

# MiWay Student Ambassador Program 2023-2024 Official Program Rules

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## Schedule A

The MiWay Student Ambassador Program (The “Program”) is offered by the Corporation of the City of Mississauga through its MiWay Transit group (the “Program Sponsor”), and 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. Application for and entry into this Program constitutes acceptance of these Program rules.

### A. Program Overview

- 1. Program Activities:** The MiWay Student Ambassador Program is a fun and professional opportunity for students to represent and promote MiWay, while earning volunteer hours. Ambassadors will promote MiWay and help educate their peers about the benefits of public transit. They will conduct different activities throughout the Program such as attend online meetings and create and share social media content about MiWay.
- 2. Program Period:** This Program commences September 25, 2023 and ends on or about April 8, 2024 (the “Program Period”) after which time the Program will be closed.
- 3. Virtual Meetings:** Some MiWay Student Ambassador meetings will be held virtually via WebEx and will not be recorded or no personal information will be screen captured during the meeting. All participants will be muted with their cameras off.
- 4. Publicity:** By participating in the Program, each participant agrees that their name, province or territory of residence, any statements made relating to the Program and any photograph or other likeness of them may be used by the Program Sponsor for any promotional purposes of the Program, 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, except where prohibited by law.
- 5. 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 Eligible Entrants/MiWay Student Ambassadors acknowledge 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 Application 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 activities of the Program. All signed [Consent for Use of Audio, Video, and Photo Provided/Consent to Audio Record, Videotape and Photograph](#) forms, Eligible Entrant/MiWay Student Ambassador names and emails will be stored securely. Names of the Program reward winners may be published by the Program Sponsor. By entering the Program each Eligible Entrant/MiWay Student Ambassador grants their permission for the collection, use and public disclosure of their Personal Information, including personal image, submitted to the Program Sponsor for the foregoing purposes in connection to this Program.

6. **Cancellation of Modification of the 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, pandemics, 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 or terminate 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 Eligible Entrants/MiWay Student Ambassadors to be eligible to apply or win rewards from among all eligible entries received up to the time of any such cancellation, termination, modification or suspension, as applicable.

## **B. Application Eligibility**

1. **Who can apply and enter:** This Program is open to all individuals who, at the time of the Program launch and if successful enter the Program: (i) are 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 (“Eligible Entrants”). For Eligible Entrants who have not reached the age of majority in their province or territory of residence at the time of entry, the Eligible Entrant’s custodial parent’s or legal guardian’s written consent is required on the entry form Application for the entry to be valid, and is also required on any other documentation in respect of this Program, including photo consent releases required to be submitted at the start of the Program. The Program Sponsor’s elected officials, and the councillors, 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 two (2) Eligible Entrants apply per secondary school as a potential MiWay Student Ambassador Team, ONLY one MiWay Student Ambassador/Team will be selected by the MiWay Marketing staff based on the criteria stipulated in section 6 below.

2. **Application period:** To be eligible for consideration to be selected to participate in the Program as a MiWay Student Ambassador (as herein defined), all Eligible Entrants (as herein defined) must first submit a MiWay Student Ambassador Application entry form (“Application”) by May 31, 2023 (“Application Period”). For those secondary schools for which no Applications have been received by the Program Sponsor (as herein defined) from students as Eligible Entrants by May 31, 2023, the Application Period may be extended by the Program Sponsor and remain open for only those secondary schools until September 25, 2023. No further Applications shall be accepted after the Application Period and/or any extensions. The Program Sponsor reserves the right in its discretion to close and terminate the above Application Period and extensions (if any) for Application submissions at any earlier time in response to demand as well as extend the application period. Limit one Application per person.
3. **How to enter:** The MiWay Student Ambassador Application entry form (“Application”) will be made available electronically on line at [miway.ca/ambassador](http://miway.ca/ambassador) during the Application Period by the Program Sponsor. You will be asked to complete the online application form including a short paragraph or bullet points (up to a 300 words each) and answer the following questions: What would you do to encourage students in your school to try MiWay? How have you been involved in your school or local community? (Volunteer event, School Council, club, sport team etc.) What skills do you think will help you be successful in this Program? And which MiWay routes service your school?

