

## OFFICIAL CONTEST RULES AND REGULATIONS

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. Entry into this Contest constitutes your acceptance of these Contest Rules.

1. SPONSORS: The **OFSAA Mascot Design Contest** (the "Contest") is sponsored by **Ontario Federation of School Athletic Associations**, 305 Milner Avenue, Suite 207, Toronto, Ontario M1B 3V4 (the "Sponsor").

2. ELIGIBILITY: the Contest is open to Ontario secondary school students and teachers, who have reached the age of majority in Ontario at the time of entry or have permission from their parent or legal guardian, with the exception of: employees of the Sponsor, related and affiliated companies (but not including employees of Ontario secondary schools), suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials, and members of the immediate family (spouse, parent, siblings and children) and those living in the same household as the foregoing. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules, including but not limited to the eligibility requirements set out herein. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion.

3. THEME: Contest entrants are encouraged to submit their original design of an OFSAA mascot. The design should portray OFSAA and school sports in a positive light.

4. CONTEST DATES AND TIMES: The Contest opens on March 10, 2021 and ends on **April 12, 2021** at 11:59:59 p.m. **EDT** ("Contest End Date"), after which time the Contest will be closed and no further entries shall be accepted. The sole determinant of time for the purpose of a receipt of a valid entry will be **the Sponsor's server machines**.

5. HOW TO ENTER: All entries must be emailed to [mascot@ofsa.on.ca](mailto:mascot@ofsa.on.ca) and must include an original, authentic rendering of a mascot design (either hand-drawn or generated by computer software), a name for the mascot, and a 250 word description of what the mascot symbolizes. Entries must also include the name of the entrant(s), phone number(s), school, and city/town. Student entries must include a teacher's name and email address. Multiple contest entries are permitted provided each entry contains a new original design. **Contestants may consist of a single eligible entrant or a group of eligible entrants provided that any submission on behalf of a group of eligible entrants shall constitute a single contest entry (a "Group Entry"). A Group Entry must include the name, phone number, school, city/town, teacher name and email address for each member of the group.** For purposes of this Contest, "receipt" of an Internet entry occurs when Sponsor's servers record the entry information and entry.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entry forms that contain false or incomplete information may be void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules will be deemed void. All entries become the property of the Sponsor upon receipt and none will be returned. No correspondence will be entered into except with selected entrants. Proof of

transmission (screenshots or captures, etc.) does not constitute proof of receipt. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Sponsor's server machine(s).

6. **CONTEST PRIZES:** There is one (1) prize available to be won: FIVE HUNDRED DOLLARS (\$500.00) cash; TWO HUNDRED AND FIFTY DOLLARS (\$250) in art supplies for the school of the winning contest entry; \$250 in sports equipment for the school of the winning contest entry; and a gymnasium banner for the school of the winning contest entry. For clarity, in the event the winning contest entry is a Group Entry, the five hundred dollar (\$500) cash award is to be divided equally among all members of the group. All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. The Prizes are non-transferable, non-refundable and non-changeable once issued and must be accepted as awarded. Winners may not transfer, modify, or substitute any prizes. Sponsor reserves the right to substitute an alternate prize of equal or greater value if advertised prize is unavailable at time of award. Winners must accept prizes by e-mail or written post received by the Sponsor no later than three (3) business days after notification.

7. **ODDS OF WINNING:** The odds of winning depend on **the number of valid entries** before the Contest End Date.

8. **WINNER SELECTION AND CONFIRMATION:** During the week of April 26, 2021 (the "Draw Date"), a jury of a Sponsor committee (the "Selection Committee") will select the winning entry (the "Selected Entrant") based on the following criteria:

- i. Creativity and artistic merit;
- ii. impact and persuasiveness;
- iii. suitability to OFSAA branding and image; and
- iv. overall presentation

Winners will be selected from all eligible entries received before the Contest End Date. The decision of the Selection Committee and the selection of winner will be final. The Selected Entrant will be deemed a winner if he/she/they meets all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, he/she/they will be disqualified and will not receive a prize and another entrant will be selected by way of the Selection Committee. Before being declared a winner, a Selected Entrant will be required to comply with all Contest Rules.

