

## Heads Up Halifax 2021 Contest (the “Contest”)

### Official Rules

#### 1. Eligibility

- a. The contest is free to enter (no purchase necessary) and open to all residents of the Halifax Regional Municipality (the “Municipality”), 13 years of age or older.
- b. Employees of Halifax Regional Municipality and members of their household (whether or not related) are not eligible for contest entry.
- c. The Municipality will have the right at any time to require proof of identity and eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All information 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 or information.

#### 2. How to Enter

- a. The Contest period begins at 9:00am Atlantic Standard Time on 12 November 2021 and ends at 11:59pm Atlantic Standard Time on 14 November 2021.
- b. Limit of one entry per person. Where more than one entry is received, only the first entry received from that person will be considered.
- c. Limit of one entry per Facebook, Instagram, and Twitter account. Where more than one entry is received, only the first entry received from that account will be considered.
- d. To enter the contest:
  - i. If you are 18 years of age or younger, get permission from your parent or guardian to participate in the Contest.
  - ii. Take a picture which includes Heads Up Halifax branded gear, making sure there are no people in the picture.
  - iii. Write a short message about how you stay safe on roads.
  - iv. Make a post or tweet (the “Post”) that includes both your picture and message on either Facebook, Instagram, or Twitter, before the end of the Contest Period.
  - v. Your Post must include the hashtags, #headsupalifax #roadsafety #contest.
  - vi. On Facebook and Twitter, your Post must tag @hfxgov.
  - vii. On Instagram, your Post must tag @hfxmoments.
- e. Any Post which includes media which depicts any person, which does not include a road safety message and the hashtags, #headsupalifax #roadsafety #contest, or which does not tag the applicable Municipality account, will be disqualified from the Contest.
- f. To enter the contest via Twitter, you must have a valid, public (not protected) Twitter account. Your Post must be in compliance with these Contest Rules, the Twitter Terms of Service available at: <https://twitter.com/en/tos>, and the Twitter Rules and Policies available at: <https://help.twitter.com/en/rules-and-policies>
- g. To enter the contest via Instagram, you must have a valid, public Instagram account. Your Post must be in compliance with these Contest Rules, the Instagram Terms of Use

available at: <https://help.instagram.com/581066165581870>, and the Instagram Community Guidelines available at: <https://help.instagram.com/477434105621119/>

- h. To enter the contest via Facebook, you must have a valid Facebook account and your Post must be publicly viewable. Your post must be in compliance with these Contest Rules, the Facebook Terms of Service available at: <https://www.facebook.com/legal/terms>, and the Facebook Community Standards available at: <https://transparency.fb.com/policies/community-standards>

### 3. Entries

- a. By participating in the Contest, each entrant represents and warrants, and if the entrant is 18 years of age or younger, their parent or guardian represents and warrants, that the entrant's Post:
  - i. is an original work of authorship by the entrant, and that the entrant has obtained all necessary rights in and to the Post (including but not limited to, the use of any photograph) for the purpose of entering the contest, as of the date of entry;
  - ii. does not violate any laws;
  - iii. does not contain any references to or the likeness of any identifiable individual;
  - iv. does not contain the personal information of any individual, including without limitation, addresses or telephone numbers;
  - v. will not give rise to any claims whatsoever, including without limitation, claims based on publicity rights, intellectual property rights, defamation, invasion of privacy, or the infringement of any rights or interests of any third party; and
  - vi. does not contain any material that is libelous, defamatory, profane, or obscene.
- b. Any Post which does not comply with the foregoing or any of the Contest Rules, as determined in the sole discretion of the Municipality, will be disqualified and eliminated from consideration.
- c. The Municipality may reject any entry it deems inappropriate. Any inappropriate images may be removed by the Municipality and all entries from that entrant will be automatically disqualified from the Contest.
- d. All entries must be received by the Municipality no later than the end of the Contest Period. No responsibility is assumed by the Municipality 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.

