

Canada's Top Mayor Contest (the "Contest")

Official Contest Rules (the "Rules")

The Contest is subject to all federal, provincial, and municipal laws.
Void where prohibited.

NO PURCHASE NECESSARY

This Contest will be run in accordance with these Rules, subject to amendment by the Contest Sponsor. Entrants must comply with these Rules, and, by entering the Contest, will be deemed to have received and understood the Rules.

1. **Contest Entities:** The Contest is sponsored and administered by Canada's Top Mayor Award Inc. (the "**Contest Sponsor**").
2. **Contest Period:** The Contest starts on or about 9:00am Eastern Time (ET) on October 1, 2019 and continues until on or about 9:00am Eastern Time (ET) on May 31, 2020 (the "**Contest Period**").
3. **Eligibility:** The Contest is only open to current mayors of a municipality in a province or territory of Canada (with the exception of Quebec). The mayor must, in addition to being the current mayor of the eligible municipality, have also held his or her office between January 1, 2019 and December 31, 2019. The mayor must be a legal resident of Canada, at least 19 years of age, and hold the office of mayor during the entirety of the Contest Period.
4. **How to Enter:** No purchase necessary. To enter, the mayor must submit an application between 9:00am Eastern Time on October 1, 2019 and 11:59pm Eastern Time on January 31, 2020 by sending an e-mail to both **submissions@canadastopmayoraward.com** and **info@canadastopmayoraward.com** requesting entry to the contest. Attached to the e-mail, the mayor must submit:
 - a. Get-to-know-you video: A ninety (90) second get-to-know-you video introducing the mayor and describing why he or she should win the Award, delivered via the website submission form. This component is optional but recommended;
 - b. Head Shot and Biography: A head shot and biography should be submitted via the website submission form. The headshot must be in pdf or jpg format with no maximum or minimum file size. There is no word limit for the biography.
 - c. Municipal Best Practices Questionnaire: A 250 word statement per section for a maximum total of 1000 words that outlines his or her:

- i. approach to reducing environmental impact and growth management strategy with respect to sustainable land use planning in the municipality and the corresponding action plan to achieve the goals therein;
 - ii. strategy as a fiscally responsible leader and plans on supporting economic development and entrepreneurship in the municipality;
 - iii. plans and efforts for various health care initiatives, the promotion of social responsibility, and displays of civic pride including the arts, culture, sport, and leisure; and
 - iv. dedication to charitable giving and community engagement.
- d. List of Community Improvement Projects and Charities: A list of the community improvement projects and charities you wish to help with your Award Funds (defined below), within the guidelines for the distribution of the Award Funds as described in further detail in Section 6 of these Rules.

All entries become the property of the Contest Sponsor. Limit one (1) entry per mayor/municipality. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).

5. Submission Conditions: The Contest Sponsor may, in its sole discretion, elect to use, in whole or in part, any submission materials submitted into this Contest for its own future advertising and/or promotional activities, without notice or compensation and any entrant submitting such materials forfeits any further copyright or similar claims to same. Submission materials include, but are not limited to, essays, videos, compilations, etc. as applicable. Each entrant warrants to the Contest Sponsor and affiliate companies that his/her submission materials do not contravene or infringe on anyone else's copyright or other intellectual property. Submission materials must not:

- a. exceed the imposed lengths as described in Section 4;
- b. contain defamatory words/statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group);
- c. threaten any person, place, business, or group;
- d. disparage persons or organizations associated with the Contest Sponsor;
- e. invade privacy or other rights of any person, firm, or entity;

- f. contain/reference (as applicable) material that is in any way unlawful, in violation of or contrary to all applicable federal, provincial or municipal laws and regulations where the submission is created;
- g. contain/reference (as applicable) material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous; and
- h. contain/reference (as applicable) any persons or organizations without their prior express written permission (collectively the “**Submission Conditions**”).

Where applicable, the submission materials must be created in a safe and lawful manner. The Contest Sponsor reserves the right, in its sole discretion, to (a) revise submission materials, or request the entrants to revise and resubmit the submission materials in order to make such submission materials compliant with these Submission Conditions, (b) remove any submission materials which are deemed inappropriate according to the Contest Sponsor; and (c) disqualify any individual who is found: (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Rules; or (iii) to be acting in an un-sportsmanlike or disruptive manner, including (but not limited to) by submitting fraudulent or false statements or materials to the Contest or broadcasting such to the public during the administration of the Contest; (iv) to be in violation of any of the Submission Conditions specified above; or (v) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Contest Sponsor’s sole discretion.

