

## TOP OIL HOME HEAT AMATEUR PHOTO COMPETITION 2023 – OFFICIAL RULES

The “Top Oil Home Heat Amateur Photo Competition” (the "Competition") is offered by Tedcastles Oil Products Unlimited Company trading as Top Oil ("Sponsor"). The Competition is administered by WSP International Limited ("Administrator"). The Sponsor, and Administrator hereinafter will be referred to as the “Competition Entities”.

PARTICIPATION IN THE COMPETITION CONSTITUTES THE ENTRANT'S (“ENTRANT” OR "YOU" OR "YOUR") FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE OFFICIAL RULES INCLUDING THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL ON ALL MATTERS RELATING TO THE COMPETITION.

**GENERAL COMPETITION INFORMATION:** The Competition is offered to amateur photographers who are 18 years of age as of the Competition Start date (See Rule 1, below) and a resident of Ireland. Twelve (12) photos will be selected by a selection committee consisting of not less than three (3) judges, appointed by the Sponsor. The 12 selected photos will be featured in the 2024 Top Oil Home Heat calendar. One (1) photo will be selected as the overall winner of the competition and their selected photo will be used as the cover image on the calendar, plus will be featured as a monthly photo in the calendar. The remaining eleven (11) photos selected will be used as monthly photos in the calendar. The Sponsor’s decision as to the placement of the photos in the calendar will be final. Go to [www.topoilphotocompetition.ie](http://www.topoilphotocompetition.ie) for all details on how to submit photos and enter the competition. See Rule 4 below for a list of prizes. See Rule 3 below for details on how you can submit photos to enter and all specifications and restrictions for your photo entry. Any questions, concerns or comments regarding the Competition can be forwarded to [support@topoilphotocompetition.ie](mailto:support@topoilphotocompetition.ie) or by sending a self-addressed, stamped envelope to "Top Oil Home Heat Amateur Photo Competition, P1, East Point Business Park, Dublin3, D03 C825".

**1) COMPETITION DATES:** The Competition begins at 12:01 am GMT on April 25, 2023 (the "Competition Start Date") and is scheduled to end on July 31, 2023, 2023, at 11:59 pm IST (the "scheduled Competition End Date"). The period between the Competition Start Date and the scheduled Competition End Date is known as the "Competition Period". Certain components of the Competition may end on different dates, as indicated elsewhere in these Official Rules.

**2) WHO CAN PLAY:** The Competition is open to amateur photographers who are legal residents of Ireland and have reached the age of eighteen (18) years as of Competition Start Date. For this contest, amateur photographers are defined as individuals who do not earn their primary income from photography. Any dispute as to the status of any individual who enters the Competition will be settled by the Sponsor and the Sponsor’s decision on this matter will be final. Employees of the Sponsor and the Sponsor’s subsidiaries and affiliates ("Office Employees") as well as those persons that reside with any Office Employee are **NOT** eligible to submit photos and enter to win for prizes in the Competition. Employees of the Administrator or the Sponsor's distributors, sales representatives, advertising and promotion agencies, and agents, or any entity that the Sponsor contracts with, specific to this contest, as well as those persons that reside with such employees, are also **NOT** eligible to enter to win prizes in the Competition.

**3) HOW TO ENTER:** Follow the instructions online at [www.topoilphotocompetition.ie](http://www.topoilphotocompetition.ie) to submit and upload your photo entry (“entry or entries”). Qualified entrants (see Rule 2 above), may submit up to twelve (12) photos for judging, following these requirements:

- a) Submissions must be an original photograph of the entrant.
- b) The photo must be in its original state and cannot be altered in any way, including but not limited to removing, adding, reversing, or distorting any portion of the submitted photo.
- c) Photos **MUST BE LANDSCAPE FORMAT ONLY** and must not include any images whatsoever of any people, persons, or children. Such images will be immediately and permanently deleted.
- d) Uploads must be at the highest quality possible. Minimum resolution is 4,000 pixels on the long side on the landscape.
- e) Photos must not contravene any act or statutory law and may not be in any other way illegal, defamatory, seditious, or blasphemous or be an infringement of any copyright, trademark, or industrial design.
- f) Violators will be removed from the contest and banned from any additional entries.
- g) Entries will not be accepted unless submitted via the official contest channel. Entries not submitted through the proper channel will be deleted.
- h) Entries will be judged by the Sponsor. All decisions are final. The Sponsor reserves the right to reject submission for any reason, including resolution, and disqualify any entry that is deemed inappropriate or does not conform to stated contest rules.

i) Submissions will not be accepted once the deadline lapses.

