- 1. Agreement: These rules govern the Hamilton Spectator's Newspaper in Education Program's "Design-a-Dress" contest (the "Contest"). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of the Contest rules and the decisions of the Sponsor and the Contest judges, which decisions shall be final and binding on all entrants.
- 2. Sponsors: The Contest sponsor is The Hamilton Spectator, a publication of Metroland Media Group Ltd. ("Sponsor").
  - 3. Eligibility: The Contest is open to Ontario high school students who are: (i) enrolled in a senior high school fashion class at a school that has registered for The Hamilton Spectator's Newspaper in Education Program entitled 'Design-a-Dress' (each, a "Participating School") at the start of the Contest period; and (ii) whose design has been selected by the Participating School for submission to the Contest. Notwithstanding the above, the Contest is not open to employees, their immediate families (i.e. spouses or biological, step or adoptive parents, children or siblings) and anyone domiciled with any employee of the Sponsor or any of its affiliates, subsidiaries, representatives, agents, (including advertising or promotional agencies) or fulfillment houses. Limit of one (1) entry per person and three (3) entries per Participating School. Incomplete or illegible entries will not be accepted and will be disqualified.
  - 4. Contest: The Contest begins at November 6, 2017 at 9:00 a.m. ET and ends on December 7, 2017at 5 p.m. ET (the "Contest Period"). In order to enter the contest and qualify, during the Contest Period,
    - a. Each Participating School may select up to three (3) students/student teams who have designed and constructed a semi-formal or formal dress made only of print editions of The Hamilton Spectator, to submit their design for entry into the Contest;
    - b. Once a student/student team has been selected by a Participating School, his/her teacher must email photographs of the selected dresses together with the designer's/designing team members names, school, grade, and teacher to Joanne Walmsley at The Hamilton Spectator (<a href="mailto:jwalmsley@thespec.com">jwalmsley@thespec.com</a>.) Each entrant who is selected as a winner and who is under the age of 18 must have the consent of his/her parent or legal guardian to have their name, grade and school name published along with a photograph of the dress he/she designed. A consent form will be emailed to the teacher(s) of winning entrants. The teacher will, in turn ask the parent or legal guardian to sign the form. If a parent or legal guardian does not provide consent, the entry will be disqualified. All entries must be received by December 7, 2017 at 5 p.m. ET. Proof of mailing does not constitute proof or receipt. Sponsor is not responsible for lost or delayed entries or for email service disruptions or, errors.

The submitted entries will be judged by a panel of three (3) members of the Sponsor's staff. Each member of the panel will use the same judging criteria to evaluate the submitted designs. The judging criteria can be found at the end of this document. In the event of a tie, a fourth judge will be selected and will use the same judging criteria to evaluate the tied designs. The teacher of each winner will be contacted by email by a representative of the Sponsor on December 18, 2017and must reply within 48 hours to maintain eligibility. If the teacher of the potential winner does not reply within this time frame or, incorrectly answers the skill-testing question such potential winner will be disqualified, his/her entry will be declared null and void and the Sponsor reserves the right, in its sole and absolute discretion,

to select another judged entry, in which event these provisions shall apply to such other eligible entry. To be eligible, an entry must be the entrant's original submission and may not have been entered in any other contest or won any other prize. Sponsor reserves the right to reject, remove and disqualify any submissions that could be offensive or inappropriate or that do not meet the terms and conditions of these rules. In order to be eligible to win, the teacher of each potential winner must correctly answer a time limited mathematical skill-testing question, without assistance or mechanical or electronic aid.

- 5. Prize: A total of three (3) prizes are available to be won each consisting of a cash prize for the winning designers and a donation to the winning designers' classroom. Approximate retail value of prizes are as follows. First prize \$150 CDN for designer(s) and \$50 donation to the classroom of the winning designer(s); Second prize \$125 CDN for designer(s) and \$50 donation to the classroom of the winning designer(s); Third prize \$100.00 CDN awarded to designer(s) and \$50 donation to the classroom of the winning designer(s). In accordance with Metroland Media accounting practices, prizes will be in the form of a cheque made out to the school of the winning designers. Cheques will be mailed to the winner's school care of the winner's teacher.
- 6. Release, Licence to Use Copyright and Waiver of Moral Rights: By entering the Contest, each entrant, as well as his/her parent or legal guardian if the entrant is under the age of 18, irrevocably:
  - (a) authorizes the Sponsor to use his/her Contest entry, including without limitation the entrant's name, city and province/territory of residence, photographs of the winning dress and statements (together, "Material") in connection with its business, including without limitation for this Contest or for general advertising and promotional purposes, in any and all forms of media now owned or hereafter invented, without further notice, review, approval, consent or compensation;
  - (b) grants Sponsor a perpetual, irrevocable, worldwide, royalty-free non-exclusive license to publish, use, reproduce, copy, display, distribute, edit or modify any entrant's Material in connection with this Contest, other marketing and advertising purposes, or for any other reason or purpose, and each entrant waives any and all moral rights he/she may have in any Material submitted. Each entrant or parent or guardian of an entrant if under the age of 18, agrees to complete and sign all documents necessary to confirm the rights granted under these official rules; and
  - (c) consents to the use of the Material in advertisements for the Sponsor, and to the posting of his or her Material online on Sponsor's and the Sponsor's affiliates' and related companies' websites and in social media without any further notice, review, approval, consent or compensation. In addition, the entrant or the parent or legal guardian for each entrant under the age of 18, acknowledges and agrees that publishing Material in print and posting Material online brings that Material within public view, and the Sponsor will not be held liable for any copying, reproducing, re-posting, or unlawful use of any published or posted Material, or any other injury, damage or loss to any entrant or any other person that may result.

