

## SOUTH SIMCOE HALL OF FAME 2016 CONTEST RULES

1. **Agreement:** These rules govern the South Simcoe Hall of Fame 2016 Contest (the “Contest”). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of these Contest rules and the decisions of the Sponsor and the Contest judges, which decisions shall be final and binding upon all entrants.
2. **Sponsor:** The Contest Sponsor is Metroland Media Group Ltd. (the “Sponsor”).
3. **Eligibility:** The Contest is open to residents New Tecumseth, Adjala Tosorontio Township and Essa Township, Ontario except for 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 and its affiliates, subsidiaries, advertising or promotional agencies, or fulfilment houses. Limit of one (1) entry per person. Incomplete or illegible entries, bulk drop offs, photocopies, facsimiles or other mechanically reproduced entries will not be accepted and will be disqualified.
4. **Contest:** To enter the Contest, visit [www.simcoe.com](http://www.simcoe.com), read these contest rules, and follow the instructions to complete and submit the online Contest entry/Nomination form OR drop by our office at 169 Dufferin St. S., Alliston, ON to pick up, fill out and return a completed contest entry/nomination form. Tell us in 250 words or less (i) who you are nominating as an hero; (ii) and why they deserve to be recognized by the end of the Contest Period (the “Nomination”). Keep the Judging Criteria (see section 5 below) in mind as you write your Nomination! The Contest Period begins at 9 a.m. ET on March 10, 2016 and ends at 5 p.m. ET on May 27, 2016. In order to be eligible for judging and to win, a Nomination must be received by 5 p.m. ET on May 27, 2016. By entering this Contest, you acknowledge and agree that all entries become the property of the Sponsor and will not be returned or acknowledged. Proof of submission is not proof of receipt. Sponsor reserves the right to examine any source material in order to confirm compliance with these rules.

To be eligible, each Nomination must be the submitter’s original work, may not have been entered in any other contest, won any other prize or have been previously published in any other medium. In connection with your Nomination, you affirm, represent and/or warrant that: (i) you own or have the necessary licenses, rights, consents and permissions to use and authorize Sponsor to use all copyright, trademark or other proprietary rights in and to your Nomination to enable inclusion and use of the Nomination in the manner contemplated by these Contest rules; (ii) your Nomination does not violate any law, statute, ordinance or regulation, will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and if applicable, you have the written consent, release and/or permission of each and every identifiable individual person in the Nomination to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Nomination in the matter contemplated by these Contest rules. The Nomination must not, in the sole and unfettered discretion of the Sponsor, be defamatory, trade libelous, provocative, pornographic or obscene, or contain, include, discuss or involve, without limitation, any of the following: crude, vulgar or offensive language and/or symbols; derogatory or discriminatory characterizations of any individual or ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; other than the name of the person you are nominating, for which you have obtained consent as outlined in (ii) above, the personal information of any individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); any identifiable third party products, trade-marks, brands and/or logos, other than those of

Sponsor; or conduct or other activities in violation of these Rules. Sponsor reserves the right to reject, remove, alter or disqualify any Nomination that in their sole discretion could be offensive or inappropriate or that do not meet the terms and conditions of these rules.

- 5. Judging:** Eligible entries will be judged by a panel of judges starting on May 27, 2016. The decisions of the Contest judges are final and binding in respect of any matter relating to this Contest.

Entries will be judged based upon the nominee's community involvement. In the event of a tie, the entry with the highest score in community involvement will be selected (the "Judging Criteria"). From all eligible entries, the Contest judges will select five (5) potential winners.

Upon completion of the judging, the potential winners will be contacted by telephone or email by a representative of the Sponsor. In order to maintain eligibility, the potential winner must reply within 48 hours. If the potential winner cannot be contacted within this time period or fails to respond to any attempted contact, such potential winner may be disqualified, his/her nomination will be declared null and void and the Sponsor reserves the right, in its sole and absolute discretion, to select another eligible entry according to the Judging Criteria, in which event these provisions shall apply to such other eligible entry.

