

# CONTEST RULES AND REGULATIONS

## Urban Forest Management Plan Art Contest

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THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTESTS, PRIZE DRAWS AND GIVEAWAYS (EACH A “CONTEST” AND COLLECTIVELY THE “CONTESTS”) ADMINISTERED BY THE CITY OF VAUGHAN. THE CONTESTS ARE INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE LAW OF ONTARIO AND APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTESTS CONSTITUTES FULL AND UNCONDITIONAL ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

**1. To be eligible** to enter a Contest, an individual must:

- Not be employed by the City of Vaughan
- Complete and submit artwork to the Urban Forest Management Plan art contest to the satisfaction of the City of Vaughan by Friday, April 28, 2023 at 11:59 PM Eastern Standard Time (EST).

The City of Vaughan shall have the right at any time to require proof of identity and/or eligibility to participate in the Contests. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the City of Vaughan for the purpose of the Contests must be truthful, complete, accurate and in no way misleading. The City of Vaughan reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. CONTEST PERIODS.**

- The Contest will run from Tuesday, March 21, 2023, 1:00 PM EST, to Friday, April 28, 2023, 11:59 PM EST. There will be three (3) prizes awarded on Monday, May 29, 2023. At this point, the Contest period will end.

**3. HOW TO ENTER.**

- There is no purchase necessary to enter the Contest. To enter the Contest, an individual must submit their artwork to the Urban Forest Management Plan art contest to the satisfaction of the City of Vaughan and provide a first name, last name and email address to the following webpage: <https://1.shortstack.com/fZ8jSM>; no group or team Contest entries, only one (1) entry per person.

- Submissions of artwork can include drawings, paintings, sculptures or photographs.
- Winners will be contacted by the City of Vaughan via e-mail with instructions on how to claim the prize.
- Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the City of Vaughan. Any unused portion of a prize will be forfeited and have no cash value. The City of Vaughan reserves the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.
- The City of Vaughan shall not assume any liability for lost, damaged or misdirected prizes.

#### 4. PRIZE CONDITIONS.

- All incidental costs and expenses not specifically referred to herein as part of the prize description (the “Expenses”) are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from the City of Vaughan.

#### 5. WINNER SELECTION.

- Following the end of the applicable Contest Period, the City of Vaughan will select three (3) entrants from all eligible contest participants. The entrants will be selected by a panel of four (4) judges who will select a winner according to the following selection criteria:
  - i. **Communicates theme (“trees”)**: the artwork appears to be designed with the theme in mind, there is clarity and unity in the way the theme is conveyed through the artwork, and the theme is interpreted creatively.
  - ii. **Reflects the City of Vaughan**: the artwork reflects the City of Vaughan without needing an explanation from the artist.
  - iii. **Creativity/originality**: the artwork shows creative thought and original ideas and appears to be new, fresh or different in an appealing way.
- The selected winners will be awarded a first, second or third place. The prize allocation will be dependent on whether the entrant is awarded first, second or third place:
  - i. **First place**: The entrant’s artwork awarded first place will be featured on the front page and throughout the City of Vaughan’s Urban Forest Management Plan and will receive a tree dedication as part of the City’s Tree and Bench Dedication program.
  - ii. **Second place**: The entrant’s artwork awarded second place will be featured throughout the City of Vaughan’s Urban Forest Management Plan and will receive an eco-friendly prize pack with an approximate retail value of \$50.

- iii. **Third place:** The entrant's artwork awarded third place will be featured throughout the City of Vaughan's Urban Forest Management Plan and will receive an eco-friendly prize pack with an approximate retail value of \$50.
- The odds of being selected as a potential winner are dependent upon the number of eligible contest participants.
  - If, as a result of an error relating to the entry process, drawing or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.
  - Selected entrant(s) will be contacted via e-mail by the City of Vaughan to advise they have been selected and provided instructions on how to claim their prize. Winners will 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.
  - If the selected entrants do not respond within ten (10) business days of notification, the individual will be disqualified and will not receive a prize and another entrant may be selected (as determined by the City of Vaughan in its sole discretion) until such time as an entrant satisfies the terms set out herein. The City of Vaughan is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the City of Vaughan to receive a selected entrant's response.

## 6. INDEMNIFICATION BY ENTRANT.

- By entering this Contest, entrant(s) agree to release and hold the City of Vaughan harmless from any and all liability for any injuries, loss or damage of any kind to the entrant(s) or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each entrant agrees to fully indemnify the City of Vaughan from any and all claims by third parties relating to the Contest, without limitation.
- Winners (and if applicable, any guest of the winner) may be required to execute a legal agreement and release ("Release") that confirms the individual's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of the City of Vaughan from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties

arising therefrom. The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected individual(s) will be disqualified and any rights the individual may have to the prize will be forfeited.

## 7. LIMITATION OF LIABILITY.

- The City of Vaughan assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The City of Vaughan is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The City of Vaughan assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The City of Vaughan is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The City of Vaughan is not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. The City of Vaughan assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the City of Vaughan, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website.
- By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of the City of Vaughan, which shall be final and binding in all respects. The City of Vaughan reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general

rules or guidelines of any the City of Vaughan's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

#### **8. PRIVACY/USE OF PERSONAL INFORMATION.**

- By entering the Contest, each entrant:
  - i. grants to the City of Vaughan (including Parks, Forestry and Horticulture Operations) the right to use his/her Personal Information for the purpose of administering the Contest. This includes but is not limited to contacting the winners and co-ordinating the provision of the Contest prize. The City of Vaughan will use each entrant's Personal Information only for identified purposes and protect each entrant's Personal Information in a manner that is consistent with the City of Vaughan's Privacy Policies. For any questions, please contact the City of Vaughan's Urban Forestry team in the Parks, Forestry and Horticulture department at: [miles.peart@vaughan.ca](mailto:miles.peart@vaughan.ca); and
  - ii. consents to grant the City of Vaughan and its corporations the right to publish any artwork as submitted as part of the entry into the Contest, whether or not they are chosen as a contest winner. If the entrant is under the age of 18 on the date of entry into the Contest, the parent or guardian, on behalf of their child, consents to grant the right to publish any artwork as submitted as part of the entry into the Contest.

#### **9. INTELLECTUAL PROPERTY.**

- All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the City of Vaughan and/or their affiliates. 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.

#### **10. TERMINATION.**

- The City of Vaughan reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

#### **11. THESE ARE THE OFFICIAL CONTEST RULES.**

- The Contests are subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over

the City of Vaughan and/or the Contests. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the City of Vaughan in connection with the Contests shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

## **12. LANGUAGE DISCREPANCY.**

- In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.