

## Official Contest Rules (“Rules”)

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THE CONTEST IS 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 HEREIN. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE RULES.

- A. **Contest Name:** Love MCS NYE (“Contest”)
- B. **Contest Period:** 12:01 a.m. Eastern Time (“ET”) on **December 31, 2020** and ends at 11:59 p.m. ET on **January 3, 2021** (the “Contest Period”)
- C. **Contest Website:** <https://culture.mississauga.ca/event/%E2%99%A5mcs-nye-playlist>
- D. **Contest Sponsor:** **Culture Division** (“Contest Sponsor”), on behalf of The Corporation of the City of Mississauga
- E. **Office Hours:** 9 a.m. – 5 p.m. EST
- Online:** Yes  (“Online Contest”) No  (“Paper Only Contest”)
- F. **Who can enter:** Legal residents of Canada outside Quebec.  
Minors: No  Yes  (refer to Section 2(a))  
Other: No  Yes  (Describe)
- G. **Social Media:**  Facebook @Mississauga-Celebration-Square  
 Twitter @mcsevents  
 Instagram @mcsevents
- H. **Type:** Non-Skills-based Contest:  **OR** Skills-based Contest:   
Judging Criteria if a Skills-based Contest:
- I. **Prize(s):** Number of Prizes: 1  
Prize details  
Prize 1:  
Description: Tim Horton’s Gift Card  
Monetary Value: \$100 (CDN)  
Exclusions:  
Winner Selection Date/Time: **10:00 a.m.** Eastern Time (“ET”) on **January 4, 2021**.  
Winner Selection Location: Mississauga, Ontario
- If a Prize consists of a trip/travel: N/A  
Travel Dates/Times: N/A  
Prize Winner(s) (each a “Winner”) will be notified on: **January 5, 2021** (the “Winner Notification Date”)

Winner(s) will be notified by:  phone  email  mail

Contest Sponsor's social media page at set out in Section H above

How to claim prize and date/time to claim: Winner(s) will be required to respond to the Contest Sponsor within 48 hours, **by 5 p.m. on January 7, 2021** to successfully claim prize ("**Prize Claiming Method**").

Winner(s) may claim the prize at **201 City Centre Drive, Mississauga, ON, L5B 2T4, Suite 202 by January 12, 2021 between the hours of 8:30am and 4:30pm**. A pick-up day and time must be arranged together with the Contest Sponsor at least 24 hours in advance.

**J. Entry must include: Creative Work:** No  Yes

Description:

How to submit:

Min/Max dimensions:

Special Instructions:

**Performance:** No  Yes

Description:

How to submit

Performance Location:

Performance Date/Time: EST

**K. Contact:**

Send questions and requests for a copy of these Rules to Contest Sponsor at its address written above.

1. **CONTEST PERIOD:** Winner(s) will be selected from all eligible entries received during the Contest Period after which the Contest will be closed and no further entries will be accepted.
2. **ELIGIBILITY:**
  - a. If this Contest is open to minors (i.e. 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.
  - b. The following are **ineligible** to enter: The Contest Sponsor's elected officials, directors, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees and other representatives of the Contest Sponsor, and of its advertising or promotional agencies, and any member of their respective immediate families or households.
3. **HOW TO ENTER:**
  - a. No purchase necessary. Limit one entry per person.
  - b. During the Contest Period, the entry form will be available:
    - i. if an Online Contest: on the Contest Website and on the Social Media urls checked above, if any; or
    - ii. if a Paper Only Contest: during the Contest Sponsor's office hours at its address above.
  - c. Participants must share the HEARTMCS NYE Playlist to their social media profiles (Facebook, Twitter, Instagram eligible) and tag Mississauga Celebration Square in order to receive an entry into the contest. Shared posts must be set to the "public" privacy setting to be considered for entry. *Entries must be complete and received by the Contest Sponsor on or before the end of the Contest Period.*
  - d. Creative Works and/or Performances: If the entry form is to include a Creative Work and/or Performance (each a "**Work**"), along with the entry form, each entrant must submit the Work as detailed above. 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.
4. **PRIZES:**
  - a. Odds of being selected as a 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. A 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.

5. **WINNERS:** Winner(s) will be selected as follows:
- a. Non-Skills-based: If this is a Non-Skills-based contest, on the Selection Date at the Selection Location, the number of entrants equalling the number of Prizes available to be won will be selected by random draw from all eligible entries received during the Contest Period. The first entry drawn will be eligible to win the 1<sup>st</sup> Prize. Each entrant is 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. Before being declared a Winner, each selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with these Contest Rules and sign and return a release (described below).
  - b. The selected entrant(s) will be notified in the manner set out above by the Contest Sponsor no later than the end of the Winner Notification Date. Each selected entrant must respond by telephone to the contact number provided in the notification and the entrant's response must be received by the Contest Sponsor by the date specified in the notification ("**Response Period**"). Any reference to "day" herein or in any Contest document, posting or notification, refers to a business day meaning 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 Standard 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. If a selected entrant:
    - i. cannot be located or contacted or does not reply to the Contest Sponsor's notification within the Response Period;
    - ii. has not complied with these Contest Rules;
    - iii. does not correctly answer the mathematical skill-testing question, if applicable; 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 5(d)(i) – (iv) occur.
  - d. Winner(s) will be announced at the Winner Notification Location on the Winner Notification Date.
  - e. Winner(s) may claim his/her Prize or the Contest Sponsor will distribute the Prize(s), as the case may be, using the Prize Claiming Method described above.

6. **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.
7. **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, "**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 determined by stated in the Contest Sponsor, a declaration of compliance with these Rules and a full liability and publicity release and/or any other document required by the Contest Sponsor in relation thereto.
8. **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.

- 9. SOCIAL MEDIA:** If this Contest is being run through social media, each Entrant agrees:
- a. that such social media platform will not be liable whatsoever in the Entrant's participation in this Contest and each Entrant completely releases such social media platform of any claim concerning such Entrant's participation in this Contest. Each Entrant acknowledges that the Contest is in no way sponsored, endorsed or administered by, or associated with, the social media platform;
  - b. to comply with the respective social media platform's terms concerning contests and promotions; and
  - c. that anyone found using multiple accounts to enter will be ineligible.
- 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 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 a Prize(s) 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, each 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 a Prize. All entries shall become the property of the Contest Sponsor.
- 12. GOVERNING LAW:** This Contest is 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 Winner(s) 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:**

- a. 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.
- b. Works: If the Contest includes the submission of Works, 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. **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 Rules.