPONSOR:** The Contest is sponsored by Corel Corporation, 1600 Carling Avenue, Ottawa, K1Z 8R7 Canada.
5. **HOW TO ENTER:** Details for the Contest can be accessed through the Contest registration page web page at <https://learn.corel.com/contest/autumn-scenes-photo-and-art-contest/> (the "Website"); the Website (including any other Contest landing page) is subject to these Official Rules. If there is any conflict between the Official Rules and the Website (or any Contest landing page), the Official Rules shall control. You may enter the Contest as follows:
 - a. **ONLINE.** Eligible entrants may, after completing all required fields in the Contest registration form and acknowledging agreement to the Official Rules, upload (by clicking the "Enter" button) up to five (5) original images created by the entrant in JPEG or PNG format, subject to these Official Rules, qualify for consideration in the prize categories identified in Section 7 below.

All original Contest entries must be no larger than 5MB in size and submitted in JPEG or PNG format. Sponsor will not consider any entries that have previously been submitted in any other Corel contests. Any attempt by any entrant, or any individual acting on behalf of any entrant, to enter the Contest, or vote in the Contest (if applicable to this Contest), by using robotic, repetitive, automatic, or programmed entry methods or agents (such as Contest entry services), multiple or different physical addresses, email addresses, identities, registrations and logins, or any other methods will void that entrant's Contest entries and that entrant may be disqualified, in Sponsor's sole discretion, from the Contest and any of the Sponsor's other promotions. In addition to the foregoing, and if the Contest has a voting component, no person may vote by proxy for any other person.
6. **JUDGING CRITERIA AND PRIZE AWARDING:**
 - a. On or about November 21, 2018 the Sponsor will select the potential winner(s) by a judging panel, selected and defined by Sponsor, from all eligible entries received during the Contest Promotion Period. The judging panel will evaluate all entries based on the following:

- 1) **"Grand Prize" and "Runner Up"**, based chiefly on the following criterion:
 - i) **WOW Factor:** Does it grab the viewer's attention and leave them saying "WOW?"; is it memorable?;
 - ii) **Creativity:** Does the image use elements that are original; is the content portrayed in a creative way; does the artist make use of creative photo editing, digital art or graphic design techniques or special effects?;
 - iii) **Composition and Layout:** Is the visual balance of the image pleasing to the eye, and abiding by the basic principles of design and composition?

- 2) **"People's Choice Award"** will be selected by the judging panel **from among the top 10 entries with the highest number of votes received as of 11:59 p.m. UTC October 31, 2018** from all eligible entries received during the Contest Promotion Period.

b. Where applicable, potential winners will be required to sign and return, within twenty-one (21) days of the date notice is given (unless otherwise indicated by the Sponsor in the notice), an affidavit of eligibility and a liability/publicity release (which potential winners must complete, except where prohibited by law) in order to claim his/her prize and fulfill any such other requirements as determined by the Sponsor. Where there is no response from the potential winner, or there is a return of any prize notification as undeliverable, or a potential winner fails to sign and return the affidavit of eligibility and/or liability/publicity release within the required time period will result, in Sponsor's sole discretion, in the forfeiture of that prize and the disqualification of the potential winner. In the event that a potential winner is disqualified, for any reason, the Sponsor may select an alternate winner using the selection procedures set forth in this Section 6 from among all remaining eligible entries, up to three (3) alternates, if time permits. If all potential alternate winners are disqualified for any prize, no further winner selections will take place and that prize or those prizes will not be awarded. Potential winner(s) will be notified, in the sole discretion of the Sponsor, by email within ten (10) business days of November 21, 2018. Final prize winners will be also be announced on the Contest Website. No substitution, exchange, sale, or transfer of any prize by the final winner is permitted. Sponsor reserves the right, in its sole discretion, to substitute any prize for one of equal or greater value. Allow at least ten (10) weeks for prize delivery.

