

LONG RULES

Midland Transport Limited Midland's Atlantic Canada Photo Contest OFFICIAL RULES

1. **Contest:** Midland's Atlantic Canada Photo Contest
2. **Sponsor:** Midland Transport Limited
3. **Contest Period:** Contest Period begins at 5:01 P.M. Atlantic Daylight Time (ADT) on July 10, 2025 and closes 11:59:59 P.M. (ADT) on July 24, 2025. The sole determinant of time for the purposes of this Contest, including receipt of a valid entry, will be the Contest computer servers ("**Contest computers**"). Proof of transmission (screenshots or captures, etc.) or attempted transmission does not constitute proof of delivery or receipt by the Contest computers or Sponsor.
4. **Eligibility:** You must be a legal resident of Canada, who is located in Canada during the Contest Period, and who has reached the age of majority in your province or territory of residence at the time of entry. You are not eligible to enter if you are an employee, officer, director, agent or representative of Sponsor, its affiliated and related companies (including, without limitation, its parent, sister and subsidiary companies), the independent contest organization, advertising and promotional agencies or any other party in any way involved in the development or administration of this Contest, including suppliers of materials or services related to the Contest, or a member of the immediate family or household of any such employee, officer, director, agent or representative. In these Official Rules, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate.
5. **How to Enter: No purchase necessary.** Visit <https://woobox.com/tob5fj> ("**Contest Website**"), submit (via the Upload field) your best photo of Atlantic Canada's scenery, complete the online entry form indicating where and when the photo was taken and select the box to indicate you have read, understood and agree to abide by the Official Rules, and click "Enter". To be eligible, photos must be: solely of scenery within New Brunswick, Nova Scotia, Prince Edward Island, and/or Newfoundland and Labrador, taken between 1970 and 2025, be in good taste and you must have sole ownership rights over the submitted photo. The file size limit for the Upload field is 250MB.
6. **Limits on Entries:** One (1) entry per person. You may use only one (1) email address to enter.
7. **Photo Guidelines and Restrictions.** The following restrictions apply to your photo:
Your photo must be original to you and you have all necessary rights in and to the photo for the purposes of the Contest. Your photo must be your original creation. For the avoidance of any doubt, your photo cannot be something that you have copied or downloaded (e.g. from the internet, stock photography or otherwise) or

generated using a generative artificial intelligence program (including ChatGPT, Midjourney, Google Gemini, and other programs that offer similar image generation functionality), and must not be a modification, enhancement or alteration of a third party's pre-existing work. Your photo must not:

- contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- disparage Sponsor.
- include images, artwork or other information (e.g., names, telephone numbers, addresses, etc.) that personally identifies the entrant or any other person.
- contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libelous or otherwise questionable. Sponsor retains sole discretion as to what constitutes inappropriate content.
- contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender or gender identity, religion, nationality, disability, sexual orientation or age.
- contain material that is unlawful, in violation of or contrary to the laws or regulations in the province where your photo is created.
- have been submitted previously in a promotion or contest of any kind or exhibited or displayed publicly through any means prior to the Contest.
- contain commercial content or promotions for any products or services.
- contain any identifiable third party products, trademarks, brands and/or logos.

By entering the Contest and sharing your photo, you agree that your entry conforms to the Photo Guidelines and Restrictions set out above, and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes, in its sole discretion, that your entry fails to conform to the Guidelines and Restrictions.

8. **Judge Selection:** The following process will be followed to determine the winning entries. At the end of the Contest Period, entries will be chosen by Sponsor's internal corporate photographer and three digital marketing experts according to the following criteria:

composition (30%),
creativity (30%), and
how well the photo captures the heart of Atlantic Canada (40%)

In the event of a tie, the entry with the highest score for how well the photo captured the heart of Atlantic Canada will be selected as a winner. Winners will be announced on July 28, 2025.

By submitting an entry, entrants agree to abide by this process of selection and the judges' decision, which are final and binding in all matters related to the Contest, and the awarding of a prize.

PLEASE NOTE THAT ANY FAILURE TO COMPLY WITH THESE OFFICIAL RULES WILL RESULT IN DISQUALIFICATION OF THE ENTRANT.

