

OFFICIAL CONTEST RULES - TOURISM HAMILTON'S #MYHAMILTON USER GENERATED CAMPAIGN AND GIVEAWAY

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

1. AGREEMENT TO RULES

By participating, you (the "Entrant") agree to be fully unconditionally bound by these Official Contest Rules (the "Rules"), and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decision of the City of Hamilton, as final and binding as it relates to the content. The Tourism Hamilton's #MYHAMILTON User Generated Campaign and Giveaway (the "Contest") is subject to all federal, provincial, and local laws.

2. CONTEST DESCRIPTION

The City of Hamilton's Tourism and Culture Section is conducting a #MYHAMILTON User Generated Campaign and Giveaway, herein known as "Contest", through Tourism Hamilton. The theme of the photo Contest is to showcase the best of Hamilton and feature original, engaging photos that will inspire visitors and locals alike to visit and/or explore Hamilton, Ontario. This is a digital photo submission Contest where Entrants compete to submit a "Photo", which is defined as a digital me.jpeg, .jpg, .gif or .png, that most closely aligns to the theme.

3. ELIGIBILITY

The Contest is open only to those who are 19 years of age as of the date of entry and who sign up and submit a Photo through Contests online entry page. The Contest is only open to legal residents of the province of Ontario and is void where prohibited by law. Employees of the City of Hamilton, their respective affiliates, the Contest Judges, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. Entries are limited to individuals only; commercial enterprises and business entities are not eligible to enter the Contest. The Contest is subject to all applicable federal, provincial and local laws and regulations. In the event it is discovered that an Entrant has entered the Contest without meeting the eligibility requirements, all the Entrant's entries will be void.

4. CONTEST PERIOD

Contest entries will be accepted online starting on or about June 14, 2017 and ending on August 8, 2017. All online entries must be received by August 8, 2017, 11:59 p.m. EDT (the "Submission Deadline"). The City of Hamilton reserves the right to cancel or suspend this Contest in the event of any accident, printing, administrative, or other error of any kind without prior notice or obligation.

5. HOW TO ENTER

The Contest must be entered by visiting tourismhamilton.com/myhamilton, and completing the online Contest entry form and submitting your photo(s) by uploading your Photo. Digital entries only will be accepted. Print entries will not be accepted. Each Entrant can enter a maximum

of three (3) Photos to the Contest. The Entrant's photo submissions do not have to be submitted all at once but can be uploaded onto the Entrant's online Contest entry form throughout the term of the Contest Period. The Entrant must fulfill all the Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the City of Hamilton. The Entrant may enter the Contest only once and must fill in the information requested. Any attempt by the Entrant to obtain more than the stated maximum number of entries by using multiple/different names, email addresses, identities, registrations and logins, or any other methods or otherwise attempt to circumvent the Rules will void the Entrant's entries and eligibility to win the prize and the Entrant will be disqualified from the Contest, and, at the sole discretion of the City of Hamilton, any of the City of Hamilton's other promotions. City of Hamilton, its affiliates, advertising and promotion agencies, and the Contest Judges are not responsible for late, lost, misdirected, or delayed entries. Without limitation, the City of Hamilton, its affiliates, advertising and promotion agencies, and the Contest Judges will not be liable for the failure of any entry or Photo to be received.

6. SUBMISSION REQUIREMENTS

a. Original Creation

- a. Photos must be original photos created by the Entrant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party proprietary rights, including privacy and publicity rights (except as expressly permitted below). Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all Photos must be suitable for a global, public audience.
- b. Tourism Hamilton reserves the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria, to the intent, or to the substance of these Official Contest Rules.

b. Consent/ Privacy

- a. By submitting a Photo to the Contest, the Entrant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the Photo, and further affirms that he or she is prepared to provide reliable documentation to that effect upon request (or from the individuals' parent/legal guardian if any such individuals are considered a minor in their country of residence). The Entrant further affirms that he or she has obtained the necessary rights, licenses, consents and permissions to use all material in the Photo. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the Photo at the City of Hamilton's sole and absolute discretion. The City of Hamilton recognizes no allowance for "fair use" of copyrighted material. In the event of any question or difference of view regarding compliance with, interpretation, or application of these Submission Requirements or other provisions of these Official Contest Rules, the City of Hamilton reserves the exclusive right to resolve such questions or differences of view in their sole discretion. For a sample consent form visit <http://tourismhamilton.com/wp-content/uploads/2017/05/Permission-Form.pdf>

