

SWIMMING CANADA NATATION



THIS COMPETITION IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

The **RBC Who's Next Challenge** (the "**Competition**") is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. Twitter and Instagram are completely released from all liability by each participant in this Competition. Any questions, comments or complaints regarding the Competition must be directed to either Swimming Canada or Royal Bank of Canada (the "**Sponsor(s)**") and not Twitter or Instagram. You may only use one (1) Twitter or Instagram account (the "**Account**") to participate in this Competition.

1. COMPETITION PERIOD:

The Competition begins on **May 15, 2018** at **1:00 p.m.** Eastern Time ("**ET**") and ends on **August 31, 2018** at **11:00 p.m.** ET (the "**Competition Period**").

2. ELIGIBILITY:

Competition is open to all legal residents of Canada except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of either Sponsor, their respective subsidiaries or affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Competition (collectively, the "**Competition Parties**").

3. HOW TO ENTER:

- a. **NO PURCHASE NECESSARY.** To participate in this Competition, you must have a valid Account. If you do not have an Account, visit www.twitter.com or www.instagram.com and register in accordance with the enrolment instructions for a free account.
- b. During the Competition Period, you can enter the Competition by posting a video (the "**Post(s)**") using your Account. To be eligible, your Post must:
 - i. be in accordance with the specific Submission Requirements listed below in Rule 4;
 - ii. describe your most ambitious swimming dream and who your ultimate swimming hero is (the "**Theme**");
 - iii. tag @SwimmingCanada (the "**Tag**");
 - iv. include the following hashtag --- #RBCNext (the "**Hashtag**");



- v. If using Twitter, comply with the Twitter Terms of Service and Twitter Rules available at www.twitter.com, including Twitter’s character limitation; and
 - vi. If using Instagram, comply with the Instagram Terms of Use and Instagram Rules available at www.instagram.com.
- c. Any Post that does not follow the above format (as determined by Sponsor in its sole and absolute discretion) will be discarded and will not be eligible for entry in this Competition.
- d. A participant’s eligible Post (an **“Entry”**) will be evaluated in accordance with the Judgment Process and Criteria listed below in Rule 7 when he/she submits his/her Post in accordance with these Official Competition Rules and Regulations (the **“Rules”**).
- e. A Post will be considered to be void if the Post: (i) does not describe and/or discuss the Theme (as determined by Sponsor in its sole and absolute discretion); (ii) is incomplete or illegible; (iii) is not submitted and received during the Competition Period in accordance with these Rules; (iv) does not include the Hashtag or the Tag; (v) does not conform to Twitter’s character limitation including the Hashtag and the Tag; (vi) does not comply with either the Twitter or Instagram Terms of Service or Rules, as applicable; and/or (vii) is not in accordance with the specific Submission Requirements listed below in Rule 4 (all as determined by Sponsor in its sole and absolute discretion).
- f. Standard text messaging and/or data rates apply to participants who submit a Post via a wireless mobile device. Wireless service providers may charge for airtime for each Post sent. Please call your service provider for pricing and service plan information and rates before mobile device participation.
- g. There is a limit of one (1) Entry per person/Account permitted during the Competition Period. For greater certainty and the avoidance of any doubt, you can only use one (1) Account to enter the Competition. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry per person/Account during the Competition Period; and/or (ii) use (or attempt to use) multiple names, identities, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Competition; then he/she may be disqualified from the Competition in the sole and absolute discretion of the Sponsor. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).
- h. All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Competition; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this



Competition; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Competition in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Competition will be the Competition server machine(s).

4. SUBMISSION REQUIREMENTS:

BY SUBMITTING A POST, YOU AGREE THAT THE POST COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES AND THE APPLICABLE TWITTER/INSTAGRAM TERMS OF SERVICE AND RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY POST YOU SUBMIT. THE RELEASED PARTIES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Without limiting the generality of the requirements noted above in Rule 3, to be eligible for entry in this Competition, your Post must be unique and original (i.e. you cannot copy someone else's Post in whole or in part) and must be in English/French only.