9. **Winner Confirmation:** The selected entrants will be notified by email within five (5) business days of the end of the Contest Period. Sponsor will not be responsible for failed attempts to contact the selected entrant, including but not limited to if the email is returned as undeliverable or the selected entrant cannot be reached by email within five (5) business days of the date the email notification was sent. To be confirmed a winner, the selected entrant must:

- (i) reply to the email notification within five (5) business days of the date the email notification was sent;
- (ii) correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered by email;
- (iii) if required by Sponsor, provide proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification); and
- (iv) be in full compliance with these Official Rules. The selected entrant will be required to print, sign and return within the specified time, and by email or fax, Sponsor's Declaration of Compliance with the Official Rules / Release of Liability and Consent to Publicity Form ("**Prize Form**"), which includes, without limitation, the selected entrant's consent to the use of his/her name, address (city and province/territory), photograph, image and/or likeness, statements regarding the Contest or the prize, and/or voice, without further notice or remuneration, in connection with any publicity carried out by or on behalf of Sponsor with respect to the Contest, including on social media platforms. If the selected entrant cannot be confirmed a winner as above, then Sponsor will disqualify the entrant and confirm an alternate entrant. In the event that the prize cannot be awarded, neither the selected entrant, nor any other person, shall have any claim against Sponsor arising out of or connected to the disqualification or any other matter related to the Contest. Method of delivery of prizes will be coordinated with confirmed winners. Shipped prize shall not be insured and Sponsor shall not assume any liability for lost, damaged or misdirected prize. If the prize or any component is returned as undeliverable for any reason whatsoever, the winner will forfeit his/her prize and the prize will not be re-awarded nor re-delivered at a later date.

10. **Prizes:** There are three prizes available to be won during the Contest Period.

1st place prize – A gift certificate valid for two nights in a Harbour View Room at The Westin in Downtown Halifax and a Midland Swag Bag! Please note that transportation to and from the hotel will not be provided by Midland. Approximate retail value: \$1,050

2nd place prize – A green Kodak Smile+ Wireless Digital Instant Print Camera and a Midland Swag Bag! Approximate retail value: \$300

3rd place prize – The Ultimate Midland Summer Swag Bag! Approximate retail value: \$200

Prizes must be accepted as awarded without representation, warranty or guarantee of any kind, and cannot be replaced if lost or stolen. No substitution, conversion to cash, or transfer of the prize is permitted except

that Sponsor may substitute the prize or a component of the prize with an item of equal or greater value (based on the approximate retail value of the prize as stated in the Official Rules), if the prize or a component of the prize cannot be awarded as described for any reason. The prize winner is solely responsible for all costs not expressly described as included herein.

None of the Releasees (as defined below) make any representation or offer any warranty, express or implied, as to the quality, merchantability or fitness of the prize or a component of the prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Releasees should the prize or any portion thereof fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the prize, the confirmed winner agrees to waive all recourse against the Releasees if the prize or a component thereof does not prove satisfactory, either in whole or in part.

11. **Disqualified Entries:** In the following circumstances, entries will be judged void and disqualified: entries that are late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete (including but not limited to full name, address or any other information requested), altered or otherwise irregular; entries submitted with an invalid email; entries where the associated full name does not accord with the name of the authorized account holder, defined below, of the email address submitted at the time of entry. Entries must be submitted by the individual entering the contest and not by any other person on behalf of an entrant.
12. **Disqualified Entrants:** In the following circumstances, entrants will be disqualified and their entry will be judged void and disqualified: entries generated by script, macro, robotic, programmed, or other automated means; entries and/or entrants that do not comply with or satisfy any or all of the conditions set out in these Official Rules including failure to provide Sponsor with proof of identification; entries submitted by unauthorized, prohibited or illicit means; entries that contain false information; entrants who use more than one (1) email address to submit entries; entrants who submit more than the stated number of entries permitted by the Official Rules; entrants tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Website; entrants acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other entrant, the independent contest organization, advertising and promotional agencies, Sponsor or Sponsor's representative or agent; entrants attempting to undermine the legitimate operation of the Contest, for example, by cheating, hacking, deception, or other unfair playing practices. If Sponsor or independent contest organization suspects any of these circumstances, the entrant will be contacted as soon as practicable. Any prize inadvertently awarded to a selected entrant who ought to have been disqualified by these Official Rules may be reclaimed by Sponsor. All entries become the property of Sponsor upon receipt and none will be returned.
13. **Entrants' Agreement to Abide by Rules and Decisions:** By entering the Contest, entrants acknowledge that they have read and understood the Official Rules, and agreed to abide and be bound by them, and the decisions of the independent contest organization and/or Sponsor, including their decisions regarding the interpretation and application of these Official Rules, made in their sole and absolute discretion, which shall be final and binding with respect to all aspects of the Contest and the awarding of the prize. No correspondence will be entered into except with selected entrants and prize winner.
14. **Civil and Criminal Remedies Available to Sponsor:** CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST

OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE CONTESTS.

15. **Release of Liability / Consent to Publicity:** By entering, each entrant releases and holds harmless Sponsor, its affiliated and related companies (including, without limitation, its parent, sister and subsidiary companies), the independent contest organization, advertising and promotional agencies or any other party in any way involved in the development or administration of this Contest, including suppliers of materials or services related to the Contest and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any liability of any nature or kind arising out of, or in connection with participation in the Contest or regarding the accepting, arranging, awarding or use of the prize or any portion thereof or this Contest, including as set out below in the Limitation of Liability section.
16. **Limitation of Liability:** The Releasees accept no responsibility for, and each entrant releases and holds harmless the Releasees from and against, any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with the prize or any portion thereof or this Contest. Without limiting the generality of the foregoing, the Releasees will not be responsible for (i) the incorrect or inaccurate capture of entry information; (ii) entries or entrants disqualified for any of these reasons stated in these Official Rules; (iii) any loss, damage, or claims caused by, or in any way related to an awarded prize or the Contest itself; (iv) any failure of the Contest Website during the Contest Period, howsoever caused, including, without limitation, any human or technical errors or malfunctions, lost, delayed or garbled data, transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines or networks, technical malfunctions or technical errors of any computer on-line systems, servers, access providers, computer equipment, software or any combination thereof, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including, without limitation, any injury or damage to an entrant’s or any other person’s computer related to or resulting from participating in or downloading any material connected to the Contest, all of which may affect a person’s ability to participate in the Contest or be awarded a prize; (v) any errors, omissions, incorrect or inaccurate information in any Contest-related materials, including, without limitation, printing or advertising errors or the failure of or problems with any equipment or programming associated with or used in the Contest howsoever caused; or (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer “hackers” or otherwise.
17. **Disputes Regarding the Identity of an Entrant:** In the event of a dispute regarding the identity of an entrant, online entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the entry to be confirmed as a winner.
18. **General:** The Contest is void where prohibited by law and is subject to all applicable federal, provincial/territorial and municipal laws.

19. **Rules Govern:** The Contest will be run in accordance with the English Official Rules at <https://www.midlandtransport.com/en/help-center/Midland-Atlantic-Photo-Contest/>, which shall prevail, govern and control in the event of any inconsistency with any Contest-related materials including but not limited to French Rules.
20. **Changes to Contest, Rule, etc.:** Sponsor reserves the right to terminate, modify, or suspend the Contest or to amend the Official Rules at any time, without prior individual notice, and for any reason. Without limiting the foregoing, if, for any reason, such as tampering, the Contest does not run as originally planned, Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries.
21. **Intellectual Property:** All intellectual property, including but not limited to trademarks, trade names, designs, Contest materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by either Sponsor and/or their respective affiliates or authorized licensors. All rights are reserved. Unauthorized copying or use of any copyrighted materials or intellectual property without the express written consent of its owner is strictly prohibited.
22. **Privacy:** Sponsor respects your right to privacy. By entering the Contest and providing your personal information upon entry, you consent and agree to Sponsor's collection and use of the entry information to administer this Contest. If you provided the applicable consent upon entering the Contest, you are also consenting to Sponsor's use of your entry information to contact you about upcoming contests and/or events. Your entry information will be handled according to the privacy policy at: https://srpzvx.files.cmp.optimizely.com/download/assets/Privacy+Policy_EN.pdf/53de525698ec11ee89d86e3ec7b13aaa . Your consent to Sponsor's use of the entry information may be revoked at any time (without revoking your participation in the Contest or impairing your chances of winning).