

**Official Program Rules and Regulations
2013/14 MiWay Student Ambassador Program**

MiWay Student Ambassador Program

Official Program Rules and Regulations

THE **MiWay Student Ambassador** (THE “Program”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY (EXCLUDING THE PROVINCE OF QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST MEET ELIGIBILITY REQUIREMENTS DESCRIBED BELOW. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS PROGRAM CONSTITUTES ACCEPTANCE OF THESE Program RULES (THE “**Program RULES**”).

1. Submit a MiWay Student Ambassador Application form by **November 4, 2013**
2. PROGRAM PERIOD: This Program commences at **1 p.m.** Eastern Time (“**ET**”) on November 7, 2013 and ends at **9 a.m.** ET on April 14, 2014(the “**Program Period**”) after which time the Program will be closed and no further entries shall be accepted. Limit one entry per person. Winner(s) will be selected from all eligible entries received during the Program Period.
3. HOW TO ENTER: The entry form will be made available **www.miway.ca/ambassador** during the Program Period by The Corporation of the City of Mississauga as represented by its **Transportation and Works Department** (“**Program Sponsor**”).
 - a. **STEP 1** - Complete the entry form (including the program plan) and submit it in accordance with the online instructions. Incomplete entry forms will not be accepted. **Step 1 Entries must be complete and received by the Program Sponsor on or before November 4, 2013**
 - b. **STEP 2** - Referring to your program plan describe in 350 – 500 words the MiWay Ambassador experience at your school (such written work along with the various other works created pursuant to this Program, including posters, essays, drawings, photos and/or video not to exceed three (3) minutes with attached video/photo consent forms are collectively known as the “**Work**”). **Submit in a PDF for DOC format (max 2mb) by e-mailed to Patricia Runzer, Community Outreach Consultant at miway.ambassador@mississauga.ca**
 - c. **Step 2 Entries must be complete and received by the Program Sponsor on or before the end of the Program Period.**

By participating in this Program entrant represents and warrants that: (i) the Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work is original and all right, title and interest (including copyright) in and to the Work is owned and/or controlled by the entrant to the full extent necessary to enable the Program Sponsor to use the Work in connection with the Program; and (iii) the Work does not

infringe upon the intellectual property or other statutory or common law rights of any third party.

4. NO PURCHASE NECESSARY: There is no purchase necessary to enter the Program.

5.

WHO CAN ENTER: This Program is open to all individuals who, at the time that they enter the Program: (i) be a registered Secondary school student at either a Mississauga Peel District Secondary school or a Mississauga Dufferin-Peel Catholic District Secondary school; and (ii) are legal residents of Canada outside of the Province of Quebec. For entrants who have not reached the age of majority in their province or territory of residence at the time of entry, the entrant's custodial parent or legal guardian consent is required on the entry form for the entry to be valid, and is also required on any other documentation in respect of this Program, including photo consent releases submitted at the start of the program. The Program Sponsor's elected officials, and the directors, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees, or other representatives of the Program Sponsor, or of its advertising or promotional agencies, or any member of their immediate families or households, are not eligible to enter.

In the event more than one team of MiWay Ambassadors apply per school ONLY one MiWay Ambassador team will be selected by the MiWay Marketing Ambassador committee based on the criteria stipulated in Section 7 below.

Each Secondary school signing on a MiWay Ambassador/team at their school will receive 20 MiWay student tickets to be used at their discretion.

6. PRIZES: The prize consists of **A PRESTO Card loaded with \$702 in May 2014 and \$702 in December 2014 based on 52 weeks x 12 rides per week. and one iPad mini for a team of two will each receive a prize ("Prize")**. The Prize has an approximate value of **two thousand five hundred (CDN \$2500)**. The Secondary school of the Winner will be awarded 100 MiWay student tickets (CDN \$225). Odds of being selected as the prize winner are dependent on the total number of eligible entries received. Prizes must be accepted as awarded and are non-exchangeable, non-transferable, non-refundable and not redeemable for cash equivalent. The winner is not entitled to the monetary difference between the actual prize value and stated approximate prize value, if any. Any unclaimed prize will be forfeited and have no cash value. The Program Sponsor reserves the right, in its absolute discretion, to substitute a prize of equal value in whole or in part for any reason.

7. PREQUALIFICATION AND WINNER SELECTION:

Pre-Qualified Entrants and Winner shall be selected as follows:

- a. **PRE-QUALIFICATION** - On or about **November 5 2013** in Mississauga, Ontario, **one entrant (or team of 2)** will be selected by the Program judges from **each secondary school** of all eligible entries ("**Pre-qualified Entrants**") based on the following criteria: **The completion of the Application form described at www.miway.ca/ambassador, creativity of the Work described in the entry form, the relevance of the Work described in the entry form to the Program, the uniqueness of the Work described in the entry form and the overall**

approach to the Program described in the entry form. The odds of being selected as an Ambassador are dependent upon the number of eligible entries received by the Program Sponsor during the Program Period.