See Rule 4, Table 1 below for prizes and selection dates. To submit your photo entry online you must have at a minimum Internet Explorer 9, Chrome 25.0, Mozilla Firefox 30.00, Opera 16, or Safari 4.0. In the event of a dispute as to who submitted an online entry, the entry will be deemed to be submitted by the “Authorized Email Account Holder” of the email address provided by an Internet access provider, online service provider or other organization (i.e., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address.

All entries, including the photo uploads, become the property of Sponsor and will not be returned. Competition Entities are NOT responsible for any lost, late, damaged, incomplete, illegible, misdirected, or undeliverable entries. Nor are Competition Entities responsible for any email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures, or issues; unauthorized access, tampering, hacking, theft or destruction; or other technical or human error related to the promotion, execution or administration of the Competition.

**4) PRIZES:** There will be twelve (12) selections made at the offices of the Sponsor on or about Tuesday, August 4, 2023. Grand Prize winner will be awarded a prize of a €500.00 Top Oil Home Heating Oil Voucher. Eleven secondary prize winners each will receive a prize of a €100.00 Top Oil Home Heating Oil Voucher. Total value all prizes is €1,600.00.

**5) NOTIFICATION AND REDEMPTION:** If you have been selected as a potential winner in any of the selections described above, the Sponsor will notify you via e-mail and/or phone. If the selected potential winner does not respond to the Sponsor’s notification within fourteen (14) days of the Prize Draw and the Sponsor has made three (3) separate contact attempts, the potential winner will be disqualified and a new potential winner may (at the Sponsor’s discretion) be selected from among the eligible entries. As a condition of awarding any prize, the potential winner must have signed and returned, within seven (7) days of receipt, the Sponsor’s Statement of Compliance, Release, and Indemnity Agreement (“Release”) under which, among other matters, the potential winner confirms his/her compliance and eligibility with these Official Rules, completes current releases and indemnifies Competition Entities, and other certain parties. If a potential winner refuses or fails to timely return the required documents, in accordance with these Official Rules, or is found to have violated the Official Rules of the Competition in any way or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Sponsor or Administrator is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. If the potential winner is disqualified and forfeits the prize, the Sponsor will select an alternate prize winner from among the pool of remaining, eligible entries received.

**For All Prizes:** Prize will be presented to the winner at the Sponsor’s designated Home Heating Oil Depot or as otherwise determined by the Sponsor at their discretion. Please allow up to two (2) to four (4) business weeks for processing of the prize. Winner is solely responsible for any taxes on prize award. All costs and expenses are the sole responsibility of the winner. The Sponsor’s representative will contact the winner by telephone and/or mail to make arrangements for the winner to pick the prize up. A minimum of three (3) attempts will be made to contact the winner to arrange for pick-up of the prize. **Prizes that are not claimed within thirty (30) days of the third attempt to be contacted will be deemed forfeited.**

**No compensation or substitute is offered for any portion of the prize not claimed or utilized; any portion of the prize not utilized, and its corresponding value, will be forfeited. Prizes are not transferable, nor assignable, except as specified herein.** Sponsor reserves the right, at its sole discretion, to substitute an advertised prize (or portion thereof) with a prize it deems to be of equal or greater value for reasons that may include but are not limited to unavailability or other unforeseen events.

