

Official Contest Rules for City of Greater Sudbury Smart Commute Month 2024 Contest

No purchase necessary!

This contest is open to residents of Ontario only (see details below).

Please read these Official Rules and the associated Privacy Statement carefully and in their entirety before entering the Contest!

OFFICIAL CONTEST RULES

Agreement to Rules

In consideration for being able to participate in the City of Greater Sudbury Smart Commute Month 2024 Contest (**“Contest”**) you (**the “Entrant”**) agree to be fully and unconditionally bound by these Official Contest Rules (**“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 Greater Sudbury (**“City”**) as final and binding as it relates to the content of these Rules. The Contest is subject to all federal, provincial, and local laws.

Contest Description

Entrants that complete the “Smart Commute: Greater Sudbury Transportation Survey” which can be found [here](#) (**the “Survey”**) will be entered to win one (1) of five (5) \$100 e-gift cards to one of the following:

- The Nickel Refillery Inc.
- Twiggs Coffee Rosters
- Science North
- Kivi Park
- Stitch and Stone

Contest Period

The Contest starts on September 1, 2024, at 9:00 a.m. EST and ends on September 30, 2024, at 11:59 p.m. EDT (**the “Contest Period”**). All Entries must be submitted to the City by 11:59 p.m. EDT on September 30, 2024.

Eligibility

Must be 18 years or older at the date of entry to participate.

Entrants are limited to individuals only; commercial enterprises and business entities are not eligible to enter.

Must not be an employee of the City who is directly involved in the administration of the Contest.

How to Enter

No purchase is necessary to enter.

The Contest requires eligible individuals to complete the Survey. Upon completion of the Survey, the Entrant will have received one (1) Contest entry ("the Entry").

There is a limit of one (1) Entry per person.

You will be required to provide the City with your full name, email address, and phone number to be eligible for the Contest.

The City will determine, in its sole discretion, what constitutes non-relevant and inappropriate content and may remove any Entry from the Contest without notice.

The City and its affiliates are not responsible for late, lost, misdirected, or delayed Entries. Without limitation, the City and its affiliates will not be liable for the failure of any Entry to be received.

If it is discovered by the City (using any evidence or other information made available to or otherwise discovered by the City) that any person has attempted to: (i) exceed any of the limits provided in these Rules; and/or (ii) use multiple names, identities, email addresses, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then the Entrant may be disqualified from the Contest in the sole and absolute discretion of the City. Your Entry may be rejected if (in the sole and absolute discretion of the City) it is not submitted and received in accordance with these Rules during the Contest Period.

All entries and entrants are subject to verification at any time and for any reason. The City reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the City – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest, (ii) for the purposes of verifying the eligibility and/or legitimacy of information submitted (or purportedly submitted) for the purposes of this Contest; and/or (iii) for any other reason the City deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the City within the timeline specified by the City may result in disqualification in the sole and absolute discretion of the City. The sole determinant of the time for the purposes of this Contest will be the City's Website server machine(s).

Winner Selection

A random draw will be used to determine the winner of the Contest. Each Entrant shall be eligible to win only once. There will be five (5) prize draws. Winners will be selected after the Contest closes. Odds of winning the random draw depend on the number of eligible Entries received.

The City will notify the winners exclusively by email. The City shall not be held liable for the winner's failure to receive the notice that they have won.

Winners will be responsible for responding to the City's email notifying them that they have won. If no response is received within ten (10) business days, the winner will be disqualified, and another Entrant will be randomly selected.

Failure of the winner to claim the prize within 30 calendar days from the time the award notification was sent, showing proper identification, completing a skills-based test (if applicable), and completing and executing a declaration and release as required may result in the forfeiture of the prize.

The Entrant agrees that their name as winners of the Contest and their Smart Commute Workplace may be published in promotional materials directly related to the Contest. Additionally, the Entrant agrees that the City may publicize the winners' names and Smart Commute Workplace in any other reasonable manner that it considers appropriate for the purposes of the Contest.

Prizes

Winners will receive one (1) of five (5) \$100 e-gift cards to one of the following:

- The Nickel Refillery Inc.
- Twiggs Coffee Rosters
- Science North
- Kivi Park
- Stitch and Stone

There are no early bird prizes. Limit of one (1) prize may be awarded per Entrant. All prizes must be accepted as awarded.

The specifics of the prize shall be solely determined by the City. The City 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'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.

Additional Terms

The decision of the City with respect to all aspects of this Contest are final and binding on the Entrant without right of appeal.

The City reserves the right, at its sole and absolute discretion, to modify, amend or suspend these Rules, or terminate this Contest, without prior notice, with no obligation or liability to the Entrant. This Contest is null and void where prohibited by law. Any dispute regarding the organizing or conduct of this Contest may be submitted to the Active Transportation Coordinator who may be contacted by dialing 311 on your phone or emailing traffic6844@greatersudbury.onmicrosoft.com

The City is not responsible for late, lost, misdirected, or delayed Entries. Without limitation, the City and its affiliates will not be liable for the failure of any Entry to be received.