As a condition of being declared a winner and prior to being awarded the prize, each potential winner or the parent or legal guardian of the potential winner if under the age of 18, will be required to sign a declaration of eligibility and release form (i) releasing the Sponsor from any and all liability in connection with the Contest and/or the prize; (ii) confirming compliance with these Contest rules; (iii) consenting to the use of the entrant's first name and last initial, school, grade, and Material, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor and/or its advertising and promotional agencies; and (iv)

assigning any intellectual property rights, including copyright, in the Material to the Sponsor and waiving the entrant's moral rights in the Material. Each potential winner or parent or legal guardian of the potential winner if under the age of 18, may also be required to sign confirmation and release forms from any prize supplier, their related parties and/or third party contractors.

- 7. Indemnity: By participating in this Contest, you agree to defend, indemnify and hold harmless the Sponsor, and its parent, subsidiaries, affiliates and/or related companies and licensees and each of their officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising, media buyers and promotional agencies (the "Released Parties") from any and all damages, injuries, claims, suits, actions, causes of action, costs, expenses, liabilities or losses of any kind (including but not limited to lawyers' fees) arising out of or relating to your participation in the Contest; your receipt, use or misuse of any prize; your violation of any term of these Contest rules; your violation of any third party right, including without limitation any copyright, property, or privacy right; or any claim that your submission caused any type of damage to a third party.
  - 8. Privacy: We use your personal contact information to administer this Contest, including contacting, announcing and promoting prizewinners, as well as publishing your name as prize winner in The Hamilton Spectator, and may transfer your personal information to third party service providers (including but not limited to prize suppliers) in order to perform services such as prize fulfillment and delivery. The Contest is run in compliance with the Metroland Media Group privacy code, which may be found in full at http://www.metroland.com/privacy-policy.
- 9. Banning: The Sponsor may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the rules. Such abuse includes but is not limited to entering false information and entering more than once.
- 10. Other: Odds of winning depend on the number and caliber of eligible entries received. This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Sponsor reserves the right to cancel or modify the Contest or the Contest rules at any time without notice. All prizes must be accepted as awarded, are nontransferable and are not convertible to cash. The Sponsor reserves the right to substitute any prize or portion of the prize with a prize of equal or greater value. All prizes are awarded as-is and no warranties or guarantees are implied or expressed. The Sponsor is not liable for any lost, late, misdirected or stolen entries or the inability to process entries, or any errors, injury, damage or negligence that may arise in connection with this Contest, including without limitation any technical issues or failures on any website or software, viruses, website disruptions, malfunctions or down-time, human error, personal injury or property damage incurred by any Contest entrant. The Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using such assistance. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

## **Judging Criteria for Design-a-Dress**

Name of Designer(s)

School Name

Component	Marks
Elements of Design  Attention has been paid to incorporating the elements of	/15
design (shape, line, texture, colour) by manipulating the newspaper in at least 3 different ways (ie., folding, pleating, scrunching, ripping, curling, fringing, shredding, layering, weaving).	
Principles of Design	
Attention is paid to the principles of design (balance, emphasis, rhythm, harmony, proportion) so that the dress is pleasing to the eye.	/10
Accessories and Fine details	/5
At least one accessory is included in the design and it complements the dress.	
Any newspaper notions / fine details (i.e., flowers, pom poms, ribbons) used add to the dress rather than detracting from the overall design.	
Mechanics of the Dress	/5
<ul> <li>dress is made completely from newspaper (ie., no use of sequins, glitter, paint or other notions)</li> <li>dress is clean and neat</li> <li>all tape/glue/pins are hidden</li> </ul>	
Overall Impression	/15
Comments	