**6) PRIVACY:** For this Competition:

Joint Controllers: Top Oil, Dublin 3, D03 C825, Ireland. – The Sponsor, and Irving Oil Limited

Data Controller Contact Details: [dataprotection@top.ie](mailto:dataprotection@top.ie)

The Data Processor: WSP International Limited, Markham, Ontario, L3R 1H5, Canada. – Competition Administrator

Top Oil’s Parent Company Irving Oil Limited is located in Saint John, New Brunswick, Canada (“Irving Oil”).

Top Oil and Irving Oil act as the Joint Controllers of personal information you provide to Top Oil in connection with the Competition pursuant to a Data Sharing Agreement in place between Top Oil and Irving Oil.

By completing the Competition registration form and photo upload to receive one or more contest entry forms you consent to the collection and processing of your personal data by the Competition Entities to conduct the Competition, including, where relevant, validating winning submissions, sending any potential winner and confirmed winner notifications to you.

You may specifically request to be completely removed from participation in the Competition by emailing [support@topoilphotocompetition.ie](mailto:support@topoilphotocompetition.ie) or visiting [www.topoilphotocompetition.ie/contestant/remove](http://www.topoilphotocompetition.ie/contestant/remove) and following the instructions on screen to remove yourself from the competition. Please note that on removal, all your entries will also be removed from the Competition.

If you are selected as a winner, where publicity consent is provided, we may publish your first name, the initial of your surname and winning photo submission on the Sponsor's social media, web pages, advertising and in the 2024 Top Oil Home Heat calendar, and such processing is based on the Sponsor's legitimate interests. Where publicity consent is provided, your additional Consent to Publicity upon submission of a prize claim constitutes permission for the Competition Entities to use your winning photo submission, plus your name, voice, picture, or other likeness for advertising, marketing, public relations, or other promotional purposes worldwide in commerce and in any media without limitation or further compensation. You can withdraw your consent to use of your name and image for publicity purposes at any time by contacting TOP Oil at [dataprotection@top.ie](mailto:dataprotection@top.ie), but this will not impact on any use by the Competition Entities of your name, voice, picture, or other prior to your withdrawal of your consent or the inclusion of your name in the list of prize winners. Please note that in all circumstances and pursuant to the ASAI Code of Standards 5.34, TOP Oil are required to produce a list of winners names and counties of residence, upon a third party request as detailed in Rule 11 in the Official Rules.

No such personal data will be transferred or sold to any third party except in the following circumstances:

- A) When you give us permission to do so (eg, where TOP Oil and / or Irving Oil market group products and services).
- B) When in good faith we believe the law requires it.
- C) Under limited circumstances specifically described to you when we collect the information, such as in the rules of competitions or other promotions.
- D) To the Joint Controllers' agents for data processing purposes, or to their professional advisors and promotional and marketing agencies, provided that such agents, professional advisors, and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

The Joint Controllers may aggregate user information and share it with the Competition Entities. The Competition Entities may match aggregated, statistical user information to parameters established by third parties, without releasing any personally identifiable information. The Competition Entities may share aggregate information with trading partners, co-branded locations, participating sponsors and advertisers; however, this aggregated information will not contain personally identifiable information.

Any requests for access to the information that entrants have supplied, or to update or rectify such information, must be made in writing by sending a self-addressed envelope with your request to: "Top Oil Easy Win, P1, East Point Business Park, Dublin3, D03 C825" or emailed to [dataprotection@top.ie](mailto:dataprotection@top.ie).

The Joint Controllers respect your right to privacy and will use your personal information only for the purpose as described in the Official Rules, and in accordance with any other permissions you have provided to the Competition Entities. Aside from those other permissions, information collected is used solely to administer the Competition. No correspondence will be entered into except with selected entrants. The Competition Entities will handle the entrant's personal information in accordance with the TOP Oil privacy policy (which can be accessed at <https://www.top.ie/privacy-policy/> or by contacting the privacy officer at [dataprotection@top.ie](mailto:dataprotection@top.ie)) and in accordance with applicable laws and as stated in the Official Rules.

