

**“#Heads Up Halifax” Contest 2017
(the “Contest”)
Official Rules**

Enter to win an iPad mini

1) Eligibility

- a) The Contest is free to enter (no purchase necessary) and open to all residents of the Halifax Regional Municipality, 19 years of age or older.
- b) The following individuals and their household members (whether or not related) are not eligible to enter the Contest: employees of the Halifax Regional Municipality and members of Halifax Regional Council.
- c) The Municipality shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to the Municipality for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Municipality reserves the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2) How to Enter

- a) The Contest period (the “Contest Period”) begins at 9:00 a.m. Atlantic Time on Monday, November 6, 2017 and ends at 11:59 p.m. on Monday, December 4, 2017.
- b) Limit of one (1) entry per person/Twitter account/Instagram account/Facebook account, per Contest Period. Where more than one entry is received, only the first entry received from that person will be considered.
- c) Residents of the Halifax Regional Municipality may participate in the Contest by submitting a video or picture which shares tips and examples of how crosswalks can be safer for everyone using the hashtags “HeadsUpHalifax” and “Contest” (the “Submission”) as follows:
 - i) To enter via Twitter, you must have a valid, public (i.e. not “protected”) Twitter account. Your submission must contain the hashtags “#HeadsUpHalifax” and

“#Contest”, such tweet to be in compliance with these Contest Rules and the Twitter Terms of Service available at <http://twitter.com/tos>. Only publically viewable tweets containing the hashtags will be considered valid entries.

- ii) To enter via Instagram, you must have a valid, public Instagram account. Your submission must contain the hashtags “#HeadsUpHalifax” and “#Contest”, such post to be in compliance with these Contest Rules and Instagram Terms of Use available at <https://help.instagram.com/478745558852511>. Only publically viewable posts containing the hashtags will be considered valid entries.
- iii) To enter via Facebook, you must have a valid Facebook account, and your submission must be “public”. Your submission must contain the hashtags “##HeadsUpHalifax” and “#Contest”, such post to be in compliance with these Contest Rules and the Facebook Statement of Rights and Responsibilities available at <https://www.facebook.com/terms>. Only publically viewable posts containing the hashtags will be considered valid entries.

3) Submissions

- a) By participating in the Contest, each entrant warrants and represents that his or her submission:
 - i) is original to the entrant and that the entrant has obtained all necessary rights in and to the submission (including, but not limited to, for the use of any photograph or music) for the purpose of entering the contest;
 - ii) does not violate any laws;
 - iii) does not contain any reference to or likeness of an identifiable third party, unless consent has been obtained from the third party;
 - iv) does not contain any reference to or likeness of an individual under the age of 19 years;
 - v) does not contain the personal information of individuals, including without limitation addresses or telephone numbers.
 - vi) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party;
 - vii) does not contain any material that is libelous, defamatory, profane or obscene.
- b) Any submission that does not comply with the foregoing, as determined in the sole discretion of the Municipality, will be disqualified and eliminated from consideration.

- c) The Municipality may reject any submission it deems inappropriate. Any inappropriate images may be removed by the Municipality, and all submissions from that entrant will be automatically disqualified from the contest.
- d) The Municipality assumes no responsibility for lost, late, or misdirected entries or for any human, computer, online, telephone, or technical malfunctions that may occur, or for any printing or typographical errors in any materials associated with the Contest. Late, lost or misdirected submissions will not be considered.

4) Publication, License, Release and Indemnification

a) By participating in the Contest, each entrant:

- i) represents and warrants that his/her submission is an original work of authorship and that he/she owns all right, title and interest in and to the submission as of the date of submission or has all necessary rights, authorizations, and/or assignments to submit it and the express permission of all individuals and the rights necessary to use all content and materials embodied in the submission and to submit it for possible use as provided herein;
- ii) grants to the Municipality the perpetual, unlimited, and irrevocable right and licence to use, license, edit, modify, duplicate and/or create derivative works from his/her submission, including, but not limited to, the right for the Municipality to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the submission via the internet or any other interactive media, on television, and/or in print, and without limitation and without payment of any compensation or notice of any kind to the entrant, on its own or as part of any audiovisual or other production, for any advertising, marketing, publicizing or promotional purposes and in any materials related thereto, and for any other purpose whatsoever;
- iii) releases the Municipality from any claims, demands, losses and liabilities of any nature arising out of or in any way connected with the submission , and the use thereof as permitted hereunder, including, but not limited to, infringement of intellectual property rights, rights of personality, publicity or privacy;
- iv) agrees to indemnify and hold harmless the Municipality from and against any claim or action brought by a person whose consent was not obtained by the entrant or by any person claiming its intellectual property rights, including without limitation, copyright, moral rights, trademark rights, or its personality or privacy rights; and

v) confirms the entrant's waiver of all moral rights in respect of the submission.

