

OFFICIAL CONTEST RULES

CITY OF HAMILTON'S BAYFRONT INDUSTRIAL AREA STRATEGY – BEAUTY IN THE INDUSTRIAL BAYFRONT PHOTO USER GENERATED CAMPAIGN AND GIVEAWAY

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

1. AGREEMENT TO OFFICIAL CONTEST 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 City of Hamilton’s Bayfront Industrial Area Strategy (the “Bayfront Strategy”) – Beauty in the Industrial Bayfront Photo User Generated Campaign and Giveaway (the “Contest”) is subject to all federal, provincial, and local laws.

2. CONTEST DESCRIPTION

The City of Hamilton’s Planning and Economic Development Department is conducting a Bayfront Strategy – Beauty in the Industrial Bayfront Photo User Generated Campaign and Giveaway, herein known as “Contest”. The purpose of the photo Contest is to showcase the beauty that can be found in Hamilton’s Bayfront industrial area through original and engaging photos as outlined in Section 6(b). 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 themes.

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, 2018 and ending on July 15, 2018 (the “Contest Period”). All online entries must be received by July 15, 2018, 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 <https://www.hamilton.ca/Bayfront-Photo-Contest> (the "Website") and completing the online Contest entry form and submitting your Photo(s) by uploading them onto the Photo submission location on the Website. Digital photo entries only will be accepted. Print photo 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

- i) 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.
- ii) The City of 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 Rules.

b. Photo Themes

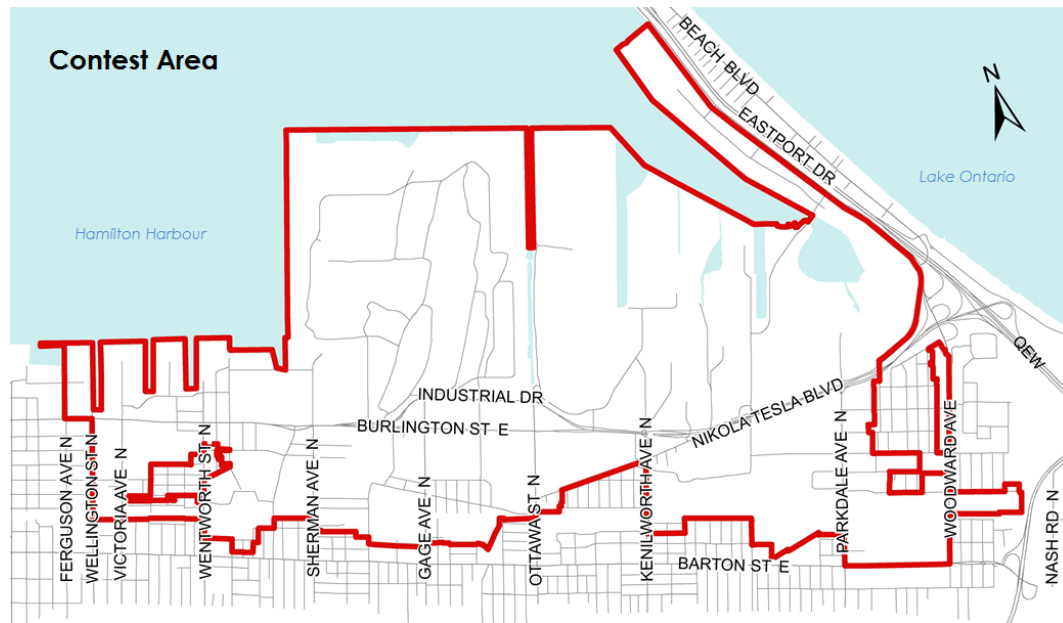
Photo submissions must adhere to one or more of the following Contest themes:

- i) **The History and Heritage of the Industrial Bayfront:** Images which celebrate and capture aspects of the Industrial Bayfront's unique cultural heritage and history;
- ii) **The Working Areas of the Industrial Bayfront:** Images which focus on present-day industrial and commercial activities in the Industrial Bayfront;
- iii) **The Living Areas of the Industrial Bayfront:** Images which capture the unique neighbourhood elements of the Industrial Bayfront; and/or
- iv) **Innovation in the Industrial Bayfront:** Images which feature technology, creativity and invention in the Industrial Bayfront.

c. Photo Location

Photo submissions must be taken on public property within the Contest Area, or of the Contest Area, which is symbolized by the red lines on the map (Figure 1). The Contest Area is generally located between Hamilton Harbour to the north, Barton Street East to the south, Wellington Street North to the west, and Woodward Avenue to the east.

Figure 1. Contest Area map



The location from which a Photo submission was taken must be identified by one of the following:

- i) geotagged with the latitude and longitude coordinates of the location where the photo was taken; or
- ii) the Entrant must enter the address of the location or the names of the streets of the closest intersection to the location where the photo was taken into the online submission form.

d. Photo Title

The Entrant must enter a title for their Photo submissions into the online submission form.

e. Consent/ Privacy

- i) 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 Rules, the City of Hamilton reserves the exclusive right to resolve such questions or differences of view in their sole discretion. A sample consent form can be found at <https://www.hamilton.ca/Bayfront-Photo-Contest/Permission-Form.pdf> which the Entrant can use as an example to create their own.

f. 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.

g. Photo Submission

- i) Entries can be uploaded electronically as .jpeg, .jpg, .gif or .png files at <https://www.hamilton.ca/Bayfront-Photo-Contest>.
- ii) Digital files should be 300dpi and at least 1600 pixels wide and 1600 pixels tall.

h. Photo Editing

- i) Permitted Editing - Photo colour correction and tonal cast changes are acceptable. Compositional changes, as well as added watermarks or signatures will result in automatic disqualification.
- ii) Prohibited Editing – No composition changes to the Photo, including the alteration, removal, addition, augmentation, or rearrangement of images (e.g. people, animals, scenery, objects, etc.) are permitted.
- iii) If the Contest Photo has been retouched as stated in Section 6(h)(ii), it will be immediately disqualified. Entries that do not meet technical requirements will be automatically disqualified.