### **Your rights in relation to your personal information**

You have the right to request any personal information that the Joint Controllers process about you, such as

- What personal data we hold about you
- The purposes of the processing
- The categories of personal data concerned
- The recipients to whom the personal data has/will be disclosed
- How long we intend to store your personal data for
- If we did not collect the data directly from you, information about the source

If you believe that we hold any incomplete or inaccurate data about you, you have the right to ask us to correct and/or complete the information and we will strive to do so as quickly as possible; unless there is a valid reason for not doing so, at which point you will be notified.

You also have the right to request erasure of your personal data or to restrict processing (where applicable) in accordance with data protection law. Where you have consented to our use of your personal data (such as for direct marketing), you may at any time withdraw consent. Where we are relying on our legitimate interests, you may object to any processing by us. Where applicable, you have the right to data portability of your information.

You should contact us directly at [dataprotection@topoil.ie](mailto:dataprotection@topoil.ie) to inform us of any changes in your personal data. We will update or delete your data in accordance with our obligations under the GDPR and Data Protection Act 2018.

You have the right to lodge a complaint with the Data Protection Commission if you consider that processing of your personal data is contrary to the GDPR. The contact details of the Data Protection Commission are:

Telephone 1890 252 231  
E-mail [info@dataprotection.ie](mailto:info@dataprotection.ie)  
Address Data Protection Commission  
21 Fitzwilliam Square South  
Dublin 2, D02 RD28  
Ireland  
**Complaint form** Available [here](#).

Your information will be processed by the Administrator in Canada. The Sponsor has entered into an agreement with the Administrator under which the Administrator is obliged to keep your information secure. The transfer of your information to Canada is permitted under the decision of the European Commission relating to transfers of personal data to Canada (Decision 2002/2/EC).

**8) PUBLICITY:** When provided, your Consent to Publicity upon submission of a prize claim constitutes permission for the Competition Entities to use your winning photo submission, your name, voice, picture, or other likeness for advertising, marketing, public relations, or other promotional purposes worldwide in commerce and in any media without limitation or further compensation. You can withdraw your consent to use of your name and image for publicity purposes at any time by contacting the Sponsor at [dataprotection@top.ie](mailto:dataprotection@top.ie), but this will not impact on any use by the Sponsor of your name, voice, picture, or other prior to your withdrawal of your consent or the inclusion of your name in the list of prize winners.

**9) REQUEST TO BE REMOVED:** You may specifically request to be completely removed from participation in the Competition by emailing [support@topoilphotocompetition.ie](mailto:support@topoilphotocompetition.ie) or visiting [www.topphotocompetition.ie/contestant/remove](http://www.topphotocompetition.ie/contestant/remove) and following the instructions on screen to remove yourself from the competition. Please note that on removal, all your entries will also be removed from the Competition. However, this will not change your marketing preferences – if you want to change your mind about receipt of special offers, you will need to follow the process outlined in Rule 7 above.

**10) RESTRICTIONS:** The following are prohibited and will result in automatic and immediate disqualification from the Competition: (1) Using any method to obtain entries by any means other than those described in these Official Rules (see Rule 3 – How To Enter); (2) Using any method that artificially increases odds of winning; (3) using any robotic, automatic, mechanical, programmed or any similar entry duplication method to enter Competition or to claim any prize online; (4) non-compliance with these Official Rules; and (5) any other act which the Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Competition. The Sponsor further reserves the right, at its sole discretion, to disqualify, disallow, block entry and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any fraudulent, automatic or programmed entry duplication method.

**11) LIST OF WINNERS:** The names of verified prize winners, and a copy of the complete Official Rules are available online at [www.topphotocompetition.ie](http://www.topphotocompetition.ie) or can be requested by mail by sending a self-addressed, stamped envelope to " Top Oil Home Heat Amateur Photo Competition, P1, East Point Business Park, Dublin3, D03 C825". Please specify "Rules" and/or "Winner's List" with your request. Requests must be received prior to October 31, 2023.

