

## Official Contest Rules and Regulations

---

The **Official Contest Rules and Regulations** will be available online through a text link on the **Contest Entry Form**.

### [I Vote Because Social Media Contest]

#### *Official Contest Rules and Regulations*

THE **[I Vote Because]** (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 **[8.] [a.m..]** Eastern Time (“**ET**”) on **[June, 13, 2014]** and ends at **[12] [ p.m.]** ET on **[October, 27, 2014]** (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted. Limit one entry per person will be judged by panel. Winner**[s]** will be selected from all eligible entries received during the Contest Period.
2. **HOW TO ENTER:** The consent form if under 18 will be made available **[mississaugavotes.ca]** during the Contest Period by The Corporation of the City of Mississauga as represented by its **[Elections]** (“**Contest Sponsor**”). Top 20 finalists chosen will be asked to Complete the entry form and submit it in accordance with the online instructions. Incomplete entry forms will not be accepted.

***Alternate wording if entry form not online:***

#### **Enter to Win:**

1st prize is \$2000 towards college or university

2nd prize is \$1000 towards college or university

3rd prize is \$500 toward college or university

#### **Step One**

Tell us the reason you will vote by creating a video or taking a selfie and tweet or post it on Facebook using [#ivotebecause](#). Be creative!

#### **Step Two**

If you're 18+, go to [voterlookup.ca](#) and get on the voters list

### Step Three

Follow or like the City of Mississauga on your favourite social media channel [Twitter](#), [Facebook](#), or [YouTube](#).

### Step Four

Read and agree to the contest rules and regulations along with the consent form.

Share the (contest) image below.

*Entries must be complete and received by the Contest Sponsor on or before the end of the Contest Period.*

#### **Additional wording if entry must include creative works, drawings, stories, etc.:**

*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 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 purchase necessary to enter the Contest.

4. WHO CAN ENTER:

#### **Alternate Language If Open To Minors:**

*WHO CAN ENTER: This Contest is open to all individuals who, at the time that they enter the Contest: (i) **[Must be a Mississauga resident. (ii) Must be between the ages of 17-25. (iii) Must be enrolled in a Post-Secondary program that will lead to a diploma or degree]**; 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. PRIZES: There are **[3]** prizes available to be won. The 1<sup>st</sup> prize consists of **[a \$2000]** ("1<sup>st</sup> Prize"). The 1<sup>st</sup> Prize has an approximate value of **[Two Thousand]** (CDN **[\$2000]**). The 2<sup>nd</sup> prize consists of [description \$1000 Scholarship of prize] ("2<sup>nd</sup> Prize"). The 2<sup>nd</sup> Prize has an approximate value of **[One Thousand]** (CDN **[\$1000]**). The 3<sup>rd</sup> prize consists of **[\$500 dollar p]** ("3<sup>rd</sup> Prize"). The 3<sup>rd</sup> Prize has an approximate value of **[five hundred dollars]** (CDN **[\$500]**). 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.

6. WINNER SELECTION:

Three (3) winners shall be selected as follows:

**Alternative Language for Paragraph (a) If Skill Contest**

- a. On or about **[November 10]** in Mississauga, Ontario, **[3]** entrants will be selected by the Contest judges from all eligible entries received during the Contest Period, based on the following criteria: **the creativity of the Work, the relevance of the Work to the “I Vote Because” and Social Media reach (will be measured) will also be considered for the winners the uniqueness of the Work and the overall quality of the Work** **[the creativity of the Work, the relevance of the Work to the Contest theme, the uniqueness of the Work, the overall quality of the Work, and the quality of the entrant’s performance at the Contest Event]**. Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Contest Sponsor during the Contest Period.
- b. The selected entrants will be notified by the Contest Sponsor by telephone or email no later than the end of the Business Day following the date of selection (the “**Notification Period**”). Each selected entrant must respond by telephone to the contact number provided in the notification and the selected entrant’s response must be received by the Contest Sponsors no later than **[60]** Business Days from the date upon which notification was made by the Contest Sponsor (the “**Response Period**”). “**Business Day**” means any day that is not: a Saturday, Sunday or a day upon which the Contest Sponsor is not open for business and the end of the Business Day shall mean 5 p.m. Eastern Time, in Mississauga, Ontario on that Business Day. For the purposes of calculating the Response Period, the day upon which notification was made by the Contest Sponsor shall not be counted as part of the Response Period. If the selected entrant does not respond within the Response Period, he/she will be disqualified and will not receive a prize and another entrant may be selected in the Contest Sponsor’s sole discretion. The Contest Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Contest Sponsor’s failure to receive a selected entrant’s response.
- c. Winners will be announced **via social media and a media release**.
- d. Winner may claim his/her prize at **[300 City Centre Drive]** on **[November 14-28]** **[OR Prizes will be distributed within [insert number (#)] [Note: Must be less than 60 days]** after winner has been successfully contacted and notified of his/her prize and fulfilled the requirements set out herein.

7. **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.
8. **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.
9. **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.

10. 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.
11. 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.
12. 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.
13. 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..
14. 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.

15. COPYRIGHT: Entrant agrees that all copyright in his/her completed entry form 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.

*By providing the Work to the Contest Sponsor in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and hereby grants to the Contest Sponsors a worldwide, gratuitous, irrevocable, and exclusive licence to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. 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 to exclude 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.*

16. FURTHER INFORMATION: For assistance with this promotion or a copy of the Official Contest Rules, mail your queries to

**[Communications Division  
300 City Centre Drive]**

17. 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.