### 4. Publication, License, Release, and Indemnification

- a. By participating in the Contest, each entrant, and if the entrant is 18 years of age or younger, each entrant's parent or guardian:
  - i. grants to the Municipality the perpetual, unlimited, and irrevocable right and license to use, license, modify, duplicate, publicize, distribute, and create derivative works from their Post and any content or material contained in the Post, including, without limitation, photographs and text, for any purpose and without compensation or further notice of any kind;

- ii. agrees to release, indemnify, and hold harmless the Halifax Regional Municipality, its Mayor, Councillors, employees, and representatives from any and all liability for any loss, damages, expenses, damage to or loss of property, or personal injury (including death), arising in whole or in part from their participation in the Contest, the acceptance, possession, use, or misuse of the prize, the use or misuse of the Post or any content contained in the Post, and claims including those based on publicity, intellectual property rights, defamation, or invasion of privacy; and
- iii. confirms the entrant's waiver of all moral rights in respect of the Post and any content included in the Post.

#### 5. Prizes

- a. Prizes include 10 Visa Gift Cards, of 100 dollars each.
- 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 any 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 any 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. For each prize, one Post (a "Selected Post") will be selected by random draw on or after 15 November 2021, from all eligible Posts received, and the person who made the Selected Post will be a "Potential Winner."
- b. Each Potential Winner will be notified as follows:
  - i. The Potential Winner will be notified via Direct Message to the Twitter, Instagram, or Facebook Account which was used to make the selected Post.
  - ii. Within 3 business days, the Potential Winner must provide privately (via direct message, email, or other secure private means), their name and telephone number.
  - iii. The Potential Winner will be contacted by the Municipality at the provided telephone number to determine if they are eligible in the sole discretion of the Municipality.
- c. To be declared a winner and claim the prize awarded, each 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. releasing the Municipality from all liability relating to the contest;
    - 3. permitting the Municipality to use their name, city of residence, and photograph; and,
    - 4. granting the Municipality the right to use the Post and any content included in the Post.

- d. If the Potential Winner fails to correctly answer the skill testing question, fails to respond to any notification or communication within 3 business days, or fails to return a signed copy of the Declaration and Release form to the Municipality within 3 business days, they will be disqualified with no recourse against the Municipality and another Potential Winner may, at the Municipality's discretion, be selected from among the remaining eligible entries.

#### 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, scripted, or like entry methods will void all such entries by such methods.
- c. By participating in this contest, the entrant agrees (or if the entrant is 18 years of age or younger, then their parent or guardian agrees) to these Official Rules and the decisions of the Municipality, which are final and binding in all respects.
- d. In the event of a dispute as to the identity or eligibility of a Potential Winner, the Authorized Account Holder for the Twitter, Instagram, or Facebook account which made the Selected Post will be deemed to be the person who made the Selected Post. If that person is eligible according to these Official Rules, they will be a Potential Winner.
- e. The Municipality may require any Potential Winner to provide proof that they are the Authorized Account Holder for any applicable Twitter, Instagram or Facebook account. The sufficiency of any such proof will be determined in the sole discretion of the Municipality. If sufficient proof is not provided, then the Municipality, in its sole discretion, may disqualify any Posts made by those applicable accounts from the Contest.
- f. The Authorized Account Holder for a Twitter, Instagram or Facebook account is defined to be the natural person who is assigned the applicable Twitter account by Twitter Inc., or the applicable Instagram or Facebook account by Facebook Inc.
- g. This contest is in no way sponsored, endorsed or administered by, or associated with, Twitter, Instagram or Facebook. Any questions, comments or complaints regarding the contest should be directed to the Municipality and not to Twitter, Instagram, or Facebook.
- h. This Contest is governed by, and these rules will be 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, SNS 1998, c 18, the personal information collected to administer this contest will only be used by Municipal staff and, if necessary, individuals under service contract with the Municipality for purposes relating to prize selection. If you have any questions about the collection and use of this information, please contact the Access & Privacy Office at 902-943-2148 or [privacy@halifax.ca](mailto:privacy@halifax.ca).