

Create Memories, Not Garbage Terms & Conditions

By participating in the creatememoriesnotgarbage.ca photo campaign, each participant acknowledges, represents, and warrants the following:

1. That the submitted photograph and related post is an original work created solely by the participant.
2. That the photograph and related post does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity. That no other party has any right, title, claim, or interest in the photograph or related post.
3. The participant acknowledges that they have read and fully complied with these Terms & Conditions.
4. The participant understands that any breach of these Terms & Conditions will result in the immediate removal of any relevant photograph and related post from the creatememoriesnotgarbage.ca site.
5. The participant grants to the Greater Vancouver Regional District, also known as Metro Vancouver, non-exclusive permission to produce, reproduce, use, perform, publish, display and distribute the photographs and related posts in whole or in part, in any manner and in any media, either presently existing or created in the future and in perpetuity for educational, public information, promotional, or any other lawful purpose related to Metro Vancouver including for publicity, illustration, advertising, and internet content, with or without the participant's full name and without demand for royalties or compensation.
6. The participant grants permission to Metro Vancouver to edit, modify, alter and juxtapose the photographs and related posts and incorporate them either in whole or in part with or without other material, including text and other recordings and images.
7. The participant agrees to give Metro Vancouver the right to use any image submitted for educational, public information and promotional purposes related to their mandates, which includes sharing the images for such purposes with other individuals and organizations.
8. The participant waives any right to inspect or approve the photographs or related posts or any derivatives of them.
9. The participant warrants that it has not licensed, assigned, or otherwise granted any exclusive interest in the photographs or related posts to any other person or entity, explicitly, implicitly, or by operation of law.
10. The participant warrants that it is not aware of any person or entity, other than itself, who has asserted, may currently be asserting, or in the future may assert an exclusive interest in the photographs and related posts and the participant agrees that it will not, in the future, grant an exclusive license, assign, or interest in the photographs or related posts to any person.
11. The participant understands that the creatememoriesnotgarbage.ca campaign does not in any way involve sponsorship, organization or administration on the part of any social media website.
12. The participant hereby releases and forever discharges the Greater Vancouver Regional District, also known as Metro Vancouver, its directors, officers, employees, agents and contractors from any and all actions, causes of action, claims, suits, demands, damages, interest, expenses or compensation of

whatever kind, whether known or unknown, suspected or unsuspected, arising in law or in equity, including without limitation any matters arising in connection with participating in the creatememoriesnotgarbage.ca campaign.

13. By participating in the creatememoriesnotgarbage.ca campaign, the participant warrants that any recognizable subject of a photograph submitted has been made aware of, understands and has granted the participant the right to take a photograph of the subject and submit such photograph and related post in connection with the creatememoriesnotgarbage.ca campaign; that the subject authorizes Metro Vancouver, its assigns and transferees to use and publish such photograph and related post in print and/or electronically including publication on-line; agrees that Metro Vancouver may use such photographs of the subject with or without the subject name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and website content. For a photo in which a person under the age of 19 is recognizable, by participating in the creatememoriesnotgarbage.ca campaign the participant warrants that the subject's parent or guardian has provided consent to the entry of the photo into the creatememoriesnotgarbage.ca campaign.