



# CREATIVE COMMUNITY CONTEST PRIZE DRAW TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ENTERING THE CITY OF NANAIMO REIMAGINE NANAIMO CREATIVE COMMUNITY CONTEST PRIZE DRAW (THE “CONTEST PRIZE DRAW”), THE ENTRANT AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ENTER THE PRIZE DRAW. FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION AND/OR NULLIFY THE ENTRANT FROM PARTICIPATING IN THE PRIZE DRAW.

## OVERVIEW

The Creative Community Contest Prize Draw (the “Contest Prize Draw”) is sponsored by the City of Nanaimo. Eligible entrants must submit an ***original work*** that responds to one of six weekly topic questions by submitting an image or short video of their work by email to [reimagine@nanaimo.ca](mailto:reimagine@nanaimo.ca) or to the Creative Community Contest page on [getinvolvednanaimo.ca/reimagine-nanaimo/stories](http://getinvolvednanaimo.ca/reimagine-nanaimo/stories). See ‘How to Enter’ below for specific entry requirements. If your work is randomly selected to win the Contest Prize Draw, you will be notified directly by the City of Nanaimo. You will have 48 hours to respond and, subject to compliance in full with these Official Terms and Conditions (“Creative Community Contest Prize Draw Terms and Conditions” or “Terms and Conditions”), you will be eligible to win.

## ELIGIBILITY AND PARTICIPATION

To be eligible for the Contest Prize Draw, an individual must be (a) a legal resident of the Province of British Columbia, (b) regularly spend time in Nanaimo (living, working, going to school), and (c) 13 years of age or older OR for participants 12 and younger, submission must be made by the minor’s parent, legal guardian, or trustee.

Employees of the City of Nanaimo (“Nanaimo”), its subsidiaries and its contractors, as well as family members of such employees, and household members who reside at the same address as such employees are not eligible for the Contest Prize Draw.

The Contest Prize Draw is void where prohibited by law.

## SUBMISSION REQUIREMENTS AND PRIZE DRAW DEADLINES

The Prize Draw Entry will open on Tuesday, August 11, 2020 at 11 a.m. Pacific Standard Time (PST) and all entries must be received by **11:59 p.m. PST on Monday, November 30, 2020.**

To enter the Prize Draw, entrants must complete and submit an entry to the **REIMAGINE NANAIMO Creative Community Contest** during the contest period in one of two ways:

1. Via direct upload of your original work using the Creative Community Contest link provided via [getinvolvednanaimo.ca/reimagine-nanaimo/stories](http://getinvolvednanaimo.ca/reimagine-nanaimo/stories). By uploading your work, you acknowledge that you have read and agree to comply with these Terms and Conditions. You understand that your work may be posted on the [getinvolvednanaimo.ca](http://getinvolvednanaimo.ca) website, on the City of Nanaimo’s website or social media, including Facebook, Twitter, and Instagram, and consent to sharing your work across platforms.
2. Emailing your original work to [reimagine@nanaimo.ca](mailto:reimagine@nanaimo.ca) with the subject line Creative Community Contest. By emailing your work, you acknowledge that you have read and agree to comply with these Terms and Conditions. You understand that your work may be posted on the [getinvolvednanaimo.ca](http://getinvolvednanaimo.ca) website, the City of Nanaimo’s website or social media, including Facebook, Twitter, and Instagram, and consent to sharing your work across platforms.

Entries received by any other method will not be accepted.

By entering the Creative Community Contest, you agree to be bound by the Terms and Conditions and the decisions of the City of Nanaimo, which are final with respect to all Creative Community Contest-related matters.

The City of Nanaimo and its subsidiaries are not responsible or liable for any potential entrant's inability to access the submission process. The City of Nanaimo and its subsidiaries are not responsible for lost, late, damaged, illegible, garbled, stolen, misdirected, misidentified, delayed, or incomplete entries, for any problems or technical or mechanical malfunction of the computer online systems, servers, access providers, computer equipment, software, failure of any entry to be received by the City of Nanaimo on account of technical problems or traffic congestion on the internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in this prize draw, human processing or otherwise, or any combination thereof.

