

Smart City Engagement Survey Draw Official Contest Rules and Regulations

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THE **SMART CITIES ENGAGEMENT MEETING** (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY (EXCLUDING THE PROVINCE OF QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST MEET ELIGIBILITY REQUIREMENTS DESCRIBED BELOW. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. **CONTEST PERIOD:** This Contest commences at 10:30 AM Eastern Time (“ET”) on March 2, 2019 and ends at approximately 1:30 PM ET on March 2nd, 2019 (the “Contest Period”) after which time the Contest will be closed and no further entries shall be accepted. Limit one entry per person. Five winners will be selected from all eligible entries received at that Contest Event.
2. **HOW TO ENTER:** The entry form will be made available during the Contest Period by The Corporation of the City of Mississauga as represented by its Information Technology Department (“Contest Sponsor”). Complete the entry form and submit it in accordance with the instructions. Incomplete entry forms will not be accepted. Entries must be complete and received by the Contest Sponsor on or before the end of the Contest Period.

Along with the entry form, each entrant must complete a Smart Cities Engagement survey (the “Work”), provided by the event organizers, as part of their attendance and participation at a Contest Event.

By participating in this Contest, entrant represents and warrants that: (i) the Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work is original and all right, title and interest (including copyright) in and to the Work, if applicable, is owned and/or controlled by the entrant to the full extent necessary to enable the Contest Sponsor to use the Work in connection with the Contest; and (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party.

3. **NO PURCHASE NECESSARY:** There is no mandatory registration fee required to enter the Contest.
4. **WHO CAN ENTER:** This Contest is open to all individuals who, at the time that they enter the Contest: (i) are legal residents of Canada outside of the Province of Quebec. For any entrants who have not reached the age of majority in their province or territory of residence at the time of entry, **the signature of the entrant’s custodial parent or legal guardian is required on the entry form** for the entry to be valid, and is also required on any other documentation in respect of this Contest, including releases. The Contest Sponsor’s elected officials, and the directors, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees, or other representatives of the Contest

Sponsor, or of its advertising or promotional agencies, or any member of their immediate families or households, are not eligible to enter.

5. **THE ENTRY PERIOD, SMART CITY ENGAGEMENT MEETING AND PARTICIPATION OPTIONS:** Registration to participate in the Smart City Community Engagement Meeting begins on February 21, 2019 and ends on March 1, 2019; Smart City Community Engagement sessions will be held from 10:30 am – 1:30 pm on March 2, 2019 at MindShare Workspace, 5100 Erin Mills Parkway, Suite E100A.
6. **HOW TO PARTICIPATE:** An Eligible Entrant must attend and participate in a Smart City Community Engagement meeting and complete the Smart City Survey.
7. **SURVEY REQUIREMENTS:**
BY SUBMITTING A SURVEY AND CONTEST ENTRY (“SUBMISSION”), EACH PARTICIPANT AGREES THAT THEIR SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. NEITHER THE ORGANIZERS NOR SPONSORS WILL BEAR ANY LEGAL LIABILITY ARISING FROM THE USE OF ANY SUBMISSION BY THE SPONSORS (OR ANY OTHER ENTITY). THE ORGANIZERS AND SPONSORS SHALL BE HELD HARMLESS BY EACH PARTICIPANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT HE/SHE HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

By participating in the Smart City Community and Industry Engagement Survey Draw, each participant agrees to be legally bound by these Rules and by the interpretation of these Rules by the Organizers, and further warrants and represents that his/her Submission:

- does not violate any law, statute, ordinance or regulation;
- does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence (note: if consent cannot be obtained for an individual appearing in the Survey, then his/her face must be blurred out and voice (if applicable) must be altered so as to be unrecognizable);
- will not give rise to any claims of intellectual property infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- is not defamatory, trade libellous, pornographic or obscene, and does not violate any laws relating to hate speech, and further that it will not contain, depict, include or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual or religious groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services; any identifiable third party products, trademarks, brands and/or logos (note: if the necessary consents cannot be obtained, then all identifiable third party products, trademarks, brands and/or logos must be blurred out so as to be unrecognizable);

conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Organizers in their sole and absolute discretion.

