

## **Western Holiday Card 2017 Contest Rules**

The Western Holiday Card 2017 Contest (the “Contest”) is a contest run by Western University (“Western”). All questions regarding the Contest or its official rules should be directed to [holidaycards@uwo.ca](mailto:holidaycards@uwo.ca) at Westminster Hall, Room 160, London, Ontario, N6A 3K7. By participating in this Contest, each contestant agrees to be legally bound by these official contest rules (the “Rules”).

### **1. DESCRIPTION**

Western is hosting the Contest for eligible students to design a holiday card which may be sent by Western’s President to various stakeholders in 2017. The winning submission, as determined by a panel of judges selected by Western’s President, will receive the Prize described below.

### **2. CONTEST PERIOD**

The Contest is run by Western and will take place from December 7, 2016 to January 31, 2017 at 4:59:59 p.m. ET (the “Contest Period”).

### **3. ELIGIBILITY**

The Contest is open to all undergraduate and graduate students registered at Western during the Contest Period. A submission may be made by individuals or groups (to a maximum of 4 individuals per group) (each individual and group making a submission hereinafter referred to as a “Contestant”). If a group submission wins the Prize, the Prize shall be divided equally between the group members. Multiple submissions may be made, provided that they are substantially different from one another.

### **4. SUBMISSIONS**

In the following electronic formats and using the email address identified below, each Contestant must submit a holiday card design. Each submission must be in 2D formats for use on a card and submitted as a .pdf or .jpeg file or as a Microsoft Word document file (.doc or .docx) (a “Submission”). Each Submission must be accompanied by an entry form available at <http://uwo.ca/visarts/holidaycard.html> must be created solely by the Contestant, must be original and not infringe the intellectual property rights of others (such as copyright or trademark), must be in good taste and respect the rights of others, and must be submitted to Western in accordance with this provision and during the Contest Period. Although not obligated to do so, Contestants may wish to consider designs that incorporate one or more of the following elements: winter, holidays, Canada’s 150<sup>th</sup> birthday or Western.

Submissions must be filed by email to:

[holidaycards@uwo.ca](mailto:holidaycards@uwo.ca)

Western is not responsible for any expenses incurred by a Contestant in connection with the Contestant’s participation in the Contest and will not return any materials submitted to the Contest.

## 5. LICENSE

By making a Submission and in consideration of the opportunity to win the Prize, each Contestant gives Western an irrevocable, perpetual, non-exclusive and world-wide licence to use, reproduce, publish, display, modify, create derivatives from and distribute in any manner and in any medium (including the internet) all or part of the Contestant's Submission(s) for Western's educational and other purposes. In particular, the Submission selected to be the winning Submission may be reproduced for use as Western's President's Holiday Card for 2017 in accordance with the foregoing licence.

Each Contestant waives all moral rights in favour of Western with respect to the Contestant's Submission(s) and Western will not be required to pay any additional consideration or seek any additional approval from the Contestant in relation to Western's exercise of its licence.

**Each Submission must not have been previously licensed for online/print use to any other party and must not be shared prior to or during the Contest Period outside of personal social media accounts (i.e. not shared with any corporate accounts).** Failure to meet this condition will result in the Submission being disqualified from the Contest.

Each Contestant represents and warrants that each Submission made by the Contestant is an original work created by the Contestant, that the Contestant owns or controls 100% of the rights in and to the Submission and the rights granted to Western herein, and such rights are and shall be free and clear of any and all claims, rights and obligations of any third party. Each Contestant further represents and warrant that the Contestant has the right to grant to Western the rights granted to it under this provision, that the Contestant does not require the consent of any third party and that there is no contract with any third party that could in any way interfere with Western's rights under this provision or require any payment to be made by Western to any one.

## 6. SELECTION OF WINNER

Western's President shall create a committee of 3 to 4 individuals to review all the Submissions and to select a Submission to win the Prize (the "Committee"). The Committee shall select the winning submission based on originality, style, composition, quality and appropriateness of theme. Identifying information will be removed/excluded from each Submission during the selection process to ensure impartiality. Within two weeks following the close of the Contest Period, the Committee will select a winning Submission and notify the Contestant with the winning Submission by email at the email address provided by the Contestant.

## 7. PRIZE

There is one prize available to be won (the "Prize") consisting of \$250.00 CDN. The odds of winning the Prize are dependent on the number of eligible Submissions received by Western during the Contest Period in accordance with these Rules. All federal, provincial and municipal taxes are the sole responsibility of the winner.

