

## **2025 Peony Photo Contest Terms and Conditions**

The Oshawa Peony Festival Photo Contest (the “Contest”) begins on June 7, 2025 at 12:00 p.m. and closes on July 13, 2025 at 11:59 p.m. (Eastern Time).

The Contest is open to those 18 years of age or older. No purchase is required to enter the Contest.

The Grand Prize to be awarded for the best photograph is a gift certificate from Henry’s for one hundred and fifty dollar (\$150).

The Second Place Prize to be awarded for the second best photograph is a gift certificate from Henry’s for one-hundred dollar (\$100).

The Third Place Prize to be awarded for the third best photograph is a gift certificate from Henry’s for fifty dollars (\$50).

Only one (1) Grand Prize, one (1) Second Place Prize and one (1) Third Place prize will be awarded. Entrants may only win one (1) prize in the Contest, as no person is eligible to receive more than one (1) prize.

The three (3) winning photographs will be selected for their artistic and technical merits as assessed by a juried committee of the Corporation of the City of Oshawa’s (the “City”) choosing.

To enter the Contest, entrants must submit photographs of peonies taken in the City of Oshawa, Ontario during the 2025 Oshawa Peony Festival, using the City’s submission form available at the Peony Festival Contest Page, between June 9, 2025 and July 13, 2025. Visit [www.Oshawa.ca/Peony](http://www.Oshawa.ca/Peony) for details.

No more than three (3) photographs may be submitted per Contest entrant.

Photographs must be submitted in digital format not exceeding five (5) MB in size, per image.

Photographs must be submitted in JPEG format using the following file name template: Photographer’s Name\_Title.jpg (e.g. JohnDoe\_PeonyGarden.jpg). Photographs submitted that do not comply with the above file name template will be deemed ineligible to win a prize.

Photographs must not contain close-ups of any person or individual(s) and/or not contain any identifiable individual(s).

All photographs submitted must be the sole creation of the Contest entrant. Accordingly, photographs shall not contain any content taken from the internet, stock photos, copyrighted material and/or which otherwise incorporate another person's artwork or likeness.

All photographs submitted must have been taken during the 2025 Oshawa Peony Festival (Saturday, June 7 to Sunday, June 8, 2025). If a photograph was not taken during this time, it will not be eligible to win a prize in the Contest.

By participating in the Contest, the entrant acknowledges and agrees that City staff may screen all photographs and the City reserves the sole and absolute right to reject a photograph from the Contest for any reason, including vulgarity, obscenity or any form of criminal activity and/or non-compliance with these Terms and Conditions, without providing any notification or reasons to the entrant.

The City reserves the right to select which photographs will appear on the City's online photo gallery contained on the Peony Festival Contest Page and/or the City's social media accounts on Facebook, Instagram or X under hashtags #OshEvents and #OurOshawa.

Potential winners of the prizes will be contacted by the City via email or telephone. By submitting a photograph, the entrant consents to the City contacting the entrant by email and/or telephone.

Prior to claiming a prize, potential winners must show proper photo identification and any other information required by City staff to confirm the winner's identity and eligibility for the Contest.

Employees of the City are not eligible to win the Contest.

The City reserves the right to cancel the Contest at any time for any reason whatsoever without further notice and without any compensation to any person(s).

By participating in the Contest, entrants hereby provide the City with an unlimited, royalty-free license to use any photograph(s) submitted for the Contest in any and all City communications, including City advertising and publicity purposes, without any compensation whatsoever.

By participating in the Contest, entrants hereby permit the City to use the entrant's name, city of residence, photograph, video or other likeness for advertising or publicity purposes without any compensation whatsoever.

By participating in the Contest, entrants hereby release and hold harmless the City from any and all actions, charges, claims, costs, damages, demands, liabilities, losses, suits, proceedings, costs and expenses pertaining to the entrant's participation in the Contest.

By participating in the Contest, entrants agree that all decisions of the City and its employees in relation to the Contest are final and binding. Entrants also agree that the selection of the prize-winning photographs by the juried committee is final and not subject to any right of appeal or review.

By participating in the Contest, entrants represent and warrant that they have read and understood and agree to be bound by these Terms and Conditions.