



Here's My Canada Contest Rules and Regulations

1. Rules mandatory

These rules and regulations (the “Official Rules”) govern the *Here's My Canada Video Contest* (the “Contest”) and are binding on all participants.

The Contest is sponsored by Historica Canada (the “Administrator”), Bank of Montreal and Patrimoine Canada Heritage (collectively the “Sponsors”).

2. Eligibility

The Contest is open to individuals who are aged 6 and older and reside in any province or territory of Canada at the time of his/her Contest entry.

All entrants are required to submit their full legal name, age, address, province or territory of residence, telephone number and email address. Selected winners will be required to provide proof of age and residency, and parental/guardian consent, if applicable.

An entrant who is below the age of majority in their province or territory of residence must have the consent of their parent or legal guardian to enter the Contest and to submit their personal information in connection with the Contest. By submitting an entry to the Contest, any entrant who is below such age of majority is stating that they have such consent.

Current employees of the Administrator, and its affiliates, representatives, agents, advertising and promotional agencies, or members of the jury, or their immediate family members and those domiciled with them are not eligible to enter.

There is no fee to enter the Contest. No purchase is necessary.

3. Contest Guidelines

Individuals may submit up to three (3) video submissions during the Contest period. Entries will be submitted within one of four age categories:

- a) **Junior Category**
Ages 6-10.
- b) **Intermediate Category**
Ages 11-13.
- c) **Senior Category**
Ages 14-18.
- d) **Adult Category**
Ages 19+.

The top three (3) eligible submissions in each category selected in accordance with these Official Rules will be awarded prizes.

In addition, all entries made in each category will be automatically submitted to a **People's Choice category**, wherein the entries will be voted upon by the public. The three (3) videos with the most votes will be awarded prizes in this category.

Collaborative entries are not allowed. If more than one person is present in the video, the prize will be awarded to the entrant who submits the entry (either via the *Here's My Canada* website or app). An individual can only win one (1) prize per category. However, an individual may win in his/her age category and also in the People's Choice category.

By submitting a video, the entrant confirms that the submission is an original work, and no part of the submission is plagiarized. No copyrighted materials (songs, images, etc) or material protected by other intellectual property rights may be used without proper permission from the owner. Any entry submitted with material owned by third parties without all proper permission for use will be disqualified. The Sponsors are not responsible for any third party's rights violation by an entrant and you shall be held liable for such violation. Your entry (or anything related to it) and your video must not contain anything that (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or legal liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group (which include, but are not limited to, race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language); (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) promotes illegal or harmful activities or substances; (viii) contains information or materials embodying the names, images, likenesses, voices, or other indicia identifying any third person (living or dead), such as personal names, e-mail addresses or street addresses, including, without limitation, those of celebrities and/or other public or private figures, living or dead, (ix) uses the brand names, trade names, or trade-marks of any third parties, or (x) in Administrator's sole discretion, does at least one of the following: insults, attacks, harasses, bullies, threatens, demeans or impersonates others; contains "hate speech," whether directed at an individual or a group, based on membership within certain categories targets minors or promotes products or services that are illegal for use by minors in their jurisdiction, or that are deemed to be unsafe or inappropriate; contains adult content, including nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative; contains content that is shocking, sensational or disrespectful, or portrays excessive violence; is otherwise obscene, offensive, or inappropriate; or links to or promotes a webpage; or otherwise make available any unsolicited or unauthorized advertising, "commercial pitch," promotional materials, junk mail, spam, pyramid schemes, or any other form of solicitation.

By entering this Contest and submitting an entry and a video, you (i) grant to Sponsors the right use to any material related to your entry (including the video) for use in any and all manner, format, or media whether now known or hereafter devised (which use may include without limitation, editing, reformatting, modifying, publishing, posting, distributing, displaying, and transmitting for print, audio, visual, digital, or broadcast media and the like), for any purpose, including without limitation, the Contest and advertising Sponsors or Sponsors products, services and organization; (ii) represent and warrant that, if applicable, you have obtained all relevant authorizations and rights from third parties to use their material in your Video for the uses contemplated herein, and (ii) agree you will further sign a release to this effect, if requested by the Sponsors.

Entries may be submitted in any language. All entries will be automatically captioned using YouTube's captioning software. Any entry submitted in a language other than French or English must be accompanied by a transcription in French and/or English via the *Here's My Canada* website (www.heresmycanada.ca).

The Administrator reserves the right to broadcast any entry in whole or in part on its *Here's My Canada* website, social media accounts and with the press.

4. Content of Entries

The entry is a video, and can be live action or animated. No entry can exceed 30 seconds long.

The subject of the entry must reflect on Canadian culture, history or identity.

Content may explore difficult subject matter pertaining to Canada and its history.

Once an entry is submitted to the Contest, it will be vetted by the Administrator to ensure compliance with the Official Rules. The Administrator reserves the right in its sole discretion to disqualify any submission which does not appropriately address the question, which is otherwise deemed inappropriate or otherwise in breach of the Official Rules.