- c. Content Photo submissions must not contain content or images that can be considered obscene, sexually explicit, depict nudity, are profane, depict graphic violence, incite violence, or depict or incite illegal actions.. Submissions also must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to the City of Hamilton, its partners, or to groups, individuals or institutions. Determination of what is allowable content is at sole discretion of the City of Hamilton.

d. Photo Submission

- a. Entries can be uploaded electronically as .jpeg, .jpg, .gif or .png files at tourismhamilton.com/myhamilton.
- b. Digital files should be 300dpi and at least 1600 pixels wide and 1600 pixels tall.

e. Photo Editing

- a. Colour correction and tonal cast changes are acceptable; compositional changes, as well as added watermarks or signatures will result in automatic disqualification.
- b. Nothing in the photographs (people, animals, scenery, objects, etc.) may be altered, removed, augmented or rearranged.
- c. If the Contest photograph has been retouched as stated above, it will be immediately disqualified. Entries that do not meet technical requirements will be automatically rejected. If a photo is chosen as a winner, all original material, including digital capture files, must be made available to the City of Hamilton, as represented by Tourism Hamilton, as a condition of receiving a prize.

7. PRIZES

Winners will receive:

1. The First place winner for the Contest will win a total prize valued at approximately \$800, including:
 - i. a \$500 cash prize;
 - ii. a 2-night hotel weekend stay at the Sheraton Hamilton Hotel, located at 116 King Street West, Hamilton, Ontario, valued at approximate \$169 per night, subject to availability and restriction;
 - iii. gift cards for a variety of Hamilton restaurants totalling a value of \$400; and
 - iv. passes for 2 people to local Hamilton attractions valued at approximately \$300.
2. The Second place winner for the Contest will win a \$300 cash prize. One second prize in total will be awarded.
3. The Third place winner for the Contest will win a \$200 cash prize. One third prize in total will be awarded.
4. All selected finalists not chosen as First, Second and Third place winners will be awarded a \$25 cash prize.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the City of Hamilton. The City of Hamilton reserves the right to substitute a prize or a prize component with one of equal or greater quality/value. No cash or other prize substitution permitted except at the City of Hamilton's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, provincial, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of a prize constitutes permission for the City of Hamilton to use winner's name, likeness, and photo entry for purposes of advertising without further compensation, unless prohibited by law. The person submitting the photo will be considered the Entrant and will be the only person eligible to compete for the prize. In order to be eligible to win a prize, Entrant must provide accurate and complete information. Limit of one (1) prize may be awarded per Entrant. All prizes must be accepted as awarded. Prizes may not be exactly as shown. No substitutions except at the City of Hamilton's discretion. The City of Hamilton reserves the right to substitute a prize or a prize component with one of equal or greater quality/value.

8. FINALIST AND WINNER SELECTION

A qualified panel of judges appointed by the City of Hamilton (the "Contest Judges") will judge all photos submitted on the basis of adherence to Contest theme, creativity and originality, photo quality and tourism relevance (i.e., the ability to motivate permissible visitation/exploration of the Hamilton area). All judging criteria will be weighed equally on a scale of 1 to 10. In the event of a tie, the photo with the highest score in tourism relevance will be selected as a finalist. Any entry that scores below a 2 in any of the aforementioned categories will automatically be disqualified. Photos which are illegal, defamatory, or in any way obscene, all as determined solely by the City of Hamilton, will be disqualified. Using the aforementioned criteria the Contest Judges will select 10-20 finalists – variable based on number of submissions. All Entrants selected as finalists will be contacted by City of Hamilton by August 28, 2017. If an Entrant has not been contacted by this date, they may assume their entry has not been chosen as a finalist. The first, second and third prize winners will be chosen from the selected finalists by public

vote. Public vote will take place in-person at the City of Hamilton's Visitor Centre (28 James Street North, Hamilton, Ontario) during posted business hours and/or online over the September 8-10, 2017 Supercrawl weekend. Any changes to public vote are at discretion of the City of Hamilton. In the event of a tie in public voting, the entry with the highest judging score will be selected as the winner. The decisions of the Contest Judges with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal.