Submissions must be submitted in English.

8. **SUBMISSIONS PUBLISHED ON WEBSITE:** Organizers may, in their sole and absolute discretion, choose to display certain ideas or parts thereof, which were submitted in a Survey, on the Smart City website (mississauga.ca/smartcity), and/or the Smart City Engagement website once submitted. For greater certainty, the fact that an idea (or has not) been displayed on these or other websites will NOT impact the winner selection process (selection process set out below).

9. **PRIZES:**

There are five (5) available prizes available to be won. Each prize has an approximate value of Fifty-four dollars (CDN \$54.00) Odds of being selected as the prize winner are dependent on the total number of eligible entries received. Prizes must be accepted as awarded and are non-exchangeable, non-transferable, non-refundable and not redeemable for cash equivalent. The winner is not entitled to the monetary difference between the actual prize value and stated approximate prize value, if any. Any unclaimed prize will be forfeited and have no cash value. The Contest Sponsor reserves the right, in its absolute discretion, to substitute a prize of equal value in whole or in part for any reason.

10. **WINNER SELECTION:**

Five winners will be selected at random from all entries received at that Contest Event. Winners may be required to show valid photo identification when claiming a prize and answer a mathematical time-limited skill testing question without mechanical aid or assistance.

a. If a selected entrant: (i) cannot be located or contacted or does not reply to the Contest Sponsor's notification within the Notification Period; (ii) has not complied with these Contest Rules; (iii) does not correctly answer the mathematical skill-testing question; or (iv) declines the prize; then that person's entry is disqualified and the prize forfeited and the Contest Sponsor may, but is not obligated to, select another entrant from the remaining eligible entries received during the Contest Period (not including the entries chosen for the other prizes) for a chance to receive the prize. The Contest Sponsor reserves the right to not select another entry or award a prize if any of the events in subsections 6(b)(i) – (iv) occur.

b. Winners will be announced on March 2nd, 2019 at the conclusion of the Contest Event.

11. **CONDUCT:** Contest Sponsor reserves the right at its sole discretion to disqualify any individual from the Contest, and to ban that individual from any future Contest of the Contest Sponsor, if Contest Sponsor finds or believes such individual to be tampering with the entry process or the operation of the Contest or where applicable, the Contest website; to be acting in violation of the Contest Rules or in a disruptive manner, or with

intent to annoy, abuse, threaten or harass Contest Sponsor, Contest Sponsor's agencies, other entrants or any other person. Any attempt by an entrant or any other person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Contest Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

12. **RELEASE OF LIABILITY:** The Contest Sponsor and its elected officials, its advertising, media buying and promotional agencies and their respective directors, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees, and representatives (collectively, the "**Contest Entities**") accept no responsibility for any injury, loss, or damage that the entrant, or any other person, may suffer in connection with the entrant's, or any other person's, participation in the Contest or any Contest-related activity, and/or the entrant's, or any other person's, acceptance, use, or misuse of any prize; any breach of the Contest Rules by the entrant or any other person; the conduct of the Contest; the operation of the website through which entrants may submit entries to the Contest; any alternate method of entering the Contest; or any third party claims in relation to the Contest (collectively, "**Claims**"). By entering the Contest, entrant irrevocably releases and indemnifies the Contest Entities from and against any and all Claims that the entrant may have against the Contest Entities and/or in relation to the Contest. Winner will be required to sign and return, within the time period indicated on the documents, a declaration of compliance with the Contest Rules and a full liability and publicity release and/or any other document required by the Contest Entities in relation thereto.

