

THE FOLLOWING IS A CONDENSED VERSION OF THE RULES

Contest Period:

The contest commences on March 1, 2018 and all photo submissions must be received no later than October 31, 2018 at 11:59 p.m. Time stamps upon uploading or posting to a social media account shall be deemed the official time of submission.

Contest Theme:

All photo submissions must have been taken in Whitchurch-Stouffville, Ontario to capture the spirit and essence of the Town in some way.

Winning Submissions:

Winning photo submissions will be featured in the Town of Whitchurch-Stouffville's 2019 calendar and selected entries will be featured in a photo exhibit in Whitchurch-Stouffville Town Hall at the end of 2018.

Judges:

All eligible photo submissions will be judged by a panel of volunteers consisting of Town of Whitchurch-Stouffville staff and residents. Photos will be judged on the Contest Theme and the appropriateness and overall quality and appearance of the photo.

Photo Credit:

The winning photographs will appear along with the photographer's name in the calendar and selected entries will participate in the Photo Exhibit at Town Hall.

How to Enter:

The Contest is open to all photographers (both amateur and professional). Participants must ensure that each entry is available in high-resolution: (1) a minimum resolution of 300 PPI (pixels per inch) and minimum size of 11.2083 inches x 9.0208 inches; or (2) a minimum dimension of 2707 pixels x 3363 pixels.

To ensure eligibility for the contest, please submit files no larger than 20MB at the time of entry. Higher resolution files may be requested should an entry be preselected to be awarded a prize or an honorable mention. All photographs should accurately reflect the subject. Photos that have been digitally altered beyond standard optimization (removal of dust, cropping, reasonable adjustments to exposure, color and contrast, etc.) will be disqualified.

**OFFICIAL CONTEST RULES AND REGULATIONS & PRIVACY STATEMENT
THE TOWN OF WHITCHURCH-STOUFFVILLE PHOTO CONTEST**

No purchase necessary.

**OFFICIAL CONTEST RULES AND REGULATIONS
WHITCHURCH-STOUFFVILLE PHOTO CONTEST (the “CONTEST”)**

Please read these Official Contest Rules and the associated Privacy Statement in their entirety before entering the Contest. You are not eligible to enter the Contest unless you agree to these Official Contest Rules and the Privacy Statement. Participation in the Contest constitutes full and unconditional agreement and acceptance of these Official Contest Rules, which are final on all matters relating to the Contest.

The Town of Whitchurch-Stouffville (“the Town”), its employees, Municipal Council members, agents’ successors and assigns shall not be held responsible for any costs, losses, damages or expenses arising by reason of accident, negligence, printing, administrative or other errors that may arise or occur in connection with the Contest. The Town reserves the right to modify, amend, suspend or terminate this Contest, without prior notice, with no obligation or liability.

CONTEST DURATION

The Contest starts on Thursday, March 1, 2018 at 12:01 a.m. ET and ends on Sunday, October 31, 2018 at 11:59 p.m. ET (the “Contest Period”).

ELIGIBILITY

No purchase is necessary to enter.

Contest is open to anyone 18 years of age or older at the time of entry, except Town of Whitchurch-Stouffville employees or agents, or Town of Whitchurch-Stouffville Council members.

To be eligible to participate in this Contest, each person entering the Contest (“Contestant”) must:

- Submit at least one (1) photograph taken in the Town of Whitchurch-Stouffville between January 1, 2018 and October 31, 2018; and
- Provide a description and the location of the photo;
- Provide a photo(s) that does not contain watermarks or logos;
- Provide a photo(s) that is the original work of the Contestant.

Photos that have been digitally altered beyond standard optimization (removal of dust, cropping, reasonable adjustments to exposure, color and contrast, etc.) will be disqualified.

HOW TO ENTER

During the Contest Period, valid Contest entries (“Entries”) will be accepted via the Instagram or Twitter application, or through the contestant’s Facebook Account (the “Application”). The Contestant must: (1) take one or more photos in the Town of Whitchurch-Stouffville; and (2) hashtag the photo(s) “#MyWSTown” (a “Hashtag”).