7. PRIZE(S) AVAILABLE: Valid entries, as set forth in Section 5, may be eligible to win the prizes set forth in this Section. Prizes, as set forth below, are valued in USD (United States of America Dollars) and will be awarded as follows:

- a. "Grand Prize" One Wacom Intuos Pro Pen and Touch Tablet Medium (retail value approximately three hundred and fifty (\$350.00) US dollars), one (1) ESD copy of PaintShop Pro 2019 Ultimate (retail value of one hundred (\$100.00) US dollars), and one (1) ESD copy of ParticleShop (retail value of fifty (\$50.00) US dollars);
- b. "Runner Up" One (1) Amazon gift card (retail value of one hundred and fifty (\$150.00) US dollars), one (1) ESD copy of PaintShop Pro 2019 Ultimate (retail value of one hundred (\$100.00) US dollars), and one (1) ESD copy of ParticleShop (retail value of fifty (\$50.00) US dollars);
- c. "People's Choice Award" One (1) ESD copy of PaintShop Pro 2019 Ultimate (retail value of one hundred (\$100.00) US dollars), and one (1) ESD copy of ParticleShop (retail value of fifty (\$50.00) US dollars).

8. PUBLICITY: EXCEPT WHERE PROHIBITED, PARTICIPATION IN THE CONTEST CONSTITUTES ENTRANT'S CONSENT FOR THE SPONSOR AND THE SPONSOR'S PRIZE PARTNERS AND/OR PROMOTIONAL PARTNERS TO USE ENTRANT'S NAME, LIKENESS, CITY, STATE/PROVINCE, AND COUNTRY OF RESIDENCE FOR PROMOTIONAL PURPOSES IN ANY MEDIA WITHOUT FURTHER CONSIDERATION. PROVIDED LOCAL LAW MANDATES, A WINNER MAY REVOKE SUCH CONSENT AT ANY TIME BY CONTACTING discoverycenter@corel.com INDICATING IN THE BODY OF THE EMAIL THAT THE WINNER REVOKES HIS/HER

CONSENT TO PUBLICITY. Information collected from entrants is subject to Corel's Privacy Policy located at www.corel.com/privacy.

9. **WINNERS LIST:** The winners list and their submissions will be posted on the Contest Website. You can request a copy of the Official Rules or a copy of the winners list by sending a self-addressed stamped envelope to "Corel Discovery Center 2018 Autumn Scenes Photo and Art Contest" c/o Corel Corporation, 1600 Carling Avenue, Ottawa, Ontario K1Z 8R7 Canada or an email to discovery.center@corel.com. Identify on the face of the return envelope or in the body of the email what item you are requesting a copy of (i.e., the 'Official Rules' or the 'Winners List'). Residents in the State of Vermont in the United States of America (and any other jurisdiction where local law mandates return postage is not required) may omit return postage if requesting a copy of the Contest Official Rules.

10. **Grant of License for Submitted Works**

- a. You represent and warrant to Corel that:

- i. The Work You are submitting is Your original creation. If You submit the Work on behalf of another person, You have the authority to bind that person to these Terms.
- ii. You own all rights, title, and interest in and to the Work, including all copyright, trademark, rights of privacy, rights of publicity, moral rights, and other intellectual property rights. To the extent permitted by law, You specifically waive any moral rights with respect to the Work. If no waiver is permitted, You agree not to enforce any moral rights against Us, Our Associates, or Our Users.
- iii. You have obtained the required licenses and/or consents from any third party that may be represented, depicted, referenced, pictured, or otherwise embodied in Your Work (including but not limited to any copyrightable material, trademarks, logos, recognizable persons, distinctive property or images, and/or music). Upon written request from Us, You agree to provide any written legal releases for such material in Your Work from the relevant third party, in a form satisfactory to Us.
- iv. You have complied with all applicable laws applicable to the creation and/or submission of the Work.

b. **Grant of Rights to Corel**

By submitting Your Work to Corel, You grant Us and our Associates the following:

- i. A worldwide, non-exclusive, irrevocable, transferable, sub-licensable, royalty-free right and license to reproduce, publish, publicly display, distribute, modify, publicly perform, reproduce, make available to the public, combine with other materials, create derivative works of, alter, crop, colour correct, and translate the Work, in whole or in part, on a perpetual basis through any medium, in any media, and using any method or technology.
- ii. The right to use Your Work in association with the promotion, sale, advertising, and other business and marketing activities of Corel related to Our products and services.
- iii. The right to post, make available, or share the Work directly or indirectly on Corel's Social Media Sites in any business or marketing activities related to Corel, Our Products and your Work. You further agree that Corel Users and Associates may also post, make available or share the Work directly or indirectly on their Social Media sites.
- iv. The right, but not the obligation, to use Your name in connection with the permitted use of Your Work.

c. **Ownership of Your Work**

- a. You retain all right, title, and interest, including the copyright and other intellectual property rights, to Your Work.
- b. Any metadata associated with the Work may be altered, removed, or added to without any liability to Us, Our Associates, or Our Users.

c. Corel has the right to, but is not obligated to, enforce Your rights against any possible intellectual property infringement with or without notice to You.

d. Indemnification.

You will indemnify Corel and its Associates, at Your sole cost and expense, from any claim, demand, loss, damages (including reasonable attorneys' fees) arising out of or in relation to Your Work and/or violation of these Terms). The foregoing indemnification does not extend to any claim arising out of a modification by Us to the Work to the extent that such claim would not have arisen had such modifications not been made, or the use by Us of the Work other than as permitted under these Terms.

e. Waiver and Release.

YOU AGREE THAT YOU DO HEREBY WAIVE AND RELEASE ANY RIGHT THAT YOU MAY HAVE TO INSPECT AND APPROVE THE FINISHED PRODUCT OR COPY THAT MAY BE USED IN CONNECTION WITH THE REPRESENTATION OF THE DIGITAL CONTENT AND/OR THE USE TO WHICH IT MAY BE APPLIED, AND SUCH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. YOU AGREE THAT YOU DO HEREBY WAIVE YOUR MORAL RIGHTS IN THE REPRESENTATION IN THE DIGITAL CONTENT IN FAVOR OF COREL INCLUDING THE RIGHT TO RESTRAIN OR CLAIM DAMAGES FOR ANY DISTORTION, MUTILATION, OR OTHER MODIFICATION OF THE REPRESENTATION OF THE DIGITAL CONTENT OR ANY PART THEREOF WHATSOEVER, THE RIGHT TO BE ASSOCIATED WITH THE REPRESENTATION OF THE DIGITAL CONTENT AND THE RIGHT TO RESTRAIN ANY USE, REPRODUCTION, DISTORTION, MUTILATION OR OTHER MODIFICATION OF THE REPRESENTATION OF THE DIGITAL CONTENT IN CONNECTION WITH ANY PRODUCT OR SERVICE. YOU HEREBY RELEASE, DISCHARGE AND AGREE TO DEFEND, INDEMNIFY AND SAVE HARMLESS COREL, ITS DISTRIBUTORS AND SUB-LICENSORS, FROM ANY LOSSES, DAMAGES, COSTS, EXPENSES AND CLAIMS WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, ASSOCIATED WITH THE ARTISTIC USE OF THE REPRESENTATION OF THE DIGITAL CONTENT. YOU HEREBY REPRESENT THAT YOU ARE THE CREATOR AND SOLE OWNER OF THE REPRESENTATION OF THE DIGITAL CONTENT AND HAVE ALL RIGHTS, TITLE AND INTEREST IN AND TO THE REPRESENTATION OF THE DIGITAL CONTENT, ARE A LEGAL RESIDENT OVER THE AGE OF MAJORITY (AT THE TIME OF CONTEST ENTRY) IN THE JURISDICTION IN WHICH YOU RESIDE AND HAVE THE RIGHT TO ENTER INTO, WAIVE AND ASSIGN THE RIGHTS WAIVED AND ASSIGNED UNDER THIS SECTION. YOU AGREE THAT YOU HAVE OBTAINED ALL REQUIRED MODEL, IMAGE AND PROPERTY RELEASES FOR CREATION OF THE REPRESENTATION OF THE DIGITAL CONTENT AND SHALL PROVIDE SIGNED COPIES OF SUCH RELEASES TO COREL. COREL SHALL PLACE REASONABLE ATTRIBUTION TO YOU IN RESPECT OF THE REPRESENTATION OF THE DIGITAL CONTENT (IN THE FORM OF YOUR NAME (AND URL, IF APPLICABLE, UNLESS YOU STATE OTHERWISE TO COREL)) IN THE PLACE WHERE COREL GIVES CREDIT TO OTHER THIRD PARTIES AND IN THE MANNER AND FORM AS COREL GENERALLY PROVIDES CREDIT OR ATTRIBUTION. COREL SHALL NOT SELL THE REPRESENTATION OF THE DIGITAL CONTENT PROVIDED BY YOU IN THE CONTEST AS A STANDALONE PRODUCT.