## 8. DECLARATION AND LICENCE FORM

- (a) In order to be declared the confirmed Prize winner, each winning selected Contestant must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, sign

and return within five business days of notification by e-mail, a Declaration and Permission form prepared by Western which, among other things:

- i. confirms acceptance and compliance with these Rules;
- ii. acknowledges acceptance of the Prize, as awarded; and
- iii. grant to Western to right use, reproduce and/or publish in any related publicity, his/her/their name, and any statements made regarding the Prize for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the internet), without any compensation or further attribution or notification; and

(b) If a winning selected Contestant:

- i. fails to return the properly executed Declaration and Permission form within the specified time;
- ii. cannot accept a Prize for any reason; or
- iii. otherwise fails to comply with the Rules;

then he/she/they will be disqualified (and will forfeit all rights to the Prize) and Western reserves the right, in its sole and absolute discretion, to select from among all remaining eligible Submissions an alternate selected Contestant as the potential winner of the Prize (in which case the foregoing provisions of this section shall apply to such new selected prize winner).

## **9. GENERAL TERMS AND CONDITIONS**

**9.1 Verification of Submissions:** Western reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to Western) from any Contestant in this Contest. A Contestant whose Submission cannot be verified to the satisfaction of Western, in its sole and absolute discretion, may be disqualified from the Contest and will not be eligible to win the Prize. In that case, Western reserves the right to conduct a reselection of a selected Contestant by means of a further evaluation.

**9.2 No Liability:** The Releasees (defined below in Section 9.6) will not be liable for: (i) any failure of the submission website, Western's servers or other sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any email from the Contestant to be received by Western or; (iv) any injury or damage to a Contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) any combination of the above.

**9.3 Acceptance of the Prize:** The Prize must be accepted as awarded and is not transferable or assignable, except in Western's sole and absolute discretion.

**9.4 Number of Prizes/Winners:** By entering the Contest, each Contestant acknowledges that Western shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by Contestants is greater than the number of prizes

available, Western reserves the right, in their sole and absolute discretion, to end the Contest in whole or in part, without notice, and to award the correct number of prizes among the correct number of winners, selected in accordance with these Rules from among those eligible Submissions validly submitted prior to the termination of the Contest.

**9.5 Termination of Contest and Amendment of Time Periods:** Western reserves the right to void any Submission and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law), in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of Western that, in its sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and Western reserves the right to seek remedies and damages to the fullest extent permitted by law.

Western reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Contestant or Submission with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of Western, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

**9.6 Release and Exclusion of Liability.** By entering or attempting to enter the Contest, each Contestant and/or purported contestant agrees to release, discharge, and forever hold harmless Western and its officers, directors, employees, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the Contestant’s participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of the Prize. The Releasees will not be responsible for any lost, incomplete, late or misdirected Submission or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person’s or any other person’s participation or attempted participation in the Contest.

**9.7 Minors:** For greater certainty, where the selected Contestant is under the age of majority, as a precondition to the selected Contestant being declared the winner and receiving the Prize, the parent or legal guardian of the selected contestant must consent in writing to the Selected Contestant being declared a winner and receiving a Prize and must also sign and return to Western its form of Declaration and Permission form (see Section 8 above).

**9.8 Name/Image of Winners and Submission:**

(a) By entering the Contest or submitting a Submission, each Contestant:

- i. authorizes Western to use, reproduce and/or publish in any related publicity, his/her/their name, photograph, image, voice, likeness, biographical information, Submission, and any statements they make regarding a prize or his/her/their Submission for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification and waiving all moral rights in favour of Western;
- ii. agrees that anything created by Western which is derived from the Contestant's Submission, photograph, image, voice, likeness or any statements the Contestant makes regarding the Prize, is owned by Western; and
- iii. on his/her/their own behalf, and on behalf of his/her/their heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 9.6) from and against any and all claims (whether known or unknown, in law or in equity) that he/she/they or any of his/her/their heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the Submission, name, photograph, image, voice, likeness, biographical information, and/or any statements they make regarding the Prize or Submission.

(b) If a Contestant has any questions or does not wish Western to use any or all of his/her/their name, photograph, image, voice, likeness, biographical information, and/or any statements made regarding the Prize, for purposes other than Contest administration, please contact [holidaycards@uwo.ca](mailto:holidaycards@uwo.ca) at Westminster Hall, Room 160, London, Ontario, N6A 3K7.

**9.9 Personal Information:** By entering this Contest, each contestant expressly consents to Western, and its agents and/or representatives, collecting, using and disclosing the personal information submitted with his/her/their Submission only for the purpose of administering the Contest and in accordance with the *Freedom of Information and Protection of Privacy Act* (Ontario).

**9.10 Applicable Law, Attornment and Decisions:** This Contest and these Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Western and the contestants hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The decisions of Western with respect to all aspects of this Contest are final and binding on all Contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of a Contestant and his/her/their Submission.

**9.11 Waiver:** Failure by Western to enforce any of their rights at any stage does not constitute a waiver of those rights.

**9.12 Severability:** Each term and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

**9.13 Captions & Headings:** The captions and headings of clauses contained in these Rules preceding the text of the articles, sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of these Rules, or have any effect on their interpretation or construction.