- 6. Prize:** A total of five (5) prizes are available to be won, each consisting of tickets for the nominees to attend a gala dinner (see details below) and a chance for the nominee to appear in an article on Simcoe.com and in The Herald, as well as in a special publication, South Simcoe Hall of Fame 2016, produced by Metroland Media. The approximate retail value of each prize is forty dollars (\$40) CDN.

The winner is responsible for transportation to and from the gala dinner and all other expenses not listed. The prize cannot be transferred or substituted and the event will not be rescheduled if a selected entrant cannot attend. Each entrant and nominee acknowledges and agrees that the Sponsor shall not be under any obligation to print or otherwise publish any photo or article, and that Sponsor may choose to use, edit, modify, alter or not use any Material submitted, in its sole discretion, without any further notice, review, consent, approval or compensation.

If a potential winner does not claim the prize within 48 hours of notification, another eligible entry will be contacted and the first selected entrant will have no further claim to the prize. In order to be eligible to win the prize, each selected entrant and nominee must correctly answer a mathematical skill-testing question without assistance or mechanical or electronic aid. If a selected nominee is unable or unwilling to accept or otherwise redeem the prize on the terms it is awarded, the prize shall be forfeited and no cash or substitutes will be provided in whole or in part. If no eligible entries are received for a particular category, no prize will be awarded for such category.

- 7. Release, Licence to Use Copyright and Waiver of Moral Rights:** By entering the Contest and/or accepting a nomination or prize, each entrant and nominee irrevocably:
  - authorizes the Sponsor to use his or her Contest entry, including without limitation his or her name, city and province of residence, photograph, image, picture, portrait, likeness, submission, 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.
  - 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 agrees to complete and sign all documents necessary to confirm the rights granted under these official rules.

- consents to the use of his or her Material in advertisements for the Sponsor, including but not limited to advertisements in Sponsor's newspapers, and to the posting of his or her Material online on Sponsor's and its affiliates and related companies' websites and in social media without any further notice, review, approval, consent or compensation. In addition, each entrant and nominee acknowledges and agrees that publishing Material in print and posting Material online brings that Material within public view, and none of the Released Parties will 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, nominee or any other person that may result.

As a condition of being declared a winner and prior to being awarded the prize, each selected entrant and nominee will be required to show valid photo ID and to sign a declaration of eligibility and release form (i) releasing the Released Parties (as defined below) 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 his or her name and Material, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor, its advertising and promotional agencies; and (iv) assigning any intellectual property rights, including copyright, in the Material to the Sponsor and waiving his/her moral rights in the Material.

- 8. Indemnity:** By participating in this Contest, you agree to defend, indemnify and hold harmless the Sponsor and its parents, 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 or use 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 or Material caused any type of damage to a third party.
- 9. Privacy:** We use each entrant and nominee's personal contact information to administer this Contest, including contacting, announcing and promoting prizewinners. See the Sponsor's privacy policy at [www.metroland.com/privacy-policy](http://www.metroland.com/privacy-policy) for information on how personal information received in respect of the Contest is handled.
- 10. 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 times than is permitted under these rules.
- 11. Other:** Odds of winning depend on the number and calibre of eligible entries received. This Contest is governed by and shall be interpreted in accordance with 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. The prize must be accepted as awarded, is non-transferable and is not convertible to cash. The Sponsor reserves the right to substitute any prize or portion of a prize with a prize of equal or greater value. The prize is awarded as-is and no warranties or guarantees are implied or expressed. The

Released Parties are not liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, damage, injury or negligence that may arise in connection with this Contest or any prize, including but not limited to personal injury, property damage, technical failures of any website or software, viruses, website disruptions, malfunctions or website downtime, human error, personal injury or property damage incurred by any Contest entrant or nominee. The Released Parties are 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 or benefitting from 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. 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