### **c. Selection Process**

1. **MiWay Student Ambassador Selection:** One Eligible Entrant or one team of two (2) Eligible Entrants will be selected by the MiWay Marketing staff from each secondary school from all Applications received by the Program Sponsor from Eligible Entrants during the Application Period or during any extensions to the Application Period based on the following criteria: The completion of the online Application form described at [miway.ca/ambassador](http://miway.ca/ambassador) and the quality of the successful completion of the four questions on the application. The odds of being selected as a MiWay Student Ambassador are dependent upon the quality and number of eligible Applications received by the Program Sponsor during the Application Period or during any extensions to the Application Period. *All selected MiWay Student Ambassadors/MiWay Student Ambassador Teams, or their*

*parent/legal guardian for a minor under 18 years of age, will be required to first sign and submit a Volunteer Terms & Conditions Consent and Confirmation form, a Record Of Offences form, a Consent for Use of Audio, Video and Photo Provided form, and a Consent to Audio Record, Videotape and Photograph form prior to participating in the Program.*

2. The determination of successful Applicants/entrants selected to participate in the Program as a MiWay Student Ambassador will be made on or around **June 30, 2023**.

#### **D. Conduct**

1. By applying for and/or participating in this Program, each Eligible Entrant/MiWay Student Ambassador represents and warrants that: (i) the Application/Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Application /Work is original and all right, title and interest (including copyright) in and to the answers contained in the Application/Work is owned and/or controlled by the Eligible Entrant/MiWay Student Ambassador to the full extent necessary to enable the Program Sponsor to use the Application/Work in connection with the Program and other purposes; and (iii) the Application/Work does not infringe upon the intellectual property or other statutory or common law rights of any third party.
2. 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 Application or 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 employees, contractors and agencies, other Eligible Entrants, MiWay Student Ambassadors or any other person. Any attempt by an Eligible Entrant, MiWay Student Ambassador 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.
3. **Copyright:** Each Eligible Entrant/MiWay Student Ambassador agrees that all copyright in their completed Application entry form and in any Work or material depicting the Eligible Entrant's/MiWay Student Ambassador's image, likeness or other information about the Eligible Entrant/MiWay Student Ambassador shall be vested in the Program Sponsor and each Eligible Entrant/MiWay Student Ambassador hereby irrevocably assigns all of their worldwide intellectual property rights in and to such Application entry form and Work or 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 Eligible

Entrant/MiWay Student Ambassador hereby irrevocably assigns and transfers all right, title and interest (including copyright) in and to the Work, including the worldwide, gratuitous, irrevocable, and exclusive right 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 Eligible Entrant/MiWay Student Ambassador hereby confirms that the Application/ Work is an original work, solely created by the Eligible Entrant/MiWay Student Ambassador , and that no third party participated as an author, co- author, photographer or otherwise in the creation of the Application/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 Eligible Entrant/MiWay Student Ambassador. The Program Sponsor reserves the right to exclude any Application/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.

4. **City Logos:** The Program Sponsor agrees to grant to the Eligible Entrant/MiWay Student Ambassador a revocable, non-exclusive license, to copy, reproduce and use (“Use”) the MiWay (“Logos”) in the Application/Work solely and strictly for the purposes of applying for, entering or participating in this Program and educating your school community about MiWay. For the MiWay Student Ambassador Program such use will be subject to the Program Sponsor’s review and each Eligible Entrant/MiWay Student Ambassador agrees that the Program Sponsor may at its sole and absolute discretion revoke the aforementioned license and require the Eligible Entrant/MiWay Student Ambassador to remove any and all Logos from the Work. Each Eligible Entrant/MiWay Student Ambassador agrees that it shall not modify, enhance, revise, alter or create derivative works of, modify, adapt, translate (except for proportional sizing) all or any part of the Logos.