Each time a Contestant uses a hashtag and submits an Application or submits a photo through the Website, the Contestant is agreeing to comply with these Official Contest Rules and all such submittals that comply with these Official Contest Rules constitute Entries. Photos with a Hashtag may be submitted by Contestants via any of the following:

Instagram:

To submit your photos via Instagram, you must: (1) have a valid, public (i.e. not “private”) Instagram account and follow the official Town of Whitchurch-Stouffville Instagram account @townofws; and (2) during the Contest Period, post a full-colour, original and previously unpublished, Whitchurch-Stouffville themed photograph taken in the Town of Whitchurch-Stouffville, with a caption which includes: (a) the official Town of Whitchurch-Stouffville Instagram account handle @townofws; (b) the hashtag #MyWSTown; and (c) precise and accurate information as to where this photograph was taken, what it depicts and who is featured in it

(if applicable). All photos submitted via Instagram must be available in high-resolution as outlined above.

Twitter:

To submit your photos via Twitter, you must: (1) have a valid, public (i.e. not “private”) Twitter account and follow the official Town of Whitchurch-Stouffville Twitter account @townofws; and (2) during the Contest Period, post a full-colour, original and previously unpublished, Whitchurch-Stouffville themed photograph taken in the Town of Whitchurch-Stouffville, with a tweet which includes: (a) the official Town of Whitchurch-Stouffville Twitter account handle @townofws; (b) the hashtag #MyWSTown; and (c) precise and accurate information as to where this photograph was taken, what it depicts and who is featured in it (if applicable). All photos submitted via Twitter must be available in high-resolution as outlined above.

Facebook:

To submit your photos via Facebook, you must: (1) have a valid, public (i.e. not “private”) Facebook account and follow the official Town of Whitchurch-Stouffville Facebook account @wstouffville; and (2) during the Contest Period, post a full-colour, original and previously unpublished, Whitchurch-Stouffville themed photograph taken in the Town of Whitchurch-Stouffville, on your own Facebook timeline with a caption which includes: (a) the official Town of Whitchurch-Stouffville Facebook account handle @wstouffville; (b) the hashtag #MyWSTown; and (c) precise and accurate information as to where this photograph was taken, what it depicts and who is featured in it (if applicable). All photos submitted via Facebook must be available in high-resolution as outlined above.

Entries generated by script, macro or other automated means and Entries by any means which subvert these Official Contest Rules are void. The Entries will not be returned. Photos containing any public figures or other recognizable individuals must be accompanied by a signed model release form which will be made

available on the Town's website. Submissions without the appropriate paperwork will not be considered in the Contest.

Photos will be screened for appropriateness before being considered for voting. Photos that are inappropriate in nature or do not include the Town in the image will be void. Appropriateness of the photos is determined at the sole and exclusive discretion of the Town. Contestants can submit as many photos during the Contest Period that they want.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, or Twitter. You understand and agree that you are providing your information to the Town and not to Instagram, Facebook or Twitter.

The Town is not responsible for technical problems with digital photos or uploading photos. If photos submitted cannot be viewed or any submitted photos do not satisfy the Contest requirements, such Entries will be disqualified.

No responsibility is assumed by the Town, its respective Council members, employees, agents, successors and assigns, for any disruption to postal service or to telephone network or lines, computer on-line systems, servers or providers, computer equipment, software or failure of any entry to be received because of technical problems on the internet or at any website, or any combination thereof, as well as lost, misdirected, or late entries which for any reason are not received or which are illegible, incomplete or irregular in any way.

ENTRIES

No Entries shall be returned. By entering this Contest, Contestants indicate their consent to their personal information being stored, used and processed for purposes concerning this Contest by The Town. The declared prize winners' information, including his/her name, mailing address, telephone number and/or e-mail address, will be shared with The Town and the independent contest administrator, as required to award the prizes in this Contest. The Contestant by entering this contest, does not require the consent of any other party or rights holder to submit the image or has obtained said consent.

