

FALL DECORATING CONTEST AND HALLOWEEN DECORATING CONTEST RULES

**These Contests are open to businesses and residents
of Whitby, Ontario only and is governed by the laws of Canada**

The Corporate Communications Fall Decorating Contest (the “**Fall Contest**”) and the Halloween Decorating Contest (the “**Halloween Contest**”), collectively the “**Contests**”, are presented and administrated by The Corporation of the Town of Whitby (the “**Town**”).

1. ELIGIBILITY

The Contests are open to residents and business owners of Whitby, Ontario who are 18 years of age or older at the time of entering the Contests (individually “**Entrant**” and collectively “**Entrants**”).

Employees, officers, directors, Council members, the prize supplier, any advertising/promotion agencies involved with the Contests and the Contests’ judges, and those with whom the foregoing individuals reside, are not eligible to participate in these Contests.

2. CONTEST PERIOD

The Fall Contest starts at **8:30 a.m.** on **Thursday October 1, 2020**, and continues until **4:30 p.m.** on **Thursday October 22, 2020** (the “**Contest Closing Date**”). All times are Eastern Daylight Times.

The Halloween Contest starts at **8:30 a.m.** on **Friday October 23, 2020** and continues until **4:30 p.m.** on **Monday November 2, 2020** (the “**Contest Closing Date**”). All times are Eastern Daylight Times.

3. HOW TO ENTER

Fall Contest: Entrants must follow the Town on Twitter and/or Facebook (collectively “**Social Media**”) (@townofwhitby) **and** share a photo on Social Media, tagging @townofwhitby and using the hashtag #fallingforwhitby

Halloween Contest: Entrants must follow the Town on Twitter and/or Facebook (collectively “**Social Media**”) (@townofwhitby) **and** share a photo on Social Media, tagging @townofwhitby and using the hashtag #halloween

Limit of one (1) entry per Social Media account per contest. Any Entrant found to use multiple accounts to enter will be disqualified from the contest entered. No purchase necessary. Any attempt or suspected attempt to enter either of the Contests in a fashion not authorized by these rules shall be deemed to be tampering and will void

all of your entries. Entries that are late, lost, stolen, false, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of these contest rules will be void. Only entries submitted as instructed and received by the Town will be considered. Proof of entry transmission shall not constitute proof of receipt. The sole determinant of time for valid entry in these Contests will be the contest server machine(s).

4. PRIZE

Entrants are eligible to win one (1) of three (3) prizes awarded for each of the Contests:

- 1st Prize: Gift basket valued at \$100.00
- 2nd Prize: Gift basket valued at \$75.00; and,
- 3rd Prize: Gift basket valued at \$50.00.

Any costs or expenses incurred by the winner in claiming or using their prize, not specifically described as part of the prize, are the sole responsibility of the winner. Without limiting the generality of the foregoing, internet fees and data plans are not included in the prizes and are the winner's sole responsibility.

Prizes for the Contests may not be exactly as advertised. The approximate retail value indicated above for each prize is the approximate retail value of each prize at the launch of the Contests. No financial compensation will be made or required if actual prize value is lower than the prize value quoted in these rules.

5. DRAW

All eligible entries received will be reviewed and judged according to its relevance to the theme, originality, and creativity by a jury panel, including a representative of the Town, or by an independent agency mandated by the Town, at a time during regular business hours between **Friday October 23, 2020 and Monday October 27, 2020 (Fall Contest)** and between **October 31, 2020 to November 2, 2020 (Halloween Contest)** at the offices of the Town's Corporate Communications Division (Town Hall, 575 Rossland Road East, Whitby) or at the offices of the independent agency. The selected Entrants will be contacted at the Social Media account from which his or her entry was submitted.

6. CONFIRMATION OF WINNER

The selected Entrant will be disqualified and required to forfeit any claim on a contest prize if he or she cannot be reached within five (5) business days following the first attempt of contact, or if the terms set forth in these Contest rules are not adhered to. If the selected Entrant cannot be reached within five (5) business days following the first attempt of contact, or there is a return of any notification as undeliverable, then the selected Entrant will be disqualified and an alternate eligible Entrant will be randomly selected from among the remaining eligible entries. This process will be repeated until

one (1) selected eligible Entrant has been successfully contacted in accordance with these contest rules, or there are no more remaining eligible entries. Once the selected Entrant responds to the notification that he or she has been selected to receive the prize, the selected Entrant must claim the contest prize at least seven (7) business days from the date of notification or on a mutually agreed upon date.

7. DETERMINATION OF WINNER

To be declared a winner, the selected Entrant must: (a) correctly answer a time-limited, mathematical skill-testing question; and (b) be in full compliance with these contest rules (including providing proof of age and residency or business ownership in Whitby, Ontario), together with any other documentation as may reasonably be required by the Town in its sole discretion.

8. ACCEPTANCE OF PRIZE

The prize must be accepted as awarded and is not transferable, redeemable, refundable or exchangeable for cash and not replaceable if lost/stolen. The Town reserves the right to substitute a prize, in whole or in part, with a prize of at least equal value in the event of the unavailability, for whatever reason, of the advertised prize.

9. RULINGS

Decisions and rulings of the Town and/or its representatives, including any independent agency mandated by the Town for the purpose of the draw, are final and binding without appeal in all matters related to these Contests and the awarding of the prize, including, without limitation, any decisions regarding the eligibility/disqualification of Entrants and/or entries.

10. ODDS OF WINNING

Odds of winning depend on the number of eligible entries received.