5) Prize Description

- a) One (1) iPad mini.
- b) Odds of winning depend on the number of eligible entries received for the Contest.
- c) Prizes must be accepted as awarded. No assignment, transfer, or substitution of prize is permitted, except that the Municipality reserves the right to substitute a prize of comparable or greater value at its sole and absolute discretion, for whatever reason.
- d) Prizes may not be exactly as advertised, and are provided "as is" without further warranty of any kind.

6) Awarding of Prizes

- a) One potential winner for the Entry Period will be chosen by one random draw on Wednesday, December 6, 2017.
- b) Each potential winner selected in accordance with these Official Rules for the Entry Period will be notified as follows:
 - i) If the potential winner's submission was submitted via Twitter/Instagram/Facebook, the potential winner will be notified via Direct Message to the potential winner's Twitter/Instagram/Facebook account provided at the time of entry and will be required to privately (through Direct Message to the Municipality's Twitter or Facebook account, email, or other secure, private means), provide his/her name and telephone number. The potential winner will then be contacted by the Municipality at this telephone number to determine if he/she is eligible in the sole discretion of the Municipality.
 - ii) In the event that any potential winner does not respond to such notification within three (3) business days, or declines a prize for any reason, he/she will be disqualified, the prize will be forfeited and, and at the Municipality's discretion and time permitting, an alternate potential winner may be selected from among all remaining eligible submission received for the Entry Period.
- c) To be declared a winner and claim the prize awarded, the potential winner must:

- i) Be eligible according to these Official Rules;
 - ii) Successfully answer, unaided, a mathematical skill-testing question; and
 - iii) Sign a standard Declaration and Release form:
 - (1) Confirming compliance with the Official Rules;
 - (2) Permitting the Municipality to use his or her name, city of residence, and photograph; and
 - (3) Releasing the Municipality from all liability relating to the contest.
- d) The potential winner will have three (3) business days from the date of receipt to return a signed copy of the Declaration and Release form to the Municipality. If he or she does not, another potential winner may be selected from among the remaining eligible submissions received during the Entry Period.

7) General Contest Terms and Conditions

- a) The Municipality reserves the right, in its sole discretion, to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice.
- b) The Municipality reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest, or to be acting in violation of the Official Rules. Any use of robotic, automatic, programmed, or like entry methods will void all such entries by such methods.
- c) All submissions must include a valid Twitter, Instagram, or Facebook account for the entrant. In the event of a dispute as to the identity or eligibility of any potential winner based on an online submission, the winning submission will be declared made by the Authorized Account Holder (defined below) of the Twitter, Instagram or Facebook account used, at the time of entry, provided such Authorized Account Holder is eligible according to these Official Rules. A potential winner may be required to provide proof that he/she is the applicable Authorized Account Holder, the sufficiency of such proof to be determined in the absolute discretion of the Municipality. The Authorized Account Holder is defined as the natural person who is assigned the applicable Twitter, Instagram, or Facebook account by Twitter, Inc., Instagram, LLC, or Facebook, Inc.
- d) This contest is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or Instagram. Any questions, comments or complaints regarding the contest should be directed to the Municipality and not to Twitter, Facebook, or Instagram.

- e) By participating in the Contest, the entrant agrees to release the Municipality, its Mayor, Councillors, officers, employees and representatives, and Instagram, LLC, Facebook, Inc., and Twitter, Inc. from any and all liability for any loss, harm, damages, costs or expenses, arising out of, or in any way related to, directly or indirectly, the Contest, including, without limitation those arising from the entrant's participation in the Contest, acceptance of the prize, and claims including those based on publicity rights, defamation or invasion of privacy.
- f) By accepting a prize, each winner consents to the use of his or her name, city of residence, photograph and/or image on videotape for publicity purposes in the media, including on the Municipality's websites, without additional compensation.
- g) Entrant agrees to indemnify and hold the Municipality harmless from any and all claims regarding the use, exploitation and/or misappropriation of their submission. Entry in the contest constitutes permission to edit, modify, adapt, publicize and otherwise use the submission in any way without compensation.
- h) This Contest is governed by, and these rules will be construed and interpreted pursuant to, the laws of the Province of Nova Scotia and the laws of Canada applicable therein.
- i) In accordance with Section 485 of the *Municipal Government Act* (MGA), the personal information collected to administer this contest will be used by Municipal staff for the purposes of prize selection in the contest and promotional activities. If you have any questions about the collection and use of this information, please contact the Access & Privacy Office at 902-490-4390 or accessandprivacy@halifax.ca.