PRIZES DESCRIPTION

There are five prizes available to be won:

1. Grand Prize
2. Second Prize
3. Third Prize
4. Honourable Mention #1
5. Honourable Mention #2

The Grand Prize includes:

- The photo and the photographer's name being featured on the cover of the Whitchurch-Stouffville 2019 Calendar with recognition that the photo won the Grand Prize;
- The opportunity to be featured in a Photo Exhibit at Town Hall featuring all winning entries from December 5, 2018 – January 19, 2019
- A gift card to Henry's worth \$100

The Second Place Prize includes:

- The photo and the photographer's name being featured in the Whitchurch-Stouffville 2019 Calendar with recognition that the photo won the Second Place Prize;
- The opportunity to be featured in a Photo Exhibit at Town Hall featuring all winning entries from December 5, 2018 – January 19, 2019
- A gift card to Henry's worth \$50

The Third Place Prize includes:

- The photo and the photographer's name being featured in the Whitchurch-Stouffville 2019 Calendar with recognition that the photo won the Third Place Prize;

- The opportunity to be featured in a Photo Exhibit at Town Hall featuring all winning entries from December 5, 2018 – January 19, 2019
- A gift card to Henry's worth \$50

The First Honourable Mention Prize includes:

- The photo and the photographer's name being featured in the Whitchurch-Stouffville 2019 Calendar with recognition that the photo won an Honourable Mention Prize;
- The opportunity to be featured in a Photo Exhibit at Town Hall featuring all winning entries from December 5, 2018 – January 19, 2019
- A gift card to Henry's worth \$25

The Second Honourable Mention Prize includes:

- The photo and the photographer's name being featured in the Whitchurch-Stouffville 2019 Calendar with recognition that the photo won an Honourable Mention Prize;
- The opportunity to be featured in a Photo Exhibit at Town Hall featuring all winning entries from December 5, 2018 – January 19, 2019
- A gift card to Henry's worth \$25

The selection process is described below.

PRIZE WINNER SELECTIONS AND NOTIFICATION

Prize Winners:

For each available prize listed above, one Contestant who submitted at least one (1) eligible photo during that Contest Period will be selected from all eligible Entries to be awarded the Grand Prize.

Selection of the Prize Winner will be determined by a committee consisting of Town Staff and volunteers (the “Committee”) based on the quality and creativity of the Entry, as well as other criteria established at the Committee’s sole discretion. Contestants are limited to one Prize.

All Prize winners must meet the eligibility rules in order to receive the prize. The Town will notify each selected winner by mail, phone, and/or e-mail. In order to be declared a winner, the Contestant must correctly answer a time-limited mathematical skill testing question by phone or mail.

CONTEST GRAND PRIZE WINNER SELECTION AND NOTIFICATION

At the end of the Contest Period, the representatives of the Committee will select the winner of the Prizes from the valid Entries made during the Contest Period. The Contestant who entered the winning photo will be notified by the Committee of his or her selection as a winner. The winner will be announced no later than November 3, 2018.

The selection of the winners of the Prizes will be determined in part by the quality and creativity of their photos and other criteria as established by the Committee at its sole discretion. The Contestant selected as the winner of a prize must meet the eligibility rules before being awarded the prize. The winning Contestant will be notified by mail, phone, and/or e-mail.

CLAIMING ANY PRIZE

Within thirty (30) days of being confirmed a qualified prize winner, that person will be responsible for providing a mailing address to the Committee staff involved with the Contest in order to receive his/her prize.

The qualified winners each agree to release the Town, its employees, Municipal Council members, agents, successors and assigns and all other Contest Parties from any and all liability, loss, damage or claims caused by, resulting from or

otherwise associated with the awarding, receipt, installation, possession, and/or use or misuse of any prize, including any travel or transportation related thereto.

GENERAL RULES

By participating in this Contest, Contestants agree to comply with these official contest rules and regulations and with the decisions of the Town, judges and/or the independent contest administrator, which are irrevocable and shall be legally binding in all instances.

By entering this Contest and submitting your information, you agree that you have read and understand the Contest rules and that the information you provide will be governed by our Privacy Statement.

By participating in this Contest, all eligible Contestants and qualified winners also agree to the use of their submitted Entry information including name, address (municipality only), and photos for publicity purposes relating exclusively to this Contest without additional compensation.

