

Official Rules for the Smart Commute City of Greater Sudbury Winter Commute Month 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 Smart Commute City of Greater Sudbury Winter Commute Month 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

The Contest is to promote and incent commuting and logging trips on the Smart Commute Tool (either the online or mobile application) during the City of Greater Sudbury Winter Commute Month (February 1, 2024, to February 29, 2024). Entrants that log their commuting trips (incl. walking, carpooling, taking transit and teleworking) in the Smart Commute Tool will be entered to win one (1) of five (5) \$100 gift cards.

Contest Period

The Contest starts on February 1, 2024, at 12:01 a.m. ET and ends on February 29, 2024, at 11:59 p.m. ET (**the "Contest Period"**). Entrants will have up till 11:59 PM ET on March 10, 2024, to log their cycling trips taken during the Contest Period on the Smart Commute Tool.

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 submit a log of a trip taken by the Entrant between February 1, 2024, to February 29, 2024, on the Smart Commute Tool ("**Entry**" or "**Entries**"). Entries may be submitted to the Smart Commute Tool using connected apps such as Strava, Garmin, Fitbit, or Under Armour.

Entrants receive one Entry per trip logged with a maximum of two Entries per day during the Contest Period. Trips can be taken on two separate days but then logged onto the Smart Commute Tool on the same day of the Contest (e.g., a trip was taken on February 1 and February 2 but both trips were logged onto the Smart Commute Tool on February 2 would equal to two Entries). The total maximum number of Entries per person during the contest period is 60 Entries.

Trips of any duration, distance, or destination can be logged as an Entry on the Smart Commute Tool in the Contest.

To submit an Entry the Entrant must have a user account registered on the Smart Commute Tool and linked to their Smart Commute Workplace.

Each eligible trip must be logged into the Smart Commute Tool during the Contest Period to be considered an Entry.

You will be required to provide the City with your full name, Smart Commute Workplace 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 Entries 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.

Entry Limits

There is a limit of one (1) Entry per person per trip during the Contest Period. Multiple trips may be logged each day but only two trips a day that are logged onto the Smart Commute Tool will be considered as Contest Entries (see "How to Enter" for further details). All trips must have been taken between February 1, 2024, at 12:00 AM ET and Friday February 29, 2024, at 11:59 PM ET and be logged within the Smart Commute Tool by March 10, 2024 at 11:59 PM ET.

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 depends 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.

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.

Winner's must claim their prize by appearing in person at Tom Davies Square, 200 Brady Street, Sudbury, ON P3A 5P3). If no response is received within the required time, the winner will be disqualified, and another Entrant will be randomly selected.

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

Prizes

Winners will receive one of 5 gift cards from various local businesses.

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. Acceptance of a prize constitutes permission for the City of Greater Sudbury to use winner's

name, likeness, and photo entry for purposes of advertising without further compensation, unless prohibited by law.

Additional Details

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, in 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.

Any and all disputes arising from the Contest will be resolved in the courts of the Province of Ontario and are subject to the laws of that Province.

Assumption of Risk, Release, and Indemnity

By participating in this Winter Commute Month Contest, all entrants acknowledge and assume the risks associated with biking activities. In consideration for being allowed to participate, each participant agrees to release and indemnify the City, the organizers and affiliated parties from any and all liabilities, claims, damages, injuries, or expenses (including legal fees) arising out of or in connection with their participation in the Contest. Entrants understand and acknowledge that walking, carpooling, talking transit or teleworking inherently involve certain risks, including but not limited to accidents, falls, falls due to snow, ice or uneven surfaces, collisions, reduced visibility, mechanical failures, cold exposure such as hypothermia or frostbite, and unpredictable weather conditions. Each entrant accepts these risks willingly and voluntarily, assuming full responsibility for their own safety and well-being.

By entering the contest, participants also agree to indemnify and hold harmless the City, the organizers, and affiliated parties from any claims, demands, actions, or suits arising from their participation in the Contest, including but not limited to claims for personal injury, property damage, or any other harm or loss. Participants understand that this assumption of risk, release, and indemnity applies to all aspects of the Contest, including pre-event preparation, actual participation, and post-event activities. It is the responsibility of each participant to ensure their physical fitness, equipment, and skills are adequate for the Contest. Entrants are advised to use crosswalks and adhering to all traffic signs and laws while walking. It is essential to check the weather conditions before embarking on any trip, and entrants agree to take all necessary precautions, including wearing suitable winter attire for the trip. Additionally, it is crucial to ensure that vehicles are adequately equipped for winter conditions, such as having appropriate winter tires installed.

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.

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