COMMUNITY STRATEGIC PLAN SURVEY
CONTEST RULES

This Contest is open to residents
of Whitby, Ontario only and is governed by the laws of Canada

The Corporate Communications Community Strategic Plan Survey Contest (the "**Contest**") is presented and administrated by The Corporation of the Town of Whitby (the "**Town**").

1. ELIGIBILITY

The Contest is open to residents of Whitby, Ontario who are 18 years of age or older at the time of entering the Contest (individually "**Entrant**" and collectively "**Entrants**").

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

2. CONTEST PERIOD

The Contest starts at **12:01 a.m.** on **February 21, 2023**, and continues until **March 12, 2023 at 11:59 p.m.** (the "**Contest Closing Date**"). All times are Eastern Daylight Times.

3. HOW TO ENTER

Entrants must **COMPLETE THE COMMUNITY STRATEGIC PLAN SURVEY** found on the Connect Whitby platform (ConnectWhitby.ca/communityplan) (the "**Entry**").

Limit of one (1) Entry per Email. Any Entrant found to use multiple accounts to enter will be disqualified from the Contest. No purchase necessary. Any attempt or suspected attempt to enter the Contest 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 this Contest will be the Contest server machine(s).

4. PRIZE

Entrants are eligible to win **one (1) of the following six (6)** prizes:

1. A one (1) year Health Club membership at the Civic Recreation Complex (approx. retail value: $515.00 CAD)
2. One of two three (3) month Health Club memberships at the Civic Recreation Complex (approx. retail value: $200.00 CAD each)
3. One of three Family Game Night Packages (incl. Whitby-Opoly, Town of Whitby branded blanket and tumblers) (approx. retail value: $113.00 CAD each)

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 prize and are the winner's sole responsibility.

The Contest prize 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 Contest. No financial compensation will be made or required if actual prize value is lower than the prize value quoted in these rules.

5. DRAW

A random draw from all eligible entries received will be made by a representative of the Town, or by an independent agency mandated by the Town, at a time during regular business hours, on March 22, 2023 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 Entrant will be contacted at the email account from which their entry was submitted.

6. CONFIRMATION OF WINNER

The selected Entrant will be disqualified and required to forfeit any claim on a Contest prize if they 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 they have been selected to receive the prize, the selected Entrant must claim the Contest prize within seven (7) business days from the receipt of the notification.

7. DETERMINATION OF WINNER

To be declared a winner, the Entrant will be selected at random and must 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 this Contest 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 their 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 the Contest 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 the Contest, and all of its elected and appointed officials, employees, and agents (collectively the "**Releasees**") from and against all liability in connection with the Contest and/or the awarding and/or use of the Contest prize.

12. LIMITATION OF LIABILITY

The Releasees do not assume any responsibility, and each Entrant releases the Releasees 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 the Contest and the Contest prize, including, without

limitation: the administration of the Contest; the selection and confirmation of the Contest winner; the arranging, awarding and use of the Contest prize; the printing or advertising of the Contest; 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 the Contest; and, any printing or typographical errors in any materials associated with the Contest.

13. CONTEST RULES AND APPLICABLE LAWS

The Contest 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 the Contest. The terms of the Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is 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 this Contest, 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, Facebook 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 the Contest. All personally identifiable information collected during the Entrant's participation in the Contest will be collected and used by the Town for the proper administration and fulfillment of the Contest, 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 this Contest 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 the Contest is 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 the Contest and/or conduct a random draw from all previously received eligible entries.

16. PRIZE PROVIDED “AS IS”

Except as expressly warranted herein, the Contest prize is 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 the Contest 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 the Contest. Any attempt by an Entrant or any other individual to undermine the legitimate operation of this Contest 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 this Contest 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 email account provided at the time of entry. The individual assigned to the email account by the organization responsible for assigning email accounts for the domain associated with the submitted email account, is considered the authorized account holder. A selected Entrant may be required to provide proof that they are the authorized account holder of the email account associated with the selected Entry. All online entries must be submitted from a valid email account. If the name of the authorized email 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. 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.

By entering the Contest, Entrants represent and warrant that their entries and any other content that they submit for the purposes of the Contest 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 Town 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 the Contest prize; and (c) the Town's use of the winner's name, email address, or likeness.

All entries related to the Contest become the sole property of the Town and will not be returned. Submission of any Entry and participation by an Entrant in the Contest 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.