Official Contest Rules and Regulations

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

#GetOnMiWay Contest
Official Contest Rules and Regulations

THE **#GetOnMiWay** CONTEST (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 **8:00 a.m.** Eastern Time ("**ET**") on **[October 29, 2018** and ends at **11:59 p.m.** ET on **November 30, 2018** (the "**Contest Period**") after which time the Contest will be closed and no further entries shall be accepted. Multiple entries per person allowed. Winners will be selected from all eligible entries received during the Contest Period.

2. *HOW TO ENTER:* **Do one or more of the following on Instagram or Twitter: (1)**Take a photo of the Mississauga Transitway campaign and post it on Instagram or Twitter using #GetOnMiWay; **(2)** Re-tweet any of the contest tweets on @MiWayHelps; **(3)** Share any of the contest tweets on City of Mississauga's Instagram**.** *Incomplete entries will not be accepted. Entries must be complete and received by the Contest Sponsor on or before the end of the Contest Period.*

Winners will be randomly selected at the end of the contest. You can enter multiple times but you can only win ONCE. The entrant should have a public account to take part in the contest. Incomplete entries will not be accepted

3. NO PURCHASE NECESSARY: There is no purchase necessary 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. PRIZES: There are **three (3)** prizes available to be won. **One (1)** pre-loaded $100 PRESTO Card. This prize has an approximate value of **One Hundred and six dollars ($106) (CAD). One (1)** $250 Square One Gift Card Plus**.** This prize has an approximate value of **Two Hundred and fifty dollars ($250) (CAD). One (1)** Samsung Galaxy Watch

42mm Smartwatch with Heart Rate Monitor. This prize has an approximate value of **Five Hundred dollars ($500) (CAD)**. 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:

a. On or about **December** 1, **2018** in Mississauga, Ontario, **three (3)** entrants will be selected by a random draw from all eligible entries received during the Contest Period. The first entry drawn will be eligible to win one (1) of the 1st prize listed above. The second entry drawn will be eligible to win one (1) of the 2nd prize listed above. The third entry drawn will be eligible to win one (1) of the 3rd prize listed above. **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, email or direct message no later than the end of the fifth Business Day following the date of selection (the "**Notification Period**"). Each selected entrant must respond by telephone, email or direct message to the contact number provided in the notification and the selected entrant's response must be received by the Contest Sponsors no later than **five (5)** 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. Before being declared a winner, each selected entrant's answer to the skill testing question on their prize claim form that shall be reviewed to ensure it is answered.
d. 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, 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 6(d)(i) – (iv) occur.

e. Winners will be announced after the prize has been claimed. Winners will be asked to sign a release form prior to receiving their prize. **By entering this contest, entrants acknowledge the City of Mississauga may utilize the first name and photograph of all the winners for promotional reasons and may be posted online at www.on.miway.ca.**

f. Winner may claim his/her prize at **3484 Semenyk Court Mississauga L5C 4R1 by December 17, 2018** 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.

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

    Transportation and Works Department
    Transit Division
    3484 Semenyk Court Mississauga, Ontario L5C 4R1
    Marketing – 2nd floor

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.