



## Full Rules & Terms and Conditions

GEM Windows and Doors & MasterGrain™  
2023 Picture Perfect Projects Photo Contest ("the Contest")

**NO NEW OR ADDITIONAL PURCHASE(S) IS NECESSARY TO ENTER OR WIN. NEW OR ADDITIONAL PURCHASE(S) DOES NOT INCREASE THE CHANCES OF WINNING.**

**THIS CONTEST IS OPEN TO RESIDENTS OF ONTARIO ONLY.**

### **Administration and Sponsorship**

The Contest will be administered by GEM Windows and Doors ("GEM") whose registered address is 1590 The Queensway, Toronto, ON M8Z 1V1, and is sponsored by MasterGrain ("MasterGrain™") whose registered address is 8550 Keele Street, Concord, ON L4K 2N2. Full contact information can be found at the end of this document.

### **Contest Period**

Entries will be accepted through the Official Entry Form ("the Entry Form") starting at **00:01 on June 1, 2023**, with the entry period ending at **23:59 on July 16, 2023**. All entries MUST be received by 23:59 on July 16, 2023. Finalists will be selected on July 17, 2023, with voting to be held via community vote on Instagram starting **July 18, 2023**, and ending at **23:59 on July 25, 2023**. The contest winner(s) will be informed no later than **July 27, 2023**, via email or phone call. Winner(s) to be announced on GEM and MasterGrain™ social media channels no later than **July 28, 2023**. Note: The timestamp generated by submitting the Entry Form will be considered the official timekeeping device.

### **Eligibility**

The 2023 Picture Perfect Projects Photo Contest ("the Contest") is open only to those who are 18 years of age or older, a legal resident of Ontario, and:

1. Have proof of purchase for a MasterGrain door,
2. The purchase must have been completed before June 1, 2023,
3. The Contestant ("You") must be the homeowner or original purchaser,
4. Must submit an entry through the Official Entry Form,

Employees of GEM Windows and Doors, MasterGrain, our affiliates, subsidiaries, advertising and promotion agencies, suppliers (collectively, the "Employees"), and immediate family members or those living in the same household as an Employee are not eligible to participate in the Contest. The Contest is subject to applicable federal, provincial, and local laws and regulations. Void where prohibited.

## **Agreement to Rules**

By participating in the Contest, You agree to be fully unconditionally bound by these rules, and You represent and warrant that You meet the eligibility requirements. You agree to accept the decisions of GEM Windows and Doors as final and binding as it relates to the content of this Contest. Winning a prize is contingent upon fulfilling all requirements in a timely manner.

## **How to Enter**

The Contest must be entered by:

- Submitting an entry using the online form provided at <https://bit.ly/PPPEntry>.
- Entries should include three (3) or more photos: Interior and Exterior of your door, and a wider shot of the exterior of your home (including the door).

The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete, or do not adhere to the rules or specifications, may be disqualified at the discretion of GEM Windows and Doors. One Contest entry per door purchased. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules (ex. automated entry software), your submission may be removed from consideration at the sole discretion of GEM and MasterGrain without notice.

## **Winner Selection and Notification**

GEM and MasterGrain will select five (5) finalists within 24 hours of the entry period expiring. Finalists will be selected by the GEM and MasterGrain contest committee, based on an evaluation including the following criteria: product showcased, product identification, and aesthetics from all eligible entries received and verified within the Contest Period. The Finalists' photos will be posted to GEM and MasterGrain's Instagram and Facebook profiles where winners will be selected by a community vote by account followers under the supervision of GEM. The Winner(s) will be notified through phone, email, or direct message within three (3) business days following the selection of the Winner. GEM Windows and Doors shall have no liability for Winner's failure to receive notice due to spam, junk email, full voicemail, or other security settings, or for the Winner having provided incorrect or non-functioning contact information. If the Winner cannot be contacted and fails to claim the prize within three (3) business days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner(s) selected. Receipt by the Winner of the prize offered in this Contest is conditioned upon compliance with all federal, provincial, and local laws and regulations. ANY VIOLATION OF THESE OFFICIALS RULES BY THE WINNER WILL RESULT IN THE WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED AT GEM WINDOWS AND DOORS' SOLE DISCRETION.

## **Prizes**

**ALL entries to the Contest are eligible for a professional photo shoot prize.** The Contest will have additional prizes for the top three finalists. The Winner(s) of the Contest (the "Winner(s)") will be the Entry with the most community votes. The third-place finalist will receive a \$200 VISA Gift Card, the runner-up finalist will receive a \$300 VISA Gift Card, and the Entry with the most community votes will win the grand prize of a \$1,000 VISA Gift Card. All Winner(s) will also receive a professional photo shoot prize pack (details to follow).

Actual value may differ at the time of prize award. The specifics of the prize shall be solely determined by GEM Window and Doors and MasterGrain. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner(s) is permitted. Any and all prize-related expenses, including without limitation any and all federal, provincial, and/or local taxes, shall be the sole responsibility of the Winner(s). Acceptance of the prize constitutes permission for GEM Windows and Doors and MasterGrain to use the Winner(s) name, likeness, and entry photos for purposes of advertising and trade without further compensation unless prohibited by law or as agreed upon by GEM, MasterGrain, and the Winner(s).