THE SELECTED ENTRANTS WILL BE NOTIFIED BY E-MAIL OR TELEPHONE WITHIN ONE (1) BUSINESS DAY OF BEING SELECTED. The Selected Entrant(s) will be contacted using the e-mail address or telephone number provided at the time of entry into the Contest. Upon notification, Selected Entrant(s) must respond by e-mail no later than three (3) business days after notification. If a Selected Entrant(s) does not respond in accordance with these Contest Rules, he/she/they will be disqualified and will not receive a prize and another entrant will be selected by the Selection Committee. The Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the failure of the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to

the e-mail address for the domain associated with the submitted e-mail address). Each selected entrant may be required to provide proof that he/she is the Authorized Account Holder of the e-mail address associated with the selected entry.

**9. RELEASE AND INDEMNIFICATION:** Each winner or parent of winners under the age of majority must sign a Declaration of Eligibility and Liability/Publicity Release form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest ("Released Parties"), from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

**10. CONDUCT:** The Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be: (i) violating these Contest Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest; (iii) acting in an un-sportsperson-like, offensive or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any attempt by an entrant or any other individual to undermine the legitimate operation of the Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

**11. OTHER CONDITIONS:** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering, the Sponsor reserves

the right to cancel the Contest and select a winner based on the winner selection criteria above based on all eligible entries received by the Contest End Date.

**Publicity:** By participating in the Contest, entrants consent to the use of their name, comments, city/town and province/territory of residence and image on videotape, photograph or other means in any publicity carried out by the Sponsor with respect to this Contest, without further notice or compensation.

**Law:** The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. The Contest and these Contest Rules shall be governed exclusively by the laws of the province of **Ontario** and the federal laws of Canada applicable therein, and any dispute shall be adjudicated by the courts sitting in **Toronto, Ontario**.

**Privacy:** When you enter this contest, we may collect your name, address, phone number and e-mail address to administer your participation in the contest and for Contest promotional purposes.

The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

**Intellectual Property:** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are individually owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited.

**By entering and participating in this Contest, entrants represent and warrant that the design submitted as part of the contest entry (the “Design”) has been originally and lawfully created by the contest entrant and that the use, modification, distribution, publication and reproduction of such Design by the Sponsor will not give rise to any third party claims for infringement or violation of copyright, trademark or any other right of a third party, or to any third party claims including, without limitation, breach of privacy or contract.**

**By entering and participating in this Contest, the Selected Entrant hereby grants and transfers unto the Sponsor, all right, title and interest (including without limitation all copyright, trademark and other intellectual property rights) in and to the Design without any compensation whatsoever save and except the contest prize set out herein. The Sponsor shall be the exclusive owner of the Design and shall have the right to make use of the Design, in whole or in part, for whatever purposes it shall determine in its sole discretion. For clarity, the Selected Entrant shall have no moral rights or reversionary rights in or to the Design.**

**The Sponsor has the sole and exclusive right to determine the final mascot design and shall not be obligated to make use of any part of the Design submitted by the Selected Entrant.** The Sponsor shall have the right to describe, advertise and/or announce the final mascot design as “inspired by” the Design without any prior consent or approval by, or compensation to, the Selected Entrant.

**Each contest entrant further grants to the Sponsor the right and permission to publicly disclose and use the entrant’s name, likeness, school, and/or prize information for promotional or other purposes, without compensation.**

**Each contest entrant hereby releases the Sponsor from any liability in connection with the entrant's participation in this contest or the Sponsor's use of the Design and agrees to indemnify the Sponsor for any liability and all reasonable costs arising from any third party action, claim or proceeding commenced against the Sponsor in connection with the Design.**

**DECLARATION:**

You must print these contest rules in full and complete and sign the following declaration. A complete scanned copy of these rules with the declaration fully executed and dated must accompany your submission. For Group Entries, each member of the Group must complete this declaration. You may add additional pages if necessary:

**I hereby acknowledge that I have read, understand and agree to be bound by these contest terms.**

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