6. **Prize:** There are eight (8) prizes available to be won in Canada, consisting of:
- a. Directing the Contest Sponsor as to the allocation of the sponsorship funds raised for the Contest and designated by the Contest Sponsor as forming part of the award (the “**Award Funds**”). The Award Funds must be allocated by the mayor to support one or more charities local to the mayor’s municipality;
 - b. Participation in the award ceremony; and
 - c. Use of the title “CANADA’S TOP MAYOR 2020” (collectively, the “**Prize**”).
 - d. Seven BEST MUNICIPAL PRACTICES awards valued at a minimum of \$10,000 worth of cash and prizes will be awarded by the sponsor of the award. Directing the Contest Sponsor as to the allocation of the sponsorship funds raised for the Contest and designated by the Contest Sponsor as forming part of the award (the “**Award Funds**”).

The Award Funds must be allocated by the mayor to support one or more charities local to the mayor's municipality;

The retail value of the Prize may vary based on the number and amount of sponsorships received to fund the Award Funds. A winner will not be entitled to any difference between the actual and any approximate retail value of the Prize that may be included on publicity or promotional materials.

The Contest Sponsor may decline the use of the Award Funds for any of the charities selected by the mayor if the charity is, in the sole opinion of the Contest Sponsor, an inappropriate use of the Award Funds. The Award Funds will be transferred to the approved selected parties no later than fifteen (15) days following the awards ceremony.

- 7. Prize Conditions:** The winning mayor must sign and return a Declaration and Release form as well as any other prize fulfillment documents that are required by the Contest Sponsor within a specified period of time in order to receive the Prize.

The winning mayor must be able to attend an award ceremony held on a date within the month of November, 2020, as mutually agreed to by the winning mayor and the Contest Sponsor (the "**Prize Date**"), in the winning mayor's municipality (the "**Prize Place**").

- 8. Winner Determination:** The winner will be determined in three phases. The first phase will begin on March 1, 2020 and will end March 28, 2020 (the "**Committee Selection Phase**"). During the Committee Selection Phase, the Committee will select up to ten (12) submissions from Mayors based on their application packages.

The second phase will begin on or around 12:00am Eastern Time on April 1, 2020 and will end at 11:59pm Eastern Time on April 30, 2020 (the "**Online Voting Phase**"). During the Online Voting Phase, the public will be invited to vote for any of the eligible entrants on the Contest Sponsor's website at www.canadastopmayoraward.com. The eligible members of the public who may vote during the Online Voting Phase are residents of Canada (excluding residents of Quebec) who are at least 18 years of age. Each member of the public casting a vote may only cast a single vote and must complete the voting form in full before his or her vote will be counted. The Contest Sponsor may disqualify any vote by a member of the public if it is deemed, at the sole and absolute discretion of the Contest Sponsor, to be fraudulent or did not meet the eligibility criteria.

Following the Online Voting Phase, the top three (3) mayors as determined by tallying the eligible votes from the Online Voting Phase (the "**Finalists**"), will be advanced to the third phase.

Between May 1, 2020 and May 31, 2020 (the “**Judging Phase**”), a panel of celebrity judges, as selected by the Contest Sponsor, will evaluate the Finalists against the weighted criteria below to determine the winner.

| Criteria | Weighting |
|---|------------------|
| 1. Get-to-know-you Video | 30 points |
| 2. Headshot/biography | 10 points |
| 3. Municipal Best Practices Questionnaire | 50 points |
| 4. List of Community Improvement Projects and Charities | 10 points |
| Total Score (Maximum 100) | 100 |

Each submission will be given a score (the “**Score**”) out of 100 by the panel of judges, as determined by the aggregate of the scores from each of the components listed above. In the event that there is a tie between two or more of the Finalists, each judge will allocate one (1) additional point to one of the tied Finalists at his or her discretion, which point shall form part of that Finalist’s Score. The Finalist with the highest Score shall be deemed to be the winner. The odds of being selected as a winner depends on the number and calibre of eligible submissions received during the Contest Period, the number of votes an entrant receives during the Online Voting Phase, and the ability of a submission to satisfy the judging criteria outlined above. In the event that one of the selected celebrity judges is unable to fulfill their duties, a member of the submissions and judging committee step in to act as a substitute judge. To avoid bias a committee member will be selected by a draw of names of all committee members.