## **E. Activity Points and Rewards**

1. Successful applicants shall also participate in competitive activities including the Core Tasks, Optional Tasks, and Grand Reward activities while fulfilling their duties as Ambassadors, as further outlined below.  
Odds of being selected as one of the winners for the Core Tasks, Optional Tasks and/or the Grand Reward are dependent on the total number and quality of eligible entries received. Rewards 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 reward value and stated approximate reward value, if any. Any unclaimed rewards will be forfeited and have no cash value.

The Program Sponsor reserves the right, in its absolute discretion, to substitute a reward of equal value in whole or in part for any reason.

2. **Notification:** The Applicants selected by the Program Sponsor to be MiWay Student Ambassadors and those MiWay Student Ambassadors selected as potential winners of the Core Tasks, Optional Tasks and Grand Winner (“Winners”) will be notified by the Program Sponsor by email no later than the end of the 5 Business Days following the date of selection (the “**Notification Period**”). Each selected MiWay Student Ambassador and each selected potential Winner must respond and the response must be received by the Program Sponsor 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 4:30 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 MiWay Student Ambassador or potential Winner does not respond within the Response Period, they will be disqualified and will not be eligible to participate in the Program or be eligible to win a reward and another person may then 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 MiWay Student Ambassador or potential Winner to receive notification or for the Program Sponsor’s failure to receive a response from those contacted.
3. **Disqualification:** If a selected MiWay Student Ambassador or selected Winner : (i) cannot be located or contacted or does not reply to the Program Sponsor’s notification within the Notification Period or Response Period; (ii) has not complied with any one of these Program Rules; (iii) declines being MiWay Student Ambassador or declines the reward, as the case may be; then that person’s Application is disqualified or the reward forfeited and the Program Sponsor may, but is not obligated to, select another Applicant from the remaining Applications or another potential Winner from the remaining eligible entries received during the Program Period (not including the entries chosen for the other reward) for a chance to receive the reward. The Program Sponsor reserves the right to not select another Application entry or give a reward if any of the events in “Conduct” section occur.
4. **Activity 1: Core Tasks.** Throughout the Program each of the MiWay Student Ambassadors will be asked to complete nine (9) core tasks which comprise: (i) the below listed six (6) core tasks and (ii) attending three (3) meetings when organized by the Program Sponsor. If a MiWay Student Ambassador successfully completes ALL nine (9) of the core tasks, they are eligible to receive one (1) Amazon e-gift card valued forty dollars (CAD \$40). In the event that there are two (2) members in an Ambassador Team, each person

will receive the e-gift card.