- b. **WINNER** - On or before **April 28, 2014** midnight the Student Ambassador representative(s) must submit a Final Program Summary form by e-mail to miway.ambassador@mississauga.ca. All photo/video consent forms must accompany photos and videos (size). One (or team of 2) entrant will be selected by the Program judges from the Pre-Qualified Entrant pool ("**Selected Entrant**"), based on the following criteria: **The completion of the mandatory initiatives described at www.miway.ca/ambassador creativity of the Work, the relevance of the Work to the Program, the uniqueness of the Work and the overall quality of the Work.** Each Pre-Qualified Entrant shall be eligible to win only one (1) Prize. In the event there is a tie and there are two (2) Winners, then each winning team and their respective schools shall each be awarded the prize stipulated in Section 6.

- c. The Selected Entrant(s) from the Pre-qualified Entrants will be notified by the Program Sponsor by telephone or email no later than the end of the 5 Business Day following the date of selection (the "**Notification Period**"). Each selected entrant must respond by telephone to the contact number provided in the notification and the selected entrant's response must be received by the Program Sponsors no later than **5 Business Days** from the date upon which notification was made by the Program Sponsor (the "**Response Period**"). "**Business Day**" means any day that is not: a Saturday, Sunday or a day upon which the Program Sponsor is not open for business and the end of the Business Day shall mean 5 p.m. Eastern Time, in Mississauga, Ontario on that Business Day. For the purposes of calculating the Response Period, the day upon which notification was made by the Program Sponsor shall not be counted as part of the Response Period. If the selected entrant does not respond within the Response Period, he/she will be disqualified and will not receive a prize and another entrant may be selected in the Program Sponsor's sole discretion. The Program Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Program Sponsor's failure to receive a selected entrant's response.

- d. If a Selected Entrant: (i) cannot be located or contacted or does not reply to the Program Sponsor's notification within the Notification Period; (ii) has not complied with these Program Rules; (iii) declines the prize; then that person's entry is disqualified and the prize forfeited and the Program Sponsor may, but is not obligated to, select another entrant from the remaining eligible entries received during the Program Period (not including the entries chosen for the other prizes) for a chance to receive the prize. The Program Sponsor reserves the right to not select another entry or award a prize if any of the events in subsections 6(d)(i) – (iii) occur.

- e. Winner will be presented his/her prize on **May 28, 2014 at the Transportation Committee in the City of Mississauga Council chambers 300 City Centre Dr. Mississauga** after winner has been successfully contacted and notified of his/her prize and fulfilled the requirements set out herein.

- f. Winner(s) will be announced **on the MiWay website** miway.ca after the presentation at the Transportation Committee in Council chambers, 300 City Centre Dr.

8. CONDUCT: Program Sponsor reserves the right at its sole discretion to disqualify any individual from the Program, and to ban that individual from any future Program of the Program Sponsor, if Program Sponsor finds or believes such individual to be tampering with the entry process or the operation of the Program or where applicable, the Program website; to be acting in violation of the Program Rules or in a disruptive manner, or with intent to annoy, abuse, threaten or harass Program Sponsor, Program Sponsor's agencies, other entrants or any other person. Any attempt by an entrant or any other person to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Program Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

9. RELEASE OF LIABILITY: The Program Sponsor and its elected officials, its advertising, media buying and promotional agencies and their respective directors, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees, and representatives (collectively, the "**Program Entities**") accept no responsibility for any injury, loss, or damage that the entrant, or any other person, may suffer in connection with the entrant's, or any other person's, participation in the Program or any Program-related activity, and/or the entrant's, or any other person's, acceptance, use, or misuse of any prize; any breach of the Program Rules by the entrant or any other person; the conduct of the Program; the operation of the website through which entrants may submit entries to the Program; any alternate method of entering the Program; or any third party claims in relation to the Program (collectively, "**Claims**"). By entering the Program, entrant irrevocably releases and indemnifies the Program Entities from and against any and all Claims that the entrant may have against the Program Entities and/or in relation to the Program. Winner will be required to sign and return, within the time period indicated on the documents, a declaration of compliance with the Program Rules and a full liability and publicity release and/or any other document required by the Program Entities in relation thereto.

