THE CLIMATE CHANGE PROJECT SURVEY CONTEST ("CONTEST")
OFFICIAL CONTEST RULES ("RULES")

BY ENTERING THIS CONTEST, THE ENTRANT AND, IF THE ENTRANT IS UNDER THE AGE OF MAJORITY IN ONTARIO, THE ENTRANT'S CUSTODIAL PARENT/LEGAL GUARDIAN AGREES TO THE FOREGOING RULES ON THE ENTRANT'S BEHALF.

THIS CONTEST RUNS FROM 8:30 A.M. EST JUNE/9/2023 TO 11:59 PM EST AUGUST/31/2023 ("**CONTEST PERIOD**") AFTER WHICH THE CONTEST WILL BE CLOSED AND NO FUTHER ENTRIES WILL BE ACCEPTED.

THIS CONTEST IS CONDUCTED IN CANADA ONLY (EXCLUDING THE PROVINCE OF QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. ENTRANTS MUST MEET ELIGIBILITY REQUIREMENTS DESCRIBED HEREIN. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. IN CASE OF A CONFLICT BETWEEN THESE RULES AND ANY CONTEST-RELATED DOCUMENT/PUBLICATION, THE TERMS OF THESE RULES SHALL GOVERN.

1. **CONTEST SPONSOR:** The Community Services Department, Parks, Forestry, ad Environment Division, 300 City Centre Dr., is conducting the Contest on behalf of The Corporation of the City of Mississauga. Questions about the Contest and requests for a copy of these Rules may be sent to the Sponsor by email or in writing. The Contest Sponsor's office hours are 8:30am-4:30pm EST.

2. **CONTEST WEBSITE/SOCIAL MEDIA:** Contest Website**:** https://yoursay.mississauga.ca/climate-change Contest Social Media: https://twitter.com/saugaparksrec and https://www.facebook.com/saugaparksrec/ and https://www.instagram.com/saugaparksrec/

3. **TYPE OF CONTEST:** ☒Non-Skills-based Contest; **OR** ☐ Skills-based Contest
   - If "Skills-based Contest" is checked, the following Judging Criteria will be used: Link to website

4. **PRIZE(S):** The Prize(s) consists of the following:

	Description	Approx. $ Value
1.	10 Prepaid Presto Gift Card (limit of one prize per person)	$100 (per card)
2.		
3.		
4.		

5. **WINNER SELECTION AND HOW TO CLAIM PRIZE**:
   a. Winner(s) will be selected on or around 01/09/2023 ("**Winner Selection Date**") and will be notified by: ☐ telephone; ☒ email; ☐ mail; ☐ Contest Website; ☐ Contest Social Media ("**Winner Notification Location**")
   b. Winner(s) must claim the Prize on or around 31/10/2023 8:30 p.m. EST at 300 City Centre Dr. (must be **less than 60 days** after Winner has been notified of their Prize and fulfilled the requirements set out herein).
   c. Each Winner must respond in the manner and by the date set out in the notification ("**Response Period**"). The Sponsor is not responsible for the failure for any reason whatsoever of a Winner to receive notification he/she has won a Prize, nor the Sponsor's failure to receive a response from a Winner.

d. 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 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 is forfeited. In that case, the Contest Sponsor may select another entrant from the remaining eligible entries received (not including the entries chosen for other Prize(s), if any) for a chance to receive the Prize.

e. 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. E.S.T. in Mississauga, Ontario on that Business Day. For the purposes of calculating the Response Period, the day upon which notification is made by the Contest Sponsor shall not be counted as part of the Response Period.

6. CREATIVE WORKS/PERFORMANCE: ☐ if checked, each entry must include a Creative Work as follows:

7. WHO CAN ENTER:

a. Residents of the City of Mississauga

b. This Contest is open to persons who have not reached the age of majority in Ontario at the time of entry ("**Minors**"). If this Contest is open to Minors, the signature of the entrant's custodial parent or legal guardian is required on all Contest documents required by the Sponsor Link to photo release form, including releases and such must be submitted Electornically to the Contest Sponsor.

c. The following are **ineligible** to enter: The Sponsor's elected officials, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees and other representatives of the Sponsor and its advertising or promotional agencies and any member of their respective immediate families or households.

8. HOW TO ENTER:

a. No purchase necessary. Limit of one entry and one prize per person.

b. During the Contest Period, the entry form will be available on the Contest Website and the Contest Social Media, if any, and during the Sponsor's office hours at its address set out in Section 1.

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

d. If the entry is to include a Creative Work and/or Performance (each a "**Work**"), along with the entry, each entrant must submit the Work as detailed in Section 6, as the case may be. By entering 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 in and to the Work is owned and/or controlled by the entrant to the full extent necessary to enable the 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.

10. PRIZES:

a. Odds of being selected as a Winner are dependent on the total number of eligible entries received. Each prize must be accepted as awarded and are non-exchangeable, non-refundable and not redeemable for cash equivalent. A Winner is not entitled to the monetary difference between the actual Prize value and 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.

b. If a Prize includes/consists of a trip/travel, the Prize is non-transferrable. Winner(s) must be available to travel on the Travel Dates, excluding the Blackout Period(s), if applicable. Should the Winner(s) (or any guests, if applicable) be unable to travel on the dates and times designated by the Sponsor, the Prize will be forfeited and may be awarded to an alternate Winner in the sole discretion of the Sponsor.

11. WINNERS: Winner(s) will be selected as follows:

a. Non-Skills-based Contest: If this is a Non-Skills-based Contest, on the Winner Selection Date, the number of entrants equalling the number of Prizes available to be won will be selected by random draw from all eligible entries. The first entry drawn will be eligible to win the 1st Prize. If there is more than one Prize, the second entry drawn will be eligible to win the 2nd Prize and the third entry drawn will be eligible to win the 3rd Prize, etc., as applicable. Before being declared a Winner, each selected entrant shall be required to correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with these Rules and sign and return a release provided by the Contest Sponsor (described below).

12. CONDUCT: The Sponsor reserves the right in its sole discretion to disqualify any entrant from the Contest and to ban that entrant from future contests if the Sponsor believes such entrant to be interfering with any aspect of the Contest.

13. DISCLAIMER, RELEASE AND INDEMNIFICATION:

a. **Disclaimer and Release**: The entrant agrees that:
The Corporation of the City of Mississauga, its elected officials, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees, and representatives (collectively, "**Contest Entities**") shall not be liable for and entrant irrevocably releases them from any Claims (defined below) regarding:

i. the conduct of the Contest;
ii. 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, including any website or use of any website;
iii. the entrant's, or any other person's, acceptance, use, or misuse of any Prize;
iv. infringement of intellectual property rights and/or rights respecting privacy and/or personality; and/or
v. any breach of these Rules by the entrant or any other person (collectively with 13.a.(i-iv), "**Claims**"),

b. **Indemnification**: The Entrant agrees to indemnify, defend and hold harmless the Contest Entities from Claims incurred by the Contest Entities to the extent caused or contributed to by the entrant.

c. **Declaration of Compliance and Release**: Each Winner will be required to sign and return, within the time period determined by 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 prior to claiming a Prize.

14. WEBSITE(S): For certainty and without limiting Section 13, the Contest Website and Contest Social Media through which the Contest is offered, and all software and hardware used to operate same ("**Contest Sites**"), are made available for entrants to enter the

Contest on an “as is” basis. There are no warranties that the Contest Sites 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 Sites 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 Section13 and this Section14, and for greater certainty, the Contest Entities will not be liable for any:

a. incorrect or inaccurate information, whether caused by users of the Contest Sites 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;
b. error, omission, interruption, deletion, defect or delay in operation of the Contest Sites or any transmission in connection with the Contest;
c. communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; and/or
d. 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
e. 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.

15. SOCIAL MEDIA: If this Contest is being run through social media, entrant agrees:

a. 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.

16. CANCELLATION OR MODIFICATION OF CONTEST: Sponsor reserves the right in its sole discretion to modify these Rules and/or to modify or suspend, cancel all or any part of the Contest at any time for any reason. 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.

17. RULES BINDING: By entering this Contest, 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.

18. 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.

19. 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*, as amended (“**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. Each entrant grants their permission for the collection, use and disclosure of their Personal Information submitted to the Contest Sponsor for the foregoing purposes.

20. **PUBLICITY**: 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.

21. **COPYRIGHT**:

a. Entrant agrees that all copyright in their completed entry, including any Work, 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 their worldwide intellectual property rights in and to such entry 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 Sponsor 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. All liability with respect to Claims of infringement of rights to copyright, privacy and/or personality 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.