One entry per weekly topic will be accepted per participant, up to a total of 6 entries per person for the duration of the contest period. Each entry must be an original, unique work and must align with one of the different weekly topics. Duplicate entries on the same topic will be void. All subsequent entries will be void.

## SUBMISSION REQUIREMENTS

BY SUBMITTING AN ORIGINAL WORK TO THE CREATIVE COMMUNITY CONTEST, THE ENTRANT AGREES THAT THE WORK COMPLIES WITH ALL CONDITIONS STATED IN THESE TERMS AND CONDITIONS. THE CITY OF NANAIMO AND THOSE ASSOCIATED WITH IT WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE WORK BY THE CITY OF NANAIMO AND THE CITY OF NANAIMO SHALL BE HELD HARMLESS BY AN ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE TERMS AND CONDITIONS.

### ORIGINAL WORK REQUIREMENTS:

To be eligible for entry in the Creative Community Contest, your work must be submitted in a way that meets the following specific requirements per entry platform:

- a) Direct Uploader at [getinvolvednanaimo.ca/reimagine-nanaimo](http://getinvolvednanaimo.ca/reimagine-nanaimo)
  - Minimum resolution: 200 DPI (dots per inch)
  - Acceptable formats for images: JPG, PNG
  - Acceptable formats for video: URL, Embedded Code
  - Maximum size: 50 MB (larger files will take longer to upload)
- b) Email to [reimagine@nanaimo.ca](mailto:reimagine@nanaimo.ca)
  - Minimum resolution: 300 DPI (dots per inch)
  - Acceptable formats: JPG, PNG, BMP, PDF, MP4, MOV, AVI, MPEG
  - Maximum size: 10 MB

By participating in the Creative Community Contest, each entrant agrees to be bound by these Terms and Conditions and by the interpretation of these Terms and Conditions by the City of Nanaimo, and further warrants and represents that his/her work:

- a) is original to him/her and that the entrant has all necessary licenses, consents, and rights in and to the work and all of its components (if applicable) to enter the work in the Creative Community Contest;
- b) does not and will not violate any law, statute, ordinance, or regulation;
- c) does not contain any reference to or likeness of any third parties, unless consent has been obtained from all such individuals (or their legal guardian if such third parties have not reached the age of majority in their jurisdiction of residence) to the sharing of their image. If your work does contain the image of individuals other than yourself,

you represent and warrant to the City of Nanaimo that you have obtained all necessary rights from all such persons to share their image online as part of your participation in the Creative Community Contest and you agree to indemnify City of Nanaimo from and against any and all claims of any kind arising out of your participation in the Creative Community Contest and/or your sharing of your work;

- d) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- e) is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; sexual activity; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual or religious groups; content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct; personal information of individuals, including without limitation, images, names and addresses (physical or e-mail), except as permitted by these Terms and Conditions; conduct or other activities in violation of these Terms and Conditions; commercial messages, comparisons or solicitations for products or services; any identifiable third party products and/or trade-marks, brands or logos. For example, any clothing worn by persons appearing in a work must not contain any visible logos, trade-marks or other third party materials; URLs or links to any websites; and any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the City of Nanaimo in their sole discretion.

Any work that the City of Nanaimo deems, in their sole discretion, to violate the terms and conditions set forth in these Terms and Conditions will not be eligible. Any submitted work displaying a disregard for safety or depicting unsafe or dangerous practices or acts will not be eligible. By entering the Creative Community Contest by uploading a work at [getinvolvednanaimo.ca/reimagine-nanaimo/stories](http://getinvolvednanaimo.ca/reimagine-nanaimo/stories), or via email to [reimagine@nanaimo.ca](mailto:reimagine@nanaimo.ca) each entrant grants to the City of Nanaimo, in perpetuity, a non-exclusive license to publish, use, adapt, display, reproduce, modify, edit or otherwise use their submitted work, in whole or in part, for advertising or promoting REIMAGINE NANAIMO or for any other reason. By entering the Creative Community Contest and sharing a work, each entrant also agrees to release and hold harmless the City of Nanaimo and its advertising and promotion agencies, employees, directors, successors, and assigns against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action. For greater certainty, the City of Nanaimo reserves the right, in their sole discretion, to request an entrant to modify or edit his or her work, if a complaint is received with respect to the work, or for any other reason.