- a. Core 1(A) Winner(s) - On or about September 25 2023, each MiWay Student Ambassador must attend the kick off meeting in September. One of the MiWay Student Ambassadors attending the kick-off meeting will be selected to receive one (1) Amazon e-gift card valued at forty dollars (CAD \$40). In the event that there are two (2) members in an Ambassador Team, each person will receive the e-gift card. Program points will be awarded to those who successfully complete the activity.
- b. Core 1(B) Winner(s) - On or about October 23, 2023, the MiWay Student Ambassador must complete the Meet Your Ambassadors activity and one (1) first place winner will be selected out of all the entries to receive one (1) Amazon e-gift card valued at seventy dollars (CAD \$70), a second place winner will be selected and will receive one (1) Amazon e-gift card valued at forty dollars (CAD \$40) and a third place winner will be selected and will receive one (1) Amazon e-gift card valued at twenty five dollars (CAD \$25). In the event that there are two (2) members in an Ambassador Team, each person will receive the e-gift card. The submissions will be evaluated by MiWay Marketing staff based on the following criteria: Creativity and Uniqueness, Engaging caption, Relevance and Accuracy and Overall quality. Program points will be awarded to those who successfully complete the activity. Additional points will be awarded to the top three (3) submissions.
- c. Core 2(A) Winner(s) – (A1) On or about November 6, 2023, each MiWay Student Ambassador must attend an in person meeting for phase 2, which will include a bus tour. One of the MiWay Student Ambassadors attending the meeting will be selected to receive one (1) Amazon e-gift card valued at forty dollars (CAD \$40). In the event that there are two (2) members in an Ambassador Team, each person will receive the e-gift card. Program points will be awarded to those who successfully complete the activity.  
Core 2(A) Winner(s) – (A2) On or about December 11, 2023, each MiWay Student Ambassador must post on social media a fun fact that they learned during the tour. They will receive points for completing the activity.
- d. Core 2 (B) Winner(s) - On or about December 11, 2023 the MiWay Student Ambassador must complete the 'Your Top Tip for Riding MiWay' activity and one (1) first place winner will be selected out of all the entries to receive one (1) Walmart e-gift card valued at seventy dollars (CAD \$70), a second place winner will be selected and will receive one (1) Walmart e-gift card valued at forty dollars (CAD \$40) and a third place winner will be selected and will receive one (1) Walmart e-gift card valued at twenty five dollars (CAD \$25). In the event that there are two (2) members in an Ambassador Team, each person will receive the e-gift card. The submissions will be evaluated by MiWay Marketing staff based on the following criteria: Creativity and Uniqueness, Engaging caption, Relevance and Accuracy and Overall quality. Program points will be awarded to those who successfully complete the activity. Additional points will be awarded to the top three (3) submissions.

- e. Core 3 (A) Winner(s) - On or about February 26, 2024 the MiWay Student Ambassador must complete the Snapshot activity and one (1) first place winner will be selected out of all the entries to receive one (1) Walmart e-gift card valued at seventy dollars (CAD \$70), a second place winner will be selected and will receive one (1) Walmart e-gift card valued at forty dollars (CAD \$40) and a third place winner will be selected and will receive one (1) Walmart e-gift card valued at twenty five dollars (CAD \$25). In the event that there are two (2) members in an Ambassador Team, each person will receive the e-gift card. The submissions will be evaluated by MiWay Marketing staff based on the following criteria: creativity of the Work, the relevance of the Work to the Program, the uniqueness of the Work and the overall quality of the Work. Program points will be awarded to those who successfully complete the activity. Additional points will be awarded to the top three (3) submissions.
  - f. Core 3 (B) Winner(s) - On or about January 15, 2024 the MiWay Student Ambassador must attend the Phase 3 meeting to receive Program points.
  - g. Core 4 (A) Winner(s) - On or about April 8, 2024 the MiWay Student Ambassador may complete the My Ambassador Experience activity and one (1) first place winner will be selected out of all the entries to receive one (1) Ultimate Dining e-gift card valued at seventy dollars (CAD \$70), a second place winner will be selected and will receive one (1) Ultimate Dining e-gift card valued at forty dollars (CAD \$40) and third place winner will be selected and will receive one (1) Ultimate Dining e-gift card valued at twenty five dollars (CAD \$25). In the event that there are two (2) members in an Ambassador Team, each person will receive the e-gift card. The submissions will be evaluated by MiWay Marketing staff based on the following criteria: creativity of the Work, the relevance of the Work to the Program, the uniqueness of the Work and the overall quality of the Work. Program points will be awarded to those who successfully complete the activity. Additional points will be awarded to the top three (3) submissions.
  - h. Core 4 (B) Winner(s) - On or about April 8, 2024 the MiWay Student Ambassador must complete the MiWay Recruitment Social Media Post activity and one (1) winner will be selected out of all the entries and will receive one (1) Starbucks e-gift card valued at forty dollars (CAD \$40). In the event that there are two (2) members in an Ambassador Team, each person will receive the e-gift card. Program points will be awarded to those who successfully complete the activity.
  - i. Core 4 (C) Winner(s) - On or about March 11, 2024 the MiWay Student Ambassador must attend the Phase 4 meeting to receive Program points.
- 5. Activity 2: Optional Tasks.** Throughout the Program each of the MiWay Student Ambassadors will have the opportunity to complete eleven (11) optional tasks listed below. Program points will be awarded to those who successfully complete the activity.
- a. Optional 1 (A) Winner(s) - On or about October 23, 2023 the MiWay Student Ambassador may complete the Like and Follow activity to receive



Program points.