Once vetted, the video will appear on the Contest website (www.heresmycanada.ca) in the People's Choice category and will be entered into the appropriate age category. You acknowledge and agree that your entry and video may be posted online for public viewing

5. Duration

The Contest will commence September 23 2016 at 12:01 am EST. An entrant in the Junior, Intermediate, Senior and Adult categories must submit his/her video submission by August 31, 2017, at 11:59 pm EST to be eligible for prizing.

6. How to Enter

All entries must be submitted through the Contest's free app or through the *Here's My Canada* website (www.heresmycanada.ca). The app can be downloaded by searching "Here's My Canada" in your phone or tablet's app store or by visiting

www.heresmycanada.ca. Submissions by other means, including mail, fax or email, will not be accepted.

All entrants who submit to the Contest via the *Here's My Canada* website (www.heresmycanada.ca) are required to submit their full legal name, age, address, province or territory of residence, telephone number, email address.

All entrants who submit to the Contest via the *Here's My Canada* app are required to submit their full legal name, age, province or territory of residence, and email address.

7. People's Choice Category and Voting

All members of the public using a Canadian IP address can vote for their favourite entry in the People's Choice category and share on social media. Voting is limited to one vote per person per day determined by IP address. Public voting opens January 1, 2017, 12:01 am and closes August 31, 2017, 11:59 pm for the People's Choice category.

8. Awarding of Prizes

A jury chosen by the Administrator will choose the winners of the Junior, Intermediate, Senior and Adult categories. Entries will be judged using a rubric which can be found on the Contest website at www.heresmycanada.ca/contestrubric. The final scores will be tallied, and the top 3 entries determined at the offices of the Administrator.

In the event of a tie, wherein two or more entries receive the same score from the jury panel, and would be a winner of a prize but for the tie, a tie break must take place. All such tied entries will be given to a second jury of 2 people selected by the Administrator who did not participate in the original jury, who will unanimously decide the place-order of the tied entries, based upon the rubric, but without giving a numeric score.

The winners will be announced on October 3, 2017 at 10:00am EST.

There are 15 prizes with a cumulative value of approximately \$38,000. All in Canadian dollars.

Junior category:

- 1st Prize – \$2,000 gift card to winners choice of the following (Cineplex, Best Buy, Indigo, Air Canada or Via Rail) (Subject to the terms and conditions of the card issuer)
- 2nd Prize – \$1,500 gift card to winners choice of the following (Cineplex, Best Buy, Indigo, Air Canada or Via Rail) (Subject to the terms and conditions of the card issuer)
- 3rd Prize – Apple iPad mini 4 16GB With Wi-Fi (Approximate Value: \$440)

Intermediate category:

- 1st Prize – \$3,000 gift card to winners choice of the following (Cineplex, Best Buy, Indigo, Air Canada or Via Rail) (Subject to the terms and conditions of the card issuer)

- 2nd Prize – \$2,000 gift card to winners choice of the following (Cineplex, Best Buy, Indigo, Air Canada or Via Rail) (Subject to the terms and conditions of the card issuer)
- 3rd Prize – Apple iPad mini 4 16GB With Wi-Fi (Approximate Value: \$440)

Senior category:

- 1st Prize – \$5,000 gift card gift card to winners choice of the following (Cineplex, Best Buy, Indigo, Air Canada or Via Rail) (Subject to the terms and conditions of the card issuer)
- 2nd Prize – \$2,500 gift card to winners choice of the following (Cineplex, Best Buy, Indigo, Air Canada or Via Rail) (Subject to the terms and conditions of the card issuer)
- 3rd Prize – HP Envy 15.6" Touchscreen Laptop (Approximate Value: \$1,500)

In the Adult category:

- 1st Prize - \$10,000 CAD in cash
- 2nd Prize - \$5,000 CAD in cash
- 3rd Prize - \$3,000 CAD in cash

In the People's Choice category:

- 1st Prize – \$1,000 Best Buy E-Gift Card
- 2nd Prize – \$500 Best Buy E-Gift Card
- 3rd Prize – \$250 Best Buy E-Gift Card
(Subject to the terms and conditions of the card issuer)

9. Prizes details

Restrictions and requirements

All prizes must be accepted as awarded, and are non-transferable or when applicable, cannot be redeemable for cash.

10. To be declared a Winner

To be declared a winner of a Prize (a “Winner”), the selected entrant must confirm he/she meets the Contest eligibility criteria and otherwise complies with the Official Rules. The Administrator will attempt to contact the selected contestant by email within seven (7) business days immediately following the selection of the entry as a possible winner. The selected entrant is required to complete and sign a Declaration and Release (including the permission and signature of a parent or legal guardian if the winner is a minor) and return it to the Administrator attn: *Here's My Canada* by email heresmycanada@historicacanada.ca or fax 416-506-0300 within seven (7) business days following notice. The proposed winner shall also email the Administrator a photo of themselves (which may be published on the website and any promotional material) within seven (7) business days' notice.

If any of these conditions is not met or if the selected entrant cannot be contacted, the selected entrant will be disqualified and shall not be entitled to receive any prizes. The Administrator reserves the right, in its sole and absolute discretion, to verify the information on the Contest entry form of any selected entrant, and if any information is false, the

Administrator reserves the right to disqualify the entrant. In these circumstances, the