- 11. GENERAL CONDITIONS:** The Contest is conducted in English. If Sponsor has provided a translation of the English language version of the Official Rules, such translation is provided for convenience only and that the English language version, not the translation, shall be legally binding on entrants. The English language version of these Official Rules and not its translation(s) will govern in the event of a conflict. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to, fraud, virus or other technical problems, the Sponsor may, in its sole discretion: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) cancel the Contest and award no prizes. In the event of a dispute as to the identity of the entrant of any online entry, the 'authorized account holder' of the email address used to enter will be deemed to be the entrant. The 'authorized account holder' is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The Sponsor reserves the right, in its sole discretion, to disqualify any individual and/or entrant it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion, in an unsportsmanlike or disruptive manner,

or whose entry contains any inappropriate content, nudity, indecent acts, illegal drug use, illegal activities, or obscene gestures or situations. All entries must be, in Sponsor's sole discretion, suitable for presentation in a public forum. Any attempt by any person to undermine the legitimate operation of any part of the Contest may be a violation of criminal and civil law, 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. The Sponsor's failure to enforce any term, section or provision of these Official Rules shall not constitute a waiver of that term, section or provision.

12. **RELEASE AND LIMITATIONS OF LIABILITY:** EXCEPT WHERE PROHIBITED, BY PARTICIPATING IN THE CONTEST, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS COREL CORPORATION AND ITS SUBSIDIARIES, AFFILIATES, PROMOTIONAL PARTNERS, PRIZE PARTNERS, PROVIDERS AND THEIR RESPECTIVE AGENTS AND AGENCIES, OFFICERS, DIRECTORS, AND EMPLOYEES (THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY POTENTIAL THIRD PARTY INFRINGEMENT CLAIMS AND BREACH OF LAWS) ARISING OUT OF PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OF ANY PRIZE, INCLUDING, BUT NOT LIMITED TO: (A) UNAUTHORIZED HUMAN INTERVENTION IN THE CONTEST; (B) TECHNICAL ERRORS RELATED TO COMPUTERS, SERVERS, PROVIDERS, OR TELEPHONE OR NETWORK LINES; (C) PRINTING ERRORS; (D) ERRORS IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES; (E) LATE, LOST, OR UNDELIVERABLE MAIL OR EMAIL; OR (F) INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OF ANY PRIZE. ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE CONTEST AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEY'S FEES. ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES (OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES) AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. IF FOR ANY REASON AN ENTRANT'S ENTRY IS CONFIRMED TO HAVE BEEN ERRONEOUSLY DELETED, LOST, OR OTHERWISE DESTROYED OR CORRUPTED, ENTRANT'S SOLE REMEDY IS ANOTHER ENTRY IN THE CONTEST. NO MORE THAN THE STATED NUMBER OF PRIZES FOR THE CONTEST WILL BE AWARDED.
13. **TAX INFORMATION:** Sponsor, or its designated agent, may issue a tax form to each winner for any prize valued greater than or equal to six hundred dollars (\$600.00). Notwithstanding the foregoing, WINNERS ARE SOLELY RESPONSIBLE FOR ALL TAXES AND FEES ASSOCIATED WITH PRIZE RECEIPT AND/OR USE WHETHER OR NOT THEY RECEIVE A TAX FORM FROM SPONSOR OR ITS DESIGNATED AGENT.
14. **DISPUTES:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of Ontario, Canada; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario, Canada.

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