- b. Optional 1 (B) Winner(s) - On or about October 23, 2023 the MiWay Student Ambassador may complete the social media post activity to receive Program points.
- c. Optional 1 (C) Winner(s) - On or about October 23, 2023 the MiWay Student Ambassador may complete the Survey activity to receive Program points.
- d. Optional 1 (D) Winner(s) - On or about October 23, 2023 the MiWay Student Ambassador may complete the social media activity by taking a photo at their schools bus stop and sharing what routes service their school to receive Program points.
- e. Optional 2 (A) Winner(s) - On or about December 11, 2023 the MiWay Student Ambassador may complete the Create and Share a MiWay Post activity to receive Program points.
- f. Optional 2 (B) Winner(s) - On or about December 11, 2023 the MiWay Student Ambassador may complete the Survey activity to receive Program points.
- g. Optional 3 (A) Winner(s) - On or about February 26, 2024 the MiWay Student Ambassador may complete the PA Announcement activity to receive Program points.
- h. Optional 3 (B) Winner(s) - On or about February 26, 2024 the MiWay Student Ambassador may complete the Create a Meme activity to receive Program points.
- i. Optional 3 (C) Winner(s) - On or about February 26, 2024 the MiWay Student Ambassador may complete the Survey activity to receive Program points.
- j. Optional 4 (A) Winner(s) - On or about April 11, 2024 the MiWay Student Ambassador must complete the Recruitment Video activity and one (1) winner will be selected out of all the entries and will receive one (1) Amazon e-gift card valued at forty dollars (CAD \$40). In the event that there are two (2) members in an Ambassador Team, each person will receive the e-gift card. Program points will be awarded to those who successfully complete the activity.
- k. Optional 4 (B) Winner(s) - On or about April 11, 2024 the MiWay Student Ambassador may complete the Survey activity to receive Program points.

## **6. School Benefits**

Each secondary school signing on a MiWay Student Ambassador/Team at their school will receive (20) twenty \$6.40 PRESTO cards to be used for distribution to students in their school. Value of one hundred and twenty four dollars (\$128.)

## **7. Overall (GRAND) Program Winners**

Throughout the Program each of the MiWay Student Ambassadors will have the opportunity to complete eleven (11) optional tasks and nine (9) core tasks as noted above. Points will be awarded based on the completion of each task.

Bonus points will also be awarded where outlined. At the end of the Program, the top three Ambassador or Ambassador team will be awarded first place, second place and third place with the corresponding winner rewards.

If more than one MiWay Student Ambassador or MiWay Student Ambassador Team receives the same highest total number of Program points, each would need to complete a tiebreaker activity to determine the First, Second and Third Place Overall Program Winners. If a MiWay Student Ambassador or MiWay Student Ambassador team fails to submit the tiebreaker activity by the deadline, it will result in a forfeit. The submitted tiebreaker activity will be judged and ranked by the MiWay Marketing staff. The submissions will be evaluated by MiWay Marketing staff based on the following criteria: creativity of the Work, the relevance of the Work to the Program, the uniqueness of the Work and the overall quality of the Work.

Winner(s) will be announced on the MiWay's website [miway.ca](http://miway.ca), Facebook Page @MiWaymississauga and Twitter account @MiWayHelps.

