

Bullfrog Power & Moksha Yoga 2017 contest terms and conditions

1. NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A purchase will not improve your chances of winning. The chances of winning depend on the total number of eligible entries received. Participants must enter by following the instructions in Section 2 ("HOW TO ENTER") between 9:00 am (EST) Thursday, September 28, 2017 and 11:59 pm (EST) Sunday, October 15, 2017 (the "Contest Period"). Participants may submit multiple entries. The contest is sponsored by Bullfrog Power (the "Contest Sponsor").

2. HOW TO ENTER. To enter this contest, participants must:

1. Follow @mokshayoga and @bullfrogpower on Instagram
2. Post a photo or video of a wind turbine-inspired yoga pose on Instagram, including the hashtag #mywindpose in the caption
3. Tag @mokshayoga and @bullfrogpower in the caption of the Instagram post

All Instagram photo and/or video submissions, or "entries," must be entered no later than 11:59 pm (EST) Sunday, October 15, 2017 (the "Contest Closing"). Entries posted after the Contest Closing are automatically void. Only photos and/or videos submitted through Instagram which follow the preceding instructions will be counted as entries. Photos and/or videos submitted via email, any other social media platform, or any other method will not be counted. Participants must have a public Instagram account in order for their entries to be seen and counted by the contest administrators. Photos and/or videos that are not accessible to Bullfrog Power due to a participant's Instagram privacy settings will not be counted.

Participants may submit multiple entries. Each new pose that meets the above specifications equals one entry into the contest.

Participants may receive a bonus entry by completing a digital ballot/filling out a digital form at the Bullfrog Power booth at the Yoga & Wellness Show at the Enercare Centre, Hall C (100 Princes' Blvd #1, Toronto, ON, M6K 3C3) from September 30, 2017 – October 1, 2017.

By entering the contest, all entrants agree to abide by the contest rules and decisions of the Contest Sponsor which are final. In addition, by entering the contest, entrants grant Bullfrog Power permission to share their photo and/or video on Bullfrog Power's (current and future) Facebook, Twitter, Instagram, LinkedIn and Pinterest pages, Youtube channel, website, eBuzz newsletter, print Buzz newsletter, ebill, advertising and/or other communications, without prior notification. Contestants must follow all instructions for entry as listed in these rules and regulations, and they must correctly answer a skill-testing question without assistance, and otherwise comply with these rules and regulations to be declared a winner.

2(a). PHOTO/VIDEO GUIDELINES. In posting a photo and/or video as part of an entry into this contest, each entrant agrees that the photo and/or video complies with these Rules including all guidelines provided in these Rules. The Contest Sponsor bears no legal liability in connection with the use of any photo and/or video and shall be held harmless by each entrant in the event it is subsequently discovered that an entrant has not complied with any of these guidelines, in whole or in part. Photo and/or video submissions must comply with the following guidelines:

(i) Photos and/or videos must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Photos and/or videos must not contain or reference any names, products or services of any company or entity (other than the Contest Sponsor (@bullfrogpower), Moksha Yoga International (@mokshayoga) or any Moksha Yoga studio in Canada) or any third party trade-marks, logos, or promotion of any brand, product or service. Photos and/or videos may not violate any law, statute, ordinance or regulation.

(ii) Entrants are solely responsible for obtaining, prior to posting a photo and/or video, any and all releases and consents necessary to permit the publication, exhibition and/or use of the photo and/or video by the Contest Sponsor in accordance with these Rules.

(iii) Photos and/or videos that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or that otherwise contain inappropriate content or objectionable material may not be submitted and may be removed at any time in the Contest Sponsor's sole and unfettered discretion.

(iv) Entrants may not be, nor may they work with parties in conjunction with a photo and/or video who are: 1) represented under a contract (e.g., by a talent agent or manager) that would limit or impair the Contest Sponsor's ability to display a photo and/or video in any media form; 2) subject to an acting or modeling contract that would make a party's appearance in a photo and/or video a violation of any third-party rights; or 3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent the Contest Sponsor from being able to use the photo and/or video in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

By entering the contest, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her submitted photo and/or video, in whole or in part, for advertising or promoting the contest or for any other reason; (ii) waives all moral rights in and to his/her photo and/or video in favour of the Contest Sponsor; and (iii) agrees to release and hold harmless the Contest Sponsor 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 or rights-related cause of action.

3. PRIZES. There are five (5) prizes to be won at the end of the Contest Period. Each prize includes one-month unlimited pass, redeemable at any Moksha Yoga studio across Canada, and one hot yoga towel. Each prize has an approximate value of \$190.00.

After confirmation of contestant's address with Contest Sponsor, please allow 2-3 weeks for delivery of contest prize. Once received, take the one-month unlimited pass to the Canadian Moksha Yoga studio of choice on first visit to set up the pass.