By participating in the Competition, each participant hereby warrants and represents that his/her Post:

- a. is original to him/her and that the participant has obtained all necessary rights for the purposes of entering the Post in the Competition;
- b. does not violate any law, statute, ordinance or regulation;
- c. does not contain any reference to or likeness of any identifiable third parties;
- d. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and
- e. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and



absolute discretion.

5. LICENSE:

By entering the Competition and submitting a Post, each participant: (i) without limiting the applicable Instagram/Twitter Terms of Service grants to the Sponsors, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Post, in whole or in part, for advertising or promoting the Competition or for any other reason; (ii) waives all moral rights in and to his/her Post in favour of each of the Sponsors; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Post. For greater certainty and the avoidance of any doubt, the Sponsors reserves the right, in their sole and absolute discretion and at any time, to modify, edit or disqualify any Post if a complaint is received with respect to the Post, or for any other reason. If such an action is necessary at any point, then the Sponsors reserves the right, in their sole and absolute discretion, to disqualify the Post (and corresponding Entry) and/or the associated participant. If a Sponsor determines, in its sole and absolute discretion, that any Post does not comply with these Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Post (and corresponding Entry) and/or the associated participant.

6. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There is one (1) prize available to be won, experiential in nature, which will grant the confirmed Prize winner’s swimming dream they identified in their Post (the “**Prize**”). The exact nature and value of the Prize will depend on the dream that is identified in the participant’s Post. Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. Prize will only be awarded to the person who is verified as the “authorized account holder” (see below) of the Account associated with the selected Post in question.

7. JUDGMENT PROCESS AND CRITERIA

Each Entry submitting and received during the Competition Period will be judged by Swimming Canada and the potential Prize winner will be contacted within ten (10) business days of the end of the Competition Period. Swimming Canada will judge each Entry based on the following criteria and each criteria will be given equal weighting (20% each):

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- **Content:** Does the participant's Post address the two questions in the Theme?
- **Quality:** What is the quality of the video in the Post and is it relevant to the Theme?
- **Creativity:** Does the participant exhibit creativity in the Post or in addressing the Theme?
- **Originality:** Is the participant's Post original or are their answers to the two questions in the Theme original?
- **Practicality:** Is the participant's "ambitious swimming dream" a practical dream that the Sponsor is able to provide?

BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the selected participant will be required to sign and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Released Parties from any and all liability in connection with this Competition, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Competition and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the selected participant: (a) fails to return the properly executed Competition documents within the specified time; (b) cannot accept (or is unwilling to accept) the Prize as awarded for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select next best eligible participant's Post (in which case the foregoing provisions of this section shall apply to such newly selected participant).

8. USE OF PERSONAL INFORMATION

By entering this Competition, each participant expressly consents to the Sponsors, and their agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Competition and in accordance with Sponsor's privacy policies (available at: <http://swimming.ca/en/privacy> and <http://www.rbc.com/privacysecurity/ca/our-privacy-policy.html>). Any other consent that the participant has given to either Sponsor to receive commercial electronic messages which are currently in effect, and unrelated to this Competition, shall not be affected by the request for consent made pursuant to this Competition.

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9. GENERAL CONDITIONS:

This Competition is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Competition are final and binding on all participants without right of

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appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or participants. By participating in this Competition, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Twitter or Instagram websites during the Competition; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received, captured or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Competition; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Account used to submit the Post at the time of entry. "Authorized account holder" is defined as the person who is assigned an Account by Twitter or Instagram. A participant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the Account associated with the Entry in question.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Competition (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Competition as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Competition in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor, with the consent of the Régie, reserves the right to cancel, amend or suspend this Competition, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance

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by any participant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Competition as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Competition-related materials, including, but not limited to: any websites, French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.