**12) ENTRIES:** Any entry may be rejected and judged void if not obtained through legitimate methods or channels; if any part of any entry is illegible, altered, mutilated, counterfeit, defaced, tampered with, forged, or produced in error, incomplete, blank or partially blank, mechanically reproduced, shared with another entrant or is irregular in any way. All entries submitted become the property of the Sponsor and will not be returned. Competition Entities are not responsible for lost or late entries, or for lost, late or stolen prize submissions. No more than the number of prizes stated in these Official Rules will be awarded.

**13) GENERAL TERMS AND CONDITIONS:** Participation in the Competition constitutes the entrant's ("you" or "your") full and unconditional agreement to and acceptance of these Official Rules including the decisions of Competition Entities, which are final with respect to all matters relating to the Competition. This Competition is void outside the jurisdictions specified in these Rules and where prohibited by law and is subject to all applicable European Union and Irish laws and regulations. The Sponsor reserves the right to terminate or withdraw the Competition or to amend these Official Rules at any time, without prior notice. As a condition of acceptance of any Prize, you, your heirs, executors, administrators, and assigns, RELEASE AND FOREVER DISCHARGE the Competition Entities from and against, any and all Claims (which term includes without limitation all costs and liabilities of any kind (including solicitor fees), actions, claims, causes of action, or proceedings for damages), INCLUDING ANY CLAIMS ARISING FROM ANY ACT OF NEGLIGENCE OF THE COMPETITION ENTITIES, that you now have, or may hereafter have against the Competition Entities directly or indirectly resulting or arising from: (i) participation in the Competition, or the awarding, acceptance, use, or misuse of the Prize, or traveling to, preparing for, or participating in any Competition-related or Prize-related activity; or (ii) the publicity rights

granted to the Competition Entities as described in the Publicity Release referenced above in Rule 8. It is understood that there may be serious risks of bodily injury, death, or property damage associated with the use or misuse of any Prize, and you voluntarily assume these risks. Nothing in these Rules will stop the Competition Entities being responsible if they have acted fraudulently or where the law does not allow them to limit or exclude their liability. The entrant may be required to pay any taxes associated with the awarding of any Prize. Any claim or dispute with respect to the Competition, the Prize, or this Agreement shall be governed by Irish law and any proceedings in relation to any such claim or dispute shall be resolved exclusively by Irish courts. If any portion of these Official Rules is determined to be unenforceable by a court of law, all other parts of these Official Rules shall remain in full force and effect, and that the conditions and covenants herein shall be binding on the entrants' heirs and assigns.

PRIZES SHALL BE ACCEPTED "AS IS." IT IS UNDERSTOOD THAT THE COMPETITION ENTITIES HAVE NOT MADE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PRIZE, OR ANY SUBSTITUTE PRIZE. ALL ENTRIES AND PRIZE CLAIMS RECEIVED BECOME THE PROPERTY OF THE SPONSOR AND WILL NOT BE RETURNED. THE SPONSOR RESERVES THE RIGHT TO CANCEL OR MODIFY THE COMPETITION IF FRAUD, TECHNICAL FAILURES INCLUDING WITHOUT LIMITATION ANY PRINTING, NETWORK, SERVER OR HARDWARE FAILURE OR ANY OTHER FACTOR BEYOND THE SPONSOR'S REASONABLE CONTROL IMPAIRS THE INTEGRITY OF THE COMPETITION AS DETERMINED BY THE SPONSOR IN ITS SOLE DISCRETION. IN THE EVENT SUCH IMPAIRMENT RESULTS IN CANCELATION/MODIFICATION, THE SPONSOR RESERVES THE RIGHT TO SELECT WINNERS IN RANDOM DRAWINGS FROM AMONG ALL VALID ENTRIES/PRIZE CLAIMS RECEIVED AS OF THE TIME SUCH ACTION WAS TAKEN.

Prizes must be accepted as awarded and are not transferable. No prize substitutions or cash redemptions allowed except as provided herein. Total approximate value all available prizes: €1,600.00.

Any trademarks used herein are the property of their respective owners.

Competition Sponsor: Top Oil, Dublin 3, D03 C825, Ireland.

Administrator: WSP International Limited, Markham, Ontario, L3R 1H5, Canada.