- a. The first place reward for the MiWay Student Ambassador with the highest total number of Program points, would consist of one (1) year free transit on MiWay, on a PRESTO card valued at approximately CAD \$ 1,401.40 and an Apple AirPods Pro valued at three hundred and twenty nine dollars (CAD \$329) or similar reward of approximate equivalent value. In the event that there are two (2) members in an Ambassador Team, each person will receive the reward. First place winner(s) will be presented their reward at a City of Mississauga General Committee or City Council meeting after the winner has been successfully contacted and notified of their reward and fulfilled the requirements set out herein.
- b. The second place reward for the MiWay Student Ambassador with the second highest total number of Program points, would consist of one (1) Apple AirPods valued at two hundred and twenty dollars (CAD \$220) or similar reward of approximate equivalent value and one (1) PRESTO card valued at one hundred dollars (CAD \$100). In the event that there are two (2) members in an Ambassador Team, each person will receive the reward.
- c. The third place reward for the MiWay Student Ambassador with the third highest total number of Program points, would consist of one (1) Amazon e-gift card valued at one hundred dollars (CAD \$100) and a PRESTO card valued at one hundred dollars (CAD \$100). In the event that there are two (2) members in an Ambassador Team, each person will receive the reward.

## F. Legal Rules

1. **Release of liability:** The Program Sponsor and its elected officials, its advertising, media buying and promotional agencies and their respective councillors, 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 Eligible Entrant, MiWay Student Ambassador or any other person, may suffer in connection with the Eligible Entrant’s/MiWay Student Ambassador’s, or any other person’s, participation in the Program or any Program related activity, and/or the Eligible Entrant’s/MiWay Student Ambassador’s, or any other person’s, acceptance, use, or misuse of any reward; any breach of the Program Rules by the Eligible Entrant/MiWay Student Ambassador or any other person; the conduct of the Program; the operation of the website through which Eligible Entrants/MiWay Student Ambassadors may submit Applications or entries to or in the Program; any alternate method of entering the Program; or any third party claims in relation to the Program (collectively, “**Claims**”). By applying for, entering or participating in the Program, each Eligible Entrant/MiWay Student Ambassador irrevocably releases and indemnifies the Program Entities from and against any and all Claims that the Eligible Entrant/MiWay Student Ambassador or any third party may have against the Program Entities and/or in relation to the Program. Selected Winners will be required to first 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, failing which the reward shall be forfeited.
  
2. **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 Eligible Entrants/MiWay Student Ambassadors to enter or participate in 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 Applications or 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 Applications or 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, Applications or 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 Eligible Entrant's/MiWay Student Ambassador's or to any other person's computer related to or resulting from participating or downloading materials in this Program.
3. **Rules binding:** By entering this Program, each Eligible Entrant/MiWay Student Ambassador acknowledges and agrees that the Program Rules are legally binding. All decisions of the Program Sponsor, MiWay Marketing staff and any Program judges, if applicable, are final and without appeal in all matters relating to this Program, the acceptance of Applications, the selection of MiWay Student Ambassadors and Winners and the awarding of points and the rewards. All Applications/entries shall become the property of the Program Sponsor.
4. **Acknowledgement:** The eligible Entrant/MiWay Student Ambassador hereby acknowledges and confirms that: (a) he/she/they accepts any rewards given as awarded; (b) he/she/they shall be responsible for any expense not specifically described as included with any rewards; (c) he/she/they shall not receive any additional compensation for his/her appearance, performance and/or participation in the Program, or for any rights granted to the Sponsor or others as set out herein; and (d) the Sponsor is not responsible or liable for, any warranty, representation or guarantee, express or implied, related in any way to the Program or any rewards given.
5. **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.
6. **Entrant's Agreement:** By entering or participating in the Program, each Eligible Entrant/MiWay Student Ambassador, and if such persons are under the age of majority in their province of residence, each Eligible Entrant's/MiWay Student Ambassador's custodial parent/legal guardian, has read, understands, agrees to the foregoing Program Rules.