10. DISCLAIMER AND LIMITATION OF LIABILITY: The website through which the Program is offered, and all software and hardware used to operate the website are made available for entrants to enter the Program on as "as is" basis without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. There are no warranties that the Program website or the software and hardware used to operate it will be uninterrupted or error-free, that defects will be corrected, that it is free of viruses, worms or other harmful components, that entries will be received or processed or that the Program website or the software and hardware used to operate it are accurate, reliable or secure. In no event will the Program Entities be liable for any lost or damaged data. None of the Program Entities shall be responsible for lost, stolen, delayed, damaged or misdirected entries, or for any failure, or for any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Program Period. Without limiting the release of liability provisions herein, and for greater certainty, the Program Entities will not be liable for: (i) any incorrect or inaccurate information, whether caused by Program website users or by any equipment or programming associated with or utilized in the Program or by any technical or human error which may occur in the processing of

entries in the Program; (ii) any error, omission, interruption, deletion, defect or delay in operation of the Program website or any transmission in connection with the Program; (iii) any communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; (iv) any problems with, or technical malfunction of, any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, or failure of e-mail which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any website or combination thereof; or (v) any injury or damage to entrants' or to any other person's computer related to or resulting from participating or downloading materials in this Program.

11. CANCELLATION OR MODIFICATION OF PROGRAM: If for any reason, this Program is, in the Program Sponsor's sole discretion, not capable of running as planned (including, without limitation, by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, human error, fraud, technical limitation or failures, applicable law, unforeseen obstacles or any other causes which in the sole opinion of Program Sponsor could corrupt, compromise, undermine or otherwise affect the administration, security fairness, integrity viability or proper conduct of the Program), Program Sponsor reserves the right in its sole and absolute discretion to modify these Program Rules and/or to modify or suspend all or any part of the Program. Program Sponsor further reserves the right to cancel or terminate this Program at any time for any reason. Program Sponsor reserves the right to select entrants to be eligible to win the prizes from among all eligible entries received up to the time of any such cancellation, termination, modification or suspension, as applicable.
12. RULES BINDING: By entering this Program, an entrant acknowledges and agrees that the Program Rules are legally binding. All decisions of the Program Sponsor and any Program judges, if applicable, are final and without appeal in all matters relating to this Program and the awarding of the prize. All entries shall become the property of the Program Sponsor.
13. GOVERNING LAW: The Program is subject to all applicable laws and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
14. PERSONAL INFORMATION: All personally identifiable information ("**Personal Information**") collected in connection with this Program will be used solely for purposes of administering this Program and for publicity and promotional purposes relating to the Program and for any consistent purposes. The entrant acknowledges that the Program Sponsor is governed by the *Municipal Freedom of Information and Protection of Personal Information Act* ("**MFIPPA**") and that all Personal Information supplied in the entry form and all other information collected in the course of the Program may be subject to public disclosure under MFIPPA. This Personal Information will not otherwise be sold or transmitted to third parties except to third-party agents and service providers in connection with the foregoing activities. Names of the Program winners may be published by the Program Sponsor. By entering the Program each entrant grants his/her permission for the collection, use and disclosure of his/her Personal Information submitted to the Program Sponsor for the foregoing purposes.
15. PUBLICITY: By participating in the Program, each winner agrees that his or her name, province or territory of residence, any statements made relating to the Program and any photograph or other likeness of the winner may be used by the Program Entities for any and all commercial purposes in any and all media, whether now known or hereafter

devised, without further permission or compensation, including, without limitation, in any advertising or broadcasting material relating to the Program and/or future similar Programs, except where prohibited by law.

16. COPYRIGHT: Entrant agrees that all copyright in his/her completed entry form and in any material depicting the entrant's likeness or other information about the entrant shall be vested in the Program Sponsor and entrant hereby irrevocably assigns all of his/her worldwide intellectual property rights in and to such entry form and materials to the Program Sponsor and waives all moral rights therein.

By providing the Work to the Program Sponsor in connection with the Program, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and hereby grants to the Program Sponsors a worldwide, gratuitous, irrevocable, and exclusive licence to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Program. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. The Program Sponsor assumes no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. The Program Sponsor reserves the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the Program Sponsor in its sole discretion.

17. CITY LOGOS: Subject to the restrictions below, Program Sponsor agrees to grant to the entrant a revocable, non-exclusive license, to copy, reproduce and use ("**Use**") the **MiWay** ("**Logos**") in the Work solely and strictly for the purposes of entering this Program and educating your school community about MiWay, the new Mississauga Transit. Such Use will be subject to the Program Sponsor's review and entrant agrees that the Program Sponsor may at its sole and absolute discretion revoke the aforementioned license and require the entrant to remove any and all Logos from the Work. Entrant agrees that it shall not modify, enhance, revise, alter or create derivative works of, modify, adapt, translate (except for proportional sizing) the Logos.
18. FURTHER INFORMATION: For assistance with this promotion or a copy of the Official Program Rules, mail your queries to

**MiWay -
3484 Semenyk Court Mississauga, Ontario L5C 4R1**

19. ENTRANT'S AGREEMENT: By entering the Program, each entrant and if the entrant is under the age of majority in his/her province of residence, the entrant's custodial parent/legal guardian agrees to the foregoing Program Rules.

For program details visit www.miway.ca/ambassador