By participating in this Contest, all Contestants grant to the Town a worldwide, non-exclusive, unrestricted, royalty-free, perpetual, irrevocable, assignable right and license to use, reproduce, modify, publish, create derivative works from, translate, license and display the submitted entry information, images (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or later developed, without the Contestant's prior approval and all Contestants further waive any copyright that they may have in the submitted entry information. In addition, by submitting an Entry in this Contest, each Contestant represents and warrants that they own and control all rights in and to the submitted entry information and that each Contestant has the right to grant the foregoing rights to the Town.

This Contest and the terms and conditions contained in these official contest rules and regulations, shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, Canada and the Federal laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario, Canada.

This Contest is subject to all applicable federal, provincial and municipal laws and regulations. Void where prohibited.

RIGHTS RESERVED

The Town reserves the right, in its sole discretion to cancel or suspend this promotion should fraud, virus, bugs or other causes beyond the control of the Town corrupt the administration, security or proper play of the contest. With respect to computer entries, the Town is not responsible for computer system, phone line, hardware, software or program malfunctions or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Should multiple users of the same email account enter the contest and a dispute thereafter arise regarding the identity of the Contestant, the authorized subscriber of said email account at the time of entry will be considered the Contestant. "Authorized account subscriber" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted e-mail address. Automated entries are prohibited, and any use of such automated entries shall result in disqualification. The Town reserves the right at its sole discretion, to disqualify any individual (and all of his or her contest entries) who tampers with the entry process.

**Privacy Statement as it applies to
THE TOWN OF WHITCHURCH-STOUFFVILLE PHOTO CONTEST**

The Town of Whitchurch-Stouffville (the Town) recognizes our responsibility to protect the personal information provided to us. In brief, "personal information" is information that can be uniquely identified with you, such as your full name, address, email address and phone number for the purposes of your entry into THE TOWN OF WHITCHURCH-STOUFFVILLE PHOTO CONTEST (the Contest).

This Privacy Statement applies to individuals who deal with us in relation to the Contest in Canada and to all personal information that we collect about you for the purposes of the Contest. The Town does not control the content or the privacy policies of third party online resources to which our websites may provide links and this Privacy Statement does not, therefore, apply to any such resources.

By entering the Contest, you agree with the terms of this Privacy Statement. When you submit information to the Contest, you consent to the collection, use, and disclosure of that information in accordance with this Privacy Statement.

1. ACCOUNTABILITY

At the Town, accountability for compliance with the privacy principles rests with our Chief Privacy Officer, even though other individuals within the Town or our agents may be responsible for the day-to-day collection and processing of personal information about you for the purposes of conducting the Contest. Information collected for the purposes of the Contest will be handled in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

2. IDENTIFYING PURPOSES

The Town is collecting personal information in this instance solely for your entry into the Contest.

3. CONSENT

Your knowledge and consent are required for the collection, use or disclosure of personal information about you.

4. LIMITING COLLECTION

The Town will limit the collection and use of both the amount and the type of personal information to that which is necessary for the identified purposes, for the management and oversight of the data collection, to ensure compliance with this privacy policy as it applies to the Contest and to preserve the integrity of the Contest database, or to comply with applicable laws and/or regulations, and any such information will be obtained only by lawful and fair means.

5. LIMITING USE, DISCLOSURE, AND RETENTION

Limiting Use: the Town uses personal information about you only for the purposes for which it was collected.

Limiting Disclosure: the Town does not disclose your personal information other than as described in this Privacy Statement or otherwise with your consent, unless permitted or required by law.

Limiting Retention: Personal information will be retained only as long as necessary to fulfill the purposes for which it was collected or in accordance with applicable laws and the Town's retention policies.

6. SAFEGUARDS

The Town will take appropriate steps to ensure that personal information about you is protected from unauthorized access, disclosure, copying, use or modification.

Although we have enacted security measures, we cannot guarantee the security of any information that you submit via email, to Twitter, Instagram, Facebook or otherwise over the Internet. Please be aware that there are technology implications concerning the collection of information when you are visiting websites, including the Town's websites.

Submission of personal information using such networks is done at your own risk, since no Internet transmission is ever 100 per cent secure or error-free. Our websites may contain links or references to other websites to which this Privacy Statement does not apply. The Town is not responsible for the data collection and

use practices of companies or organizations to which the Town websites may provide links. We encourage you to read the privacy statement/policy of every application or website you visit.