There are no substitutions. The prizes are not transferable and must be accepted as awarded. This contest is subject to all applicable federal, provincial, and municipal laws. The Contest Sponsor reserves the right to modify or terminate this contest at any time without notice to participants. VOID WHERE PROHIBITED.

4. DRAW AND WINNER SELECTION. After the contest is closed, a random draw will be conducted from all eligible entries submitted and points earned during the Contest Period. The selected entrants will be contacted through Instagram within 72 hours of the draw. All contestants must have an Instagram account to participate in the contest. If a selected entrant cannot be reached through Instagram within 72 hours of the draw, he/she forfeits the prize and another entrant will be selected at the sole discretion of Bullfrog Power. To qualify as a winner, the selected entrant must correctly answer the skill-testing question referred to above and provide to Bullfrog Power a winner's declaration and release form acceptable to Bullfrog Power (including publicity consent for the use of the content submitted in future Bullfrog Power communications including but not limited to Bullfrog Power's Facebook, Twitter, Instagram, LinkedIn and Pinterest profiles, Youtube channel, website, eBuzz newsletter, print Buzz newsletter, ebill and/or advertising).

Bullfrog Power and Moksha Yoga affiliates and subsidiaries and their respective directors, officers, employees and agents are exempt from all liability of any kind, including without limitation any loss, damage, injury (including personal injury) or expense, in connection with this contest or occurring as a result of the prize being awarded. In addition, Bullfrog Power and Moksha Yoga affiliates and subsidiaries and their respective directors, officers, employees and agents are not responsible for comments made by Instagram users on the photos and/or videos posted or the individuals featured in the photos and/or videos. Bullfrog Power and Moksha Yoga affiliates and subsidiaries and their respective directors, officers, employees and agents are not responsible in any way for the content shared by contest participants or any reproduction or sharing of that content.

Bullfrog Power's Instagram administrators will do their best to monitor comments on its Instagram page, deleting inappropriate comments (as deemed by Bullfrog Power) if necessary.

By participating in this contest, all participants declare that they have read, understood and complied with the contest rules and agree to abide by all decisions by the Contest Sponsor. The Contest Sponsor is not responsible for errors in the offer or administration of this contest, including but not limited to errors in advertising, the contest rules, the selection and announcement of the winners or the distribution of any prize. The odds of winning depend on the number of eligible entries received online.

5. ELIGIBILITY. CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA (EXCLUDING QUEBEC), WHO HAVE REACHED THE AGE OF 19 ON THE DATE OF THEIR ENTRY; and who are not an employee, contractor, agent or representative of Bullfrog Power or their affiliates, agencies or distribution companies, and who are not a member of the immediate family (parent, spouse, sibling, child) of, or domiciled with, any of the forgoing persons. Bullfrog Power is not responsible for incorrect or inaccurate entry or registration or entry information or any factor which may affect a person's ability to participate in the contest, including but not limited to human error, technical malfunctions, lost/delayed/corrupted data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, any inability to access the site, or damage to a user's system occasioned by participating in the contest, and entries which fail to fully comply with these contest rules. No responsibility will be taken by the Contest Sponsor for the entrant's inability to connect through to the Internet/website during the Contest Period. No responsibility will be taken by the Contest Sponsor for lost, delayed, mutilated or misdirected entries, or computer system failure. No responsibility will be taken by the Contest Sponsor for any failure of the contest website during the contest or for any problems or technical malfunction of a telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail, on-line, or Internet entry to be received by the Contest Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer or property related to or resulting from participating in, or downloading any material relating to, the contest. The Contest Sponsor reserve the right, in its sole and absolute discretion to cancel or suspend this contest without notice should a virus, bug or any other cause beyond the reasonable control of the Contest Sponsor corrupt the security or proper administration of the contest and to award prizes from among all eligible entries received prior to cancellation of the contest. If, as a result of an error relating to the entry process, drawing or any other aspect of this contest there are more potential winners of prizes than contemplated in the contest rules, there will be a random draw amongst all eligible prize claimants after the Contest Closing to award the correct number of prizes. Any attempt to deliberately damage any website or to undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, the Contest Sponsor reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification by the independent contest organization and/or the Contest Sponsor and will be declared invalid if they are forged, falsified, altered or tampered with in any way.

6. USE OF PERSONAL INFORMATION. The Contest Sponsor will use a contestant's personal information for the purposes of conducting this Contest in accordance with the Contest Sponsor's Privacy Policy (located at <https://www.bullfrogpower.com/privacy-policy/>) and applicable law. The Contest Sponsor may also use or disclose a contestant's personal information for those other purposes for which consent has been provided. By entering the Contest, contestants agree that the Contest Sponsor may use the contestant's name, Instagram handle, likeness (if provided) and place of residence (e.g. city or town) in any publicity campaigns related to the Contest without further notice or compensation.

This contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants are providing their information to the Contest Sponsor and not to Instagram. Instagram is released of all liability by each participant in this contest. Any questions, comments or complaints regarding the contest must be directed to the Contest Sponsor and not to Instagram.