13. **DISCLAIMER AND LIMITATION OF LIABILITY:** The website through which the Contest is offered, and all software and hardware used to operate the website are made available for entrants to enter the Contest on as "as is" basis without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. There are no warranties that the Contest website or the software and hardware used to operate it will be uninterrupted or error-free, that defects will be corrected, that it is free of viruses, worms or other harmful components, that entries will be received or processed or that the Contest website or the software and hardware used to operate it are accurate, reliable or secure. In no event will the Contest Entities be liable for any lost or damaged data. None of the Contest Entities shall be responsible for lost, stolen, delayed, damaged or misdirected entries, or for any failure, or for any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Contest Period. Without limiting the release of liability provisions herein, and for greater certainty, the Contest Entities will not be liable for: (i) any incorrect or inaccurate information, whether caused by Contest website users or by any equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest; (ii) any error, omission, interruption, deletion, defect or delay in operation of the Contest website or any transmission in connection with the Contest; (iii) any communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; (iv) any problems with, or technical malfunction of, any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, or failure of e-mail which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any website or combination thereof; or (v) any injury or damage to entrants' or to any other person's computer related to or resulting from participating or downloading materials in this Contest.

14. **CANCELLATION OR MODIFICATION OF CONTEST:** If for any reason, this Contest is, in the Contest Sponsor's sole discretion, not capable of running as planned (including, without limitation, by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, human error, fraud, technical limitation or failures, applicable law, unforeseen obstacles or any other causes which in the sole opinion of Contest Sponsor could corrupt, compromise, undermine or otherwise affect the administration, security fairness, integrity viability or proper conduct of the Contest), Contest Sponsor reserves the right in its sole and absolute discretion to modify these Contest Rules and/or to modify or suspend all or any part of the Contest. Contest Sponsor further reserves the right to cancel or terminate this Contest at any time for any reason. Contest Sponsor reserves the right to select entrants to be eligible to win the prizes from among all eligible entries received up to the time of any such cancellation, termination, modification or suspension, as applicable.
15. **RULES BINDING:** By entering this Contest, an entrant acknowledges and agrees that the Contest Rules are legally binding. All decisions of the Contest Sponsor and any Contest judges, if applicable, are final and without appeal in all matters relating to this Contest and the awarding of the prize. All entries shall become the property of the Contest Sponsor.
16. **GOVERNING LAW:** The Contest is subject to all applicable laws and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
17. **PERSONAL INFORMATION:** All personally identifiable information ("**Personal Information**") collected in connection with this Contest will be used solely for purposes of administering this Contest and for publicity and promotional purposes relating to the Contest and for any consistent purposes. The entrant acknowledges that the Contest Sponsor is governed by the *Municipal Freedom of Information and Protection of Personal Information Act* ("**MFIPPA**") and that all Personal Information supplied in the entry form and all other information collected in the course of the Contest may be subject to public disclosure under MFIPPA. This Personal Information will not otherwise be sold or transmitted to third parties except to third-party agents and service providers in connection with the foregoing activities. Names of the Contest winners may be published by the Contest Sponsor. By entering the Contest each entrant grants his/her permission for the collection, use and disclosure of his/her Personal Information submitted to the Contest Sponsor for the foregoing purposes..
18. **PUBLICITY:** By participating in the Contest, each winner agrees that his or her name, province or territory of residence, any statements made relating to the Contest and any photograph or other likeness of the winner may be used by the Contest Entities for any and all commercial purposes in any and all media, whether now known or hereafter devised, without further permission or compensation, including, without limitation, in any advertising or broadcasting material relating to the Contest and/or future similar contests, except where prohibited by law.
19. **COPYRIGHT:** Entrant agrees that all copyright in his/her completed survey and in any material depicting the entrant's likeness or other information about the entrant shall be vested in the Contest Sponsor and entrant hereby irrevocably assigns all of his/her

worldwide intellectual property rights in and to such entry form and materials to the Contest Sponsor and waives all moral rights therein.

The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. The Contest Sponsor assumes no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. The Contest Sponsor reserves the right not to use any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the Contest Sponsor in its sole discretion.

20. **ENTRANT'S AGREEMENT:** By entering the Contest, each entrant and if the entrant is under the age of majority in his/her province of residence, the entrant's custodial parent/legal guardian agrees to the foregoing Contest Rules.