9. ODDS

Odds of an Entrant's Photo being selected by the Contest Judges as a finalist to be judged by the public as a winner depend on the number of eligible entries and the caliber of entries received. Odds of a Photo being selected by the public as the winner of a First, Second or Third place prize depend on the number of entries selected as a finalist and the caliber of entries received.

10. FINALIST AND WINNER NOTIFICATION

The Finalist will be notified within ten (10) calendar days following the finalist selection via email or phone at the contact information provided in the Contest form. Winners will be notified within ten (10) calendar days following the winner selection via email or phone at the contact information provided in the Contest form. The City of Hamilton shall have no liability for a finalist or winner's failure to receive notices due to finalist or winners' spam, junk e-mail or other security settings or for finalist or winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within thirty (30) business days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner may be selected. The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and provincial laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT CITY OF HAMILTON'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

11. PRIZE PICK UP

Selected winners will be required to sign and return a standard Declaration, Liability and Publicity Release, releasing the City of Hamilton, prize suppliers, and their respective advertising and promotional agencies, and the Contest judges, from any all liability arising directly or indirectly from this Contest, participation in Contest related activities, the awarding of a prize, and the use or misuse of any prize. Winners and Finalists must pick up prizes within thirty (30) business days from the time award notification was sent and must use non-monetary prizes within three hundred and sixty-five (365) calendar days from the time notification is sent to the Entrant by the City of Hamilton that they have been awarded a prize.

12. RIGHTS GRANTED BY YOU

By entering this Content you understand that City of Hamilton, anyone acting on behalf of the City of Hamilton, or its respective successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, your photo submissions, the finalist and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and

biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

13. INTELLECTUAL PROPERTY RIGHTS

By entering the Contest, you grant the City of Hamilton the intellectual property rights of the photo(s) you have submitted and the right in perpetuity to publish and use your submitted Photo, as is or in an altered form as may be edited by the City of Hamilton at its sole discretion, in any media, worldwide in perpetuity. Entrants agree to waive all moral rights in and to the Photo in favour of the City of Hamilton.

14. TERMS

The City of Hamilton reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, the City of Hamilton may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the City of Hamilton. The City of Hamilton reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Rules. The City of Hamilton, has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an Entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, the City of Hamilton reserves the right to seek damages from any such person to the fullest extent permitted by law.

15. LIMITATION OF LIABILITY

By entering you agree to release and hold harmless the City of Hamilton and its officials, officers, directors, employees, agents, affiliates, and representatives from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such Entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

16. DISPUTES

THIS CONTEST IS GOVERNED BY THE LAWS OF CANADA AND ONTARIO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, the Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having jurisdiction. Further, in any such dispute, under no circumstances will the Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable

lawyers' fees, other than the Entrant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and the Entrant further waives all rights to have damages multiplied or increased.

17. **PRIVACY POLICY**

Information submitted with an entry is subject to the Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”) and the Personal Information Protection and Electronic Documents Act, 2000, c. 5. as well as the City of Hamilton’s obligations thereunder.

18. **WINNERS LIST**

To obtain a copy of the winner's name or a copy of these Official Contest Rules, email or mail your request to:

City of Hamilton Attention: Creative Industries and Cultural Development 28 James Street North P.O. Box 2040 Hamilton, Ontario, Canada L8P 4Y5 tourism@hamilton.ca

Requests must be received no later than October 30, 2017.

19. **Contest Organizer**

The organizer of the Contest is the City of Hamilton:

City of Hamilton 71 Main Street West Hamilton, Ontario, Canada L8P 4Y5