The City is not responsible for computer system, hardware, software or program malfunctions or other errors, failures, or delayed computer transactions or network connections that affect the Contest or your participation in it. Furthermore, the City is not responsible for: 1) lost, misdirected, misplaced, illegible, unintelligible, incomplete or late Entries or 2) any act, failure to act, or delay regarding the transmitting or processing of Entries. The City is also not responsible for any technical delays in submission emails, Entries and/or uploads and updates. The City reserves the right to disqualify any entrant the City has reason to believe does not comply with the Rules. If after the awarding of the Contest prizes a Contest winner is disqualified or determined to be ineligible, an alternate winner will be selected using the same process described above. Alternate winners are subject to all requirements set forth in these Rules.

The City reserves the right to change or alter these Rules in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 ("AODA").

The City is entitled to interpret these Rules as required, and its decisions are final.

This Contest is subject to all applicable federal, provincial, and municipal laws and regulations including but not limited to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA"). The Entrant understands and acknowledges that the City is bound by the MFIPPA, and that this Agreement and any information or documents provided by the Entrant to the City may be released pursuant to the provisions of the MFIPPA as amended or replaced.

Declaration Form

By participating in this Contest, the potential winners agree to sign a Declaration and Release Form in the manner prescribed herein, releasing The City of Greater Sudbury, its employees, City Council members, agents, successors and assigns, respective advertising and promotional agencies, and the independent contest administrator and other Contest entrants from any liability in connection with this Contest or the prizes awarded.

Use of Submitted Entry Information and Images

By participating in this Contest, all eligible entrants and qualified winners agree that the City of Greater Sudbury can use their submitted entry information, including their name, address (limited to municipality), and photos, solely for publicity purposes related to this Contest. This use does not entitle the entrants to any additional compensation. Additionally, all contestants grant the City a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, assignable right and license to use, reproduce, modify, publish, create derivative works, translate, license, and display the submitted entry information and images (in whole or in part) in any form, media, or technology now known or developed in the future. This includes the incorporation of the Entry information into other works, without requiring the contestants' prior approval. Contestants also waive any copyright claims they may have in the submitted Entry information. Furthermore, by submitting an Entry, each contestant represents and warrants that they own and have full control over all rights to the submitted entry information, and that they have the right to grant the rights to the City of Greater Sudbury.

Ownership and Privacy

All Entries become the property of the City of Greater Sudbury and none shall be returned. By entering this Contest, Entrants indicate their consent to their personal information being stored, used, and processed for purposes concerning this Contest by the City of Greater Sudbury. The declared prize winners' information, including their name and e-mail address, will be shared with Smart Commute, the independent contest administrator, as required to award the prizes in this Contest. The qualified winners each agree to release City of Greater Sudbury, Smart Commute, its employees, Regional Council members, agents, successors and assigns, and all other Contest Parties from any and all liability, loss, damage, or claims caused by, resulting from, or otherwise associated with the awarding, receipt, installation, possession, and/or use or misuse of any prize, including any travel or transportation related thereto.

The City of Greater Sudbury and Smart Commute recognizes its responsibility to protect the personal information provided. In brief, "personal information" is information that can be uniquely identified with you, such as your full name, address, and email address for the purposes of your entry into the Contest. This Privacy Statement applies to individuals who deal with us in relation to the Contest in Canada and to all personal information that we collect about you for the purposes of the Contest. The City of Greater Sudbury and Smart Commute do not control the content or the privacy policies of third-party online resources to which our websites may provide links, and this Privacy Statement does not, therefore, apply to any such resources. By entering the Contest, you agree with the terms of this Privacy Statement. When you submit information to the Contest, you consent to the collection, use, and disclosure of that information in accordance with this Privacy Statement. Although we have enacted security measures, we cannot guarantee the security of any information that you submit via email, Instagram, Twitter, Facebook, SurveyMonkey or otherwise over the Internet. Please be aware that there are technology implications concerning the collection of information when you are visiting websites,

including Smart Commute websites. Submission of personal information using such networks is done at your own risk, since no Internet transmission is ever 100 percent secure or error-free. Our websites may contain links or references to other websites to which this Privacy Statement does not apply. The City is not responsible for the data collection and use practices of companies or organizations to which the Smart Commute websites may provide links. We encourage you to read the privacy statement/policy of every application or website you visit.

Rights Reserved

The City of Greater Sudbury reserves the right, in its sole discretion, to cancel or suspend this Contest should fraud, virus, bugs, or other causes beyond the control of the City of Greater Sudbury corrupt the administration, security, or proper play of the contest. With respect to computer entries, the City is not responsible for computer system, phone line, hardware, software or program malfunctions or other errors, failures, or delays in computer transmissions or network connections that are human or technical in nature. Should multiple users of the same email account enter the contest and a dispute thereafter arise regarding the identity of the Contestant, the authorized subscriber of said email account at the time of entry will be considered the Contestant. "Authorized account subscriber" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization which is responsible for assigning email addresses or the domain associated with the submitted e-mail address. Automated entries are prohibited, and any use of such automated entries shall result in disqualification. The City reserves the right, at its sole discretion, to disqualify any individual (and all of his or her contest entries) who tampers with the entry process.

Contest Organizer

The organizer of the Contest is the City of Greater Sudbury:
Active Transportation Coordinator
City of Greater Sudbury
200 Brady Street
Sudbury, Ontario P3E 3L9