

## **OFFICIAL RULES: Moving Forward Together survey contest (the "Contest")**

ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST OFFICIAL RULES.

### **1. PRIZE & ODDS OF WINNING**

Prize: One Apple iPad Mini will be awarded.

Approximate retail value: \$329.00.

Odds of winning depend on the number of eligible entries received for the Contest.

No assignment, transfer, or substitution of prize is permitted, except that the Halifax Regional Municipality ("HRM") reserves the right to substitute a prize of equal or greater value if the advertised prize is unavailable. Prize awarded may not be exactly as illustrated.

### **2. CONTEST PERIOD**

Contest Period begins on Tuesday, September 3, 2013 and ends on Monday, September 30, 2013 at 4:30pm ("Contest Period").

### **3. ELIGIBILITY**

The Contest is open to all residents of the Halifax Regional Municipality age 19 years or older, except employees of Metro Transit and members of their immediate families or any person who lives with them (whether related or not).

HRM shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to HRM for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. HRM reserves the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### **4. ENTRY**

No purchase necessary to enter or win. Residents of HRM may participate in the Contest by properly completing and submitting the survey questionnaire online at <http://halifax.ca/movingforwardtogether/> or in hard copy. Hard copies may be obtained by calling HRM at "311" or at one of HRM's Moving Forward Together public meetings, a schedule of which can be found at <http://www.halifax.ca/movingforwardtogether/>. Hard copies of surveys may also be obtained at HRM Service Desks throughout the duration of the Contest period.

Hard copy surveys may be returned to HRM staff at Moving Forward Together public meetings, dropped off at an HRM Service Desk, or may be mailed to:

Halifax Regional Municipality  
Attn: Moving Forward Together Survey (Metro Transit)  
P.O. Box 1749  
Halifax, Nova Scotia, B3J 3A5

All entries must be received by HRM no later than the end of the Contest Period. All eligible entries will be included in the draw. All entries become the property of HRM and will not be returned to entrant.

LIMIT ONE ENTRY PER PERSON. Multiple entries will be disqualified.

No responsibility is assumed by HRM for lost, late, or misdirected entries or for any human, computer, online, telephone, or technical malfunctions that may occur, or for any printing or typographical errors in any materials associated with the Contest.

## 5. DRAW

The prize will be awarded by random computer generated draw on Tuesday, October 15, 2013, from all eligible Contest entries received during the Contest period.

The selected entrant will be contacted by phone or email (using the contact information provided by the entrant at the time of entering the Contest) at least three (3) times within the fourteen (14) days after the draw. If the selected entrant cannot be contacted in that time, another entrant will be randomly selected and the process of contacting the new entrant will be repeated. The initial selected entrant will be disqualified and have no recourse to towards HRM.

In order to be declared a winner, the selected eligible entrant must answer, unaided, a time-limited mathematical skill-testing question to be administered at a mutually convenient time over the telephone, and he or she will be required to sign a standard Declaration and Release Form confirming compliance with the Contest Rules and releasing HRM from all liability relating to the Contest. The selected entrant will have seven (7) days from the date of receipt to return a signed copy of the Declaration and Release Form to HRM. If he or she does not, another entrant will be randomly selected and the process of contacting the new entrant will be repeated. The initial selected entrant will be disqualified and have no recourse to towards HRM.

## 7. INDEMNIFICATION BY ENTRANT

By entering this Contest, entrants agree, and by accepting the prize, the winner agrees, to release and hold harmless HRM, its Mayor, Councillors, employees, representatives, volunteers, and agents (collectively, the "Releasees") from any and all liability for any loss or personal injury (including death or damage to or loss of property), arising in whole or in part from their participation in the Contest and the acceptance, possession, use or misuse of any prize, including any loss based on defamation and invasion of privacy. The winner and all entrants agree to fully indemnify the Releasees from any and all claims by third parties relating to the Contest arising out of the winner or entrant's negligence.

## 8. LIMITATIONS OF LIABILITY

HRM is not responsible for any incorrect or inaccurate information, whether caused by Web site users or by any of the equipment or programming associated with or utilized in the HRM or by any technical or human error that may occur in the processing of submissions in the Contest. HRM assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to HRM's Web site. HRM is not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Web site. If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of HRM that, in the sole opinion of HRM, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, HRM reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Contest for any draw(s) and select the winner from entries received for that draw prior to the action taken. IN NO EVENT WILL HRM BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO ANY INTERNET SITE RELATING TO THE CONTEST OR ARISING OUT OF PARTICIPATING IN THE CONTEST, OR BY THE ACCEPTANCE, POSSESSION, USE OF, OR FAILURE TO RECEIVE ANY PRIZE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON SUCH SITES OR ANY PRIZE WON IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

## 9. GENERAL CONDITIONS

In accordance with Section 485 of the *Municipal Government Act*, S.N.S. 1998, c. 18, the personal information collected to administer this contest will only be used by HRM staff for the purpose of prize selection in the contest. If you have any questions about the collection and use of this information please contact the Access & Privacy Office at 490-4390 or [accessandprivacy@halifax.ca](mailto:accessandprivacy@halifax.ca).

By entering, you agree to these Official Rules and the decisions of HRM, which are final and binding in all respects.

This Contest is governed by, and these rules will be construed and interpreted pursuant to, the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

By accepting the prize each winner agrees to the use of his or her name, city of residence, photograph and/or image on videotape for publicity purposes in any medium, including on the Halifax Regional Municipality's websites, without additional compensation or permission.

HRM reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest, or to be acting in violation of the Official Rules. Any use of robotic, automatic, programmed, or like entry methods will void all such entries by such methods. HRM reserves the right, in its sole discretion, to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice.

I have read and understand these Official Rules and I agree and accept to be bound by them.