7. PRIZES

Contest Entrants may be eligible to win a maximum of two (2) prizes – one (1) Judges Prize and one (1) of the three (3) available Community Prizes. Photos will be assessed by the Contest Judges who will select a maximum total of 12 finalists. The First, Second and Third place Community Prizes will be awarded to the three finalists that are selected by popular vote by the public (the “Community Prize Winners”). A Judges Prize will be awarded to one finalist with the highest cumulative score from the Contest Judges (the “Judges Prize Winner”). More details on the selection of the finalists and winners are provided in Section 8. - Finalist And Winner Selection.

Prizes may not be exactly as shown. 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. All prizes must be accepted as awarded. 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.

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.

Community Prizes

The Community Prize Winners will receive:

- a. The First place winner for the Contest will win a five hundred dollar (\$500.00) cash prize. One First prize in total will be awarded.
- b. The Second place winner for the Contest will win:
 - i. a sixty dollar (\$60.00) gift card to HAMBGR, which can be used at any of HAMBGR's Hamilton, Ontario locations; and
 - ii. a one year Family Membership, for two adults and up to four children (aged 17 and under), to the Art Gallery of Hamilton, valued at ninety dollars (\$90.00).One Second prize in total will be awarded.
- c. The Third place winner for the Contest will win a one year Family Membership, for two adults and up to four children (aged 17 and under), to the Art Gallery of Hamilton, valued at ninety dollars (\$90.00). One Third prize in total will be awarded.

Judges Prize

The Judges Prize Winner will receive a three hundred dollar (\$300.00) gift card to Bell Arte Camera Foto Source a division of Hamilton Camera Ltd., which can be used at the location at 85 Ottawa Street North, Hamilton, ON, L8H 3Y9.

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 one or more of the Contest themes (as outlined in Section 6(b)), creativity and originality, photo quality and relevance (i.e., the ability to inspire new perspectives of Hamilton's Bayfront industrial 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 relevance will be selected as a finalist. Any Photo 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, as determined solely by the City of Hamilton, will be disqualified.

Using the aforementioned criteria the Contest Judges will select up to 3 finalists per Contest theme for a maximum total of 12 finalists – variable based on number of submissions. All Entrants selected as finalists will be contacted by City of Hamilton by July 24, 2018. If an

Entrant has not been contacted by this date, they may assume their entry has not been chosen as a finalist.

Finalists may be eligible to win both the Judges Prize and one of the three available Community Prizes. The first, second and third Community Prize Winners will be the three finalists who have received the top three most public votes. Public voting will take place in-person at the City of Hamilton's second floor lobby during posted business hours and online at the Bayfront Industrial Strategy Photo Contest Website, [https://www.hamilton.ca/Bayfront - Photo-Contest](https://www.hamilton.ca/Bayfront-Photo-Contest). The public voting period will open on July 30, 2018 and will close on August 10, 2018 at 11:59 p.m. EDT (the "Public Voting Deadline"). Only one vote per person will be counted. All Contest Entrant are permitted to vote, however Contest finalists are prohibited from voting for their own Photos.

The Judges Prize Winner will be the finalist who has received the highest cumulative score from the Contest Judges. The Judges Prize Winner will be determined before July 30, 2018 but will not be announced until after the Public Voting Deadline. The Judges Prize Winner may also be eligible to be a Community Prize Winner. Any changes to the public vote are at discretion of the City of Hamilton.

All finalists selected as Community Prize Winners and Judges Prize Winner will be contacted by City of Hamilton by August 17, 2018. In the event of a tie in public voting, the entry with the highest Contest Judge cumulative 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 Community Prize 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 Community Prize depend on the number of entries selected as finalists and the caliber of entries received.

Odds of a Photo being selected by the Contest Judges as the winner of a Judges Prize Winner is depend on the number of eligible entries and the caliber of entries received.

10. FINALIST AND WINNER NOTIFICATION

The finalists will be notified within twelve (12) calendar days following the Submission Deadline via email or phone at the contact information provided in the Contest form.

Winners of the Community Winner Prizes and the Judges Winner Prize will be notified by August 17, 2018 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 ninety (90) calendar 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 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

As a condition of receiving a prize a selected winner will be required to:

- a. sign and return a standard declaration, liability and publicity release form, 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;
- b. provide the City of Hamilton with all original winning Photo material, including digital capture files; and,
- c. Grant the City of Hamilton permission to use their name, likeness, and Photo entry for the purpose of advertising without further compensation, unless prohibited by law.

Winners must pick up prizes within ninety (90) calendar days from the time award notification was sent. There is no deadline in which prizes need to be used or activated.

12. RIGHTS GRANTED BY YOU

By entering this Contest 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 the 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: Community Planning
City of Hamilton, 71 Main Street West – 5th Floor,
Hamilton, Ontario, Canada
L8P 4Y5

BayfrontStrategy@Hamilton.ca

Requests must be received no later than November 15, 2018.

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