### **Odds**

The odds of winning depend on the number of eligible entries received. Estimated 1 in 500.

### **General Terms & Conditions**

GEM Windows and Doors reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond GEM Windows and Doors' control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, GEM Windows and Doors may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by GEM Windows and Doors.

GEM Windows and Doors reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. GEM Windows and Doors has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, GEM Windows and Doors reserves the right to seek damages to the fullest extent permitted by law.

### **Rights Granted by You**

By entering this content (photo, video, text, etc.) You understand and agree that GEM Windows and Doors and MasterGrain, anyone acting on behalf of GEM Windows and Doors and MasterGrain, and GEM Windows and Doors and MasterGrain's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review or consent.

By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of GEM Windows and Doors. If the content of your entry is claimed to constitute an infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless GEM Windows and Doors and MasterGrain from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, which GEM Windows and Doors and MasterGrain may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

## **Waiver of Moral Rights**

By entering the Contest, You hereby waive any moral rights as the creator/author of your entry photos. You understand and agree that by entering the Contest, You are relinquishing your rights to be recognized as the author of the work and to the integrity of the work. You acknowledge that GEM and MasterGrain shall have the unrestricted right to modify, adapt, reproduce, distribute, display, and use the work in any manner, without any further consent or approval from You. You expressly release GEM and Mastergain from any liability arising out of the exercise of these rights. This waiver of moral rights shall apply to the fullest extent permitted by law and shall be binding upon You, your heirs, successors, and assigns.

## **Anti-Spam Considerations**

To ensure fair participation and maintain the integrity of the contest, spamming activities are strictly prohibited. Any attempts to manipulate or exploit the contest through the use of automated software, bots, multiple email addresses, or any other fraudulent means will result in immediate disqualification. Participants are expected to engage in genuine and authentic interactions within the contest guidelines. The organizers reserve the right to investigate and disqualify any individual found in violation of this clause. By entering the contest, participants agree to adhere to these rules and understand that any violation may lead to the termination of their eligibility to participate and any associated rewards.

## **Privacy Policy**

At GEM Windows and Doors, we value your privacy and are committed to protecting your personal information. By participating in the Contest, You agree to the following privacy policy. The personal information collected during the Contest, such as your name, email address, or home address is used solely for the purpose of administering the Contest. We may also use your information to communicate with you about the contest or related promotions, but we will not share or sell your personal information to third parties without your consent, except as required by law. We may utilize social media platforms (Facebook/Instagram) to run the Contest, and their privacy policies and terms will also apply. We will take reasonable measures to ensure the protection of sensitive information, but please be aware that no method of transmission over the Internet or electronic storage is 100% secure.

GEM and Mastergain will take every reasonable step to ensure privacy as it pertains to contest entries such as: ensuring any identifiable information (such as street address, and vehicle license plate numbers) that appear in entries are properly veiled through pixelation or comparable method of protection, and any geotagging information is properly protected.

## **Limitation of Liability**

By entering the Contest, You agree to release and hold harmless GEM Windows and Doors and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

## **Disputes**

This contest is governed by the laws of Canada and Ontario. As a condition of participating in this Contest, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resorting to any form of class action, exclusively before a court located in Ontario having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than the participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

## **Winners List**

To obtain a copy of the Winner's name or a copy of these Official Rules, email your request to: [marketing@gemwindows.com](mailto:marketing@gemwindows.com), or mail your request along with a stamped, self-addressed envelope to: GEM Windows and Doors % The Picture Perfect Projects Contest, 1590 The Queensway, Toronto, Ontario M8Z 1V1.

Requests must be received no later than August 1, 2023. Records may not be available beyond two (2) years following the Entry Period.

The Winner(s) will be announced via GEM Window and Doors and MasterGrain social media channels by July 29, 2023.

## **Meta, Facebook, and Instagram**

As per Meta, Facebook, and Instagram Terms and Policies, GEM Windows and Doors, MasterGrain and the participants in the Contest agree:

- Meta, Facebook, and Instagram are fully released, and held harmless from liability,
- The Contest is in no way sponsored, endorsed, administered, or associated with Meta, Facebook, or Instagram.
- Any data collected through the submission of Contest forms, or through Contest correspondence is collected by GEM Windows and Doors and is not associated with Meta, Facebook, or Instagram in any way.

## **Address(es)**

The following are the full address(es) and contact information for the Contest administration and sponsorship:

### **GEM Windows and Doors**

1590 The Queensway  
Toronto, Ontario, Canada  
M8Z 1V1  
416-533-4331  
[marketing@gemwindows.com](mailto:marketing@gemwindows.com)  
[gemwindows.com](http://gemwindows.com)

### **MasterGrain**

8550 Keele Street  
Concord, Ontario, Canada  
L4K 2N2

416-840-4566

[marketing@MasterGrain.com](mailto:marketing@MasterGrain.com)

[MasterGrain.com](http://MasterGrain.com)