9. **Winner Notification:** A representative from the Contest Sponsor will contact the prospective winner via email within two (2) business days of the conclusion of the Judging Phase (“**Winner Notification**”). Every component of the Prize, with the exception of the Award Funds, will be delivered and/or presented to the winner in the Prize Place on the Prize Date. If the prospective winner cannot be contacted within five (5) business days of the first attempt to contact (including failing to reply to the Winner Notification) or, if contacted, does not claim the Prize, or does not meet all of the Contest conditions outlined in these Rules, the selected entrant will be disqualified and forfeits his/her prize, and the submission with the next highest Score may be selected as a potential winner whom a representative of the Contest Sponsor will attempt to contact, and who will be subject to disqualification in the same manner. This process will continue until contact is made with a selected entrant who meets the Contest requirements or until there are no more eligible entries, whichever comes first. The Contest Sponsor is not

responsible for failed attempts to notify any selected entrant. Upon prize forfeiture, no compensation will be given.

10. **Prize Substitution:** Any prize is non-exchangeable, non-transferable, non-refundable, has no cash-surrender value, and must be accepted as awarded with no substitutions. The Contest Sponsor reserves the right, in its sole discretion, to substitute and/or modify any prize with (a) prize(s) of equal or greater value for any reason.
11. **Winner Conditions:** To be declared the winner, a selected entrant must first: (i) have complied with, be in compliance with, and continue to comply with the Rules; and (ii) sign and return a Declaration and Release form as well as any other prize fulfillment documents that are required of Contest parties, within a specified period of time.
12. **Tampering:** All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules may be disqualified by the Contest Sponsor. Contest Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest. During the Online Voting Phase, any attempt by an entrant to fraudulently obtain votes by using (or directing others to use) automated systems to cast a vote in his or her favour or influencing one or more person to accept consideration in exchange for casting a vote in the entrant's favour will void that entrant's entry and eligibility to win the Prize and cause that entrant to be disqualified from the Contest and, at the sole discretion of the Contest Sponsor, any of the Contest Sponsor's other promotions.

Contest Sponsor assumes no responsibility for failure of the internet or the website during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

13. **Modification/Termination:** Subject to applicable law, the Contest Sponsor reserves the right, in their sole discretion and without liability, to terminate or suspend the Contest in whole or in part, or modify the Rules of the Contest at any time without notice if fraud, technical failures including any network

server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Contest Sponsor that corrupts the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules, or for any other reason at the sole discretion of the Contest Sponsor.

- 14. Privacy:** Personal information is being collected by the Contest Sponsor from entrants and will be used by us for the purpose of administering this Contest. Personal information may be collected, used or disclosed in jurisdictions other than Canada. Personal information that resides in jurisdictions other than Canada will be subject to the general laws of application in those jurisdictions. Contest Sponsors will not sell, share or otherwise disclose personal information of entrants with third parties or agents, other than to third parties or agents engaged by us to fulfill the Contest or as permitted or required by the applicable laws.
- 15. Publicity:** By participating in the Contest, each entrant agrees that the Contest Sponsor and its respective designees may use his/her name, photographs, videos, Contest submissions, likenesses, city of residence, biographical information, prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media (now or hereafter known) throughout the world, in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.
- 16. Release and Liability:** By entering this Contest, entrants forever release and hold harmless the Contest Sponsor and its advertising and promotional agencies, its affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any Contest and/or prize-related activity.
- 17. Mediation and Arbitration:** Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or) arising out of or relating to the Contest, Prize, oral or written statements, or advertisements or promotions related to the Contest, or relationships that result from the Contest (including relationships with an third parties) (each, a “**Claim**”), by the Contest Sponsor or any entrant, will be referred to and determined by private and confidential mediation before a single mediator chosen by the parties and at their joint cost. Should the parties after mediation in good faith fail to reach a settlement, the issue between them shall then be determined by private, confidential and binding arbitration by the same person originally chosen as

mediator or by an arbitrator designated by the mediator if the mediator is unable or unwilling to act as arbitrator. Either party may commence court proceedings to enforce the arbitration result when an arbitration decision shall have been rendered and sixty (60) days have passed from the date of such decision. By so agreeing, the Contest Sponsor and each entrant waives any right they each may have to commence or participate in any class action against each other related to any Claim and, where applicable, the Contest Sponsor and each entrant hereby agree to opt out of any class proceeding against each other otherwise commenced. Mediation and arbitration of Claims will be conducted in such forum and pursuant to such rules upon which parties agree, and failing agreement will be conducted by an arbitrator pursuant to the laws and rules relating to commercial arbitration in the Province of Ontario, that are in effect on the date of the notice to mediate and arbitrate.

- 18. Construction:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrants and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of the Province of Ontario. All entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.