By submitting an entry, each entrant acknowledges that he or she has read and understands and agrees that he or she shall be bound by these Terms and Conditions. The entrant acknowledges that his/her work may be posted or linked to or used in any media by City of Nanaimo in its sole discretion.

## PRIZE

Qualified entrants are eligible to win **ONE** of:

- A \$500 gift certificate to a local Nanaimo electronics shop, OR
- A \$500 gift certificate to a local Nanaimo bike shop, OR
- A \$500 grocery gift card to local Nanaimo grocery store of winner's choice.

Chances of winning depend on the number of entries received.

## SELECTION OF WINNING ENTRIES AND WINNER NOTIFICATION

The winning entry will be chosen randomly from all qualified entries the week of December 1, 2020.

The selected winner will be notified by the City of Nanaimo within 48 hours of the draw via telephone or email as provided by the entrant with the draw entry form.

The selected winner will be required to acknowledge via email or phone his/her receipt of the notification of eligibility for the prize. If no response is received by the City of Nanaimo within five (5) business days of initial notification, the prize will be forfeited and an alternate winner from the remaining eligible entries will be selected.

To be declared a winner, the selected winner must:

- (a) First correctly answer, unaided, a time-limited, skill-testing question;
- (b) Sign a release form, in a form acceptable to the City of Nanaimo;
- (c) Sign a certificate acknowledging receipt of the prize; and
- (d) Sign and return an Image Copyright License agreement, confirming their grant to City of Nanaimo, in perpetuity, of a non-exclusive license to publish, use, adapt, display, reproduce, modify, edit or otherwise use their submitted work, in whole or in part, for advertising or promoting the Creative Community Contest, **REIMAGINE NANAIMO**, or for any other reason and, without limiting the generality of the foregoing, in other City of Nanaimo marketing/advertising material.

If the selected winner fails to meet these conditions within 7 days of acknowledging his/her receipt of the notification of eligibility for the prize, the prize will be forfeited. The City of Nanaimo may then select an alternate Entrant in accordance with these Terms and Conditions. The City of Nanaimo will not have any liability whatsoever to the first selected Entrant in connection with his or her non-compliance with the Terms and Conditions or failure to sign the above-noted documents.

## GENERAL TERMS AND CONDITIONS

The prize is non-transferable and non-assignable. The prize must be accepted as awarded and cannot be substituted or redeemed for cash. The odds of winning are dependent upon the number of eligible entries received.

The decision of the City of Nanaimo is final on all matters of fact, interpretation, eligibility, procedure and fulfillment in all matters related to this Contest Prize Draw and without appeal.

The City of Nanaimo reserves the right to require proof of age and jurisdiction of residence prior to awarding any prize.

The City of Nanaimo may, at its sole discretion, alter, amend, suspend, or cancel this Contest Prize Draw or amend the draw procedures at any time, subject to applicable law.

Winners are solely responsible for the reporting and payment of any and all taxes, if any, that may result in claiming a prize in this Contest Prize Draw.

By participating in this Contest Prize Draw, the entrant agrees to release and hold the City of Nanaimo and their subsidiaries and each of their directors, officers, employees, contractors and agents harmless from any and all losses, damages, rights, claims and action of any kind in connection with this Contest Prize Draw or resulting from the entrant's acceptance, possession, or use of any prize, including without limitation, personal injury, death, or property damage.

These are the official Contest Prize Draw Terms and Conditions. This Contest Prize Draw is subject to the laws of the province of British Columbia and the laws of Canada applicable herein.

The personal information collected, used and disclosed is necessary for the administration of the Contest Prize Draw and is in accordance with the provisions of Part 3 of the Freedom of Information and Protection of Privacy Act (British Columbia). Please refer to the [City of Nanaimo's Privacy Policy](#) or contact the City of Nanaimo's Legislative Services Department: 455 Wallace Street, Nanaimo, BC, by email at [foi@nanaimo.ca](mailto:foi@nanaimo.ca) or by phone at 250-755-4405.