11. RELEASE OF LIABILITY / CONSENT TO PUBLICITY

By accepting the contest prize, the winner: (a) confirms compliance with these contest rules; (b) acknowledges that the prize is not transferable and must be accepted as awarded or otherwise except where stated; (c) consents to the use of his/her name, entry, voice, statements, photographs, pictures and/or other likenesses for publicity, advertising or informational purposes in any medium or format carried out by the Town and/or advertising/news agencies regarding these Contests or the prize, without further notice or compensation; and (d) releases the Town, its affiliates, advertising and promotional agencies, the suppliers of materials or services related to these Contests, and all of its elected and appointed officials, employees, and agents (collectively the “**Releases**”) from and against all liability in connection with these Contests and/or the awarding and/or use of the contest prize.

12. LIMITATION OF LIABILITY

The Releases do not assume any responsibility, and each Entrant releases the Releases from any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of or in connection with the Entrant's participation or attempted participation in these Contests and the contest prize, including, without limitation: the administration of these Contests; the selection and confirmation of the contest winner; the arranging, awarding and use of the contest prize; the printing or advertising of these Contests; telephone, electronic, hardware or software program, network, internet or computer malfunctions, failures or difficulties; any injuries, losses or damages of any kind whatsoever caused by the contest prize or resulting from the acceptance, possession or use of the contest prize, or from participation in these Contests; and, any printing or typographical errors in any materials associated with these Contests.

13. CONTEST RULES AND APPLICABLE LAWS

These Contests will be run in accordance with these contest rules, which shall be subject to amendment by the Town without notice or liability to the Entrant. Entrants must comply with these contest rules and will be deemed to have received and understood these rules by participating in these Contests. The terms of these Contests, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. These Contests are subject to all applicable federal, provincial, and municipal laws and regulations. All entries submitted become the property of the Town, which assumes no responsibility for lost, delayed, incomplete, or misdirected entry.

14. PRIVACY

The Town may be collecting personal data about Entrants for the purpose of administering these Contests, and is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. Personal information provided by Entrants, such as their name, postal code, Social Media account information, and email addresses, will not be sold or shared with any third party. This information is treated as confidential and will be used only for the purposes of these Contests. All personally identifiable information collected during the Entrant's participation in these Contests will be collected and used by the Town for the proper administration and fulfillment of these Contests, as described in these Rules, and in accordance with the Town's Privacy Policy. Entrants may review the Town's Privacy Policy, which is available on the Town's website at www.whitby.ca/en/privacy.asp, for information on how the Town collects, uses, and discloses personal information.

15. CANCEL AND AMEND

The Town reserves the right to cancel, modify, or suspend these Contests or to amend the contest rules at any time and in any way, without prior notice, for any reason

whatsoever. Without limiting the foregoing, if for any reason these Contests are not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach, or other cause beyond the Town's reasonable control, the Town reserves the right to cancel or suspend these Contests and/or conduct a random draw from all previously received eligible entries.

16. PRIZE PROVIDED "AS IS"

Except as expressly warranted herein, the contest prizes are provided "as is" without further warranty of any kind.

17. CONDUCT

The Town reserves the right, in its sole and absolute discretion, to disqualify without notice any Entrant that it finds to be: (a) violating the contest rules; (b) tampering or attempting to tamper with the entry process or the operation of these Contests or any contest website; (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) attempting to undermine the legitimate operation of these Contests. Any attempt by an Entrant or any other individual to undermine the legitimate operation of these Contests may be a violation of criminal and/or civil laws. Should any such attempt be made, the Town reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and to ban or disqualify an Entrant from these Contests and any future contests.

18. IDENTITY OF ENTRANT

If a dispute arises regarding the identity of any online Entrant, the online entry will be deemed to have been submitted by the authorized account holder of the Social Media account provided at the time of entry. The individual assigned to the Social Media account by the organization responsible for assigning Social Media accounts for the domain associated with the submitted Social Media account, is considered the authorized account holder. A selected Entrant may be required to provide proof that he or she is the authorized account holder of the Social Media account associated with the selected entry. All online entries must be submitted from a valid Social Media account. If the name of the authorized Social Media account holder does not accord with the full name of the Entrant, the entry may be disqualified at the Town's sole and absolute discretion.

19. INTELLECTUAL PROPERTY

All intellectual property, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Town or Twitter, as the case may be. All rights are reserved. Unauthorized copying or use of any copyrighted material or

intellectual property without the express written consent of its owner is strictly prohibited.

Twitter and the Twitter logo are trademarks of Twitter, Inc. or its affiliates. Facebook and the Facebook logo are trademarks of Facebook, Inc. or its affiliates.

By entering these Contests, Entrants represent and warrant that their entries and any other content that they submit for the purposes of these Contests constitute original material that they have the right to use and/or material in the public domain that does not infringe the intellectual property or other proprietary or legal rights of any third party in any way. By entering, Entrants agree to and do release, discharge, and hold the Town harmless from any and all damages arising from: (a) the Entrant's use, misuse, or possession of any material or content belonging to or infringing the rights of any third party; (b) the Entrant's acceptance, use, misuse, or possession of a contest prize; and (c) the Town's use of the winner's name, email address, Social Media account username, or likeness.

All entries related to these Contests become the sole property of the Town and will not be returned. Submission of any entry and participation by an Entrant in these Contests grants the Town the right to publish, use, adapt, edit, and/or modify such entry in any manner, in commerce and in any and all media, without limitation, and without the payment of consideration to the Entrant.

20. LANGUAGE DISCREPANCY

In the event of any discrepancy or inconsistency between the terms and conditions of these contest rules and disclosures or other statements contained in any contest-related materials, including, but not limited to, print or online advertising, the terms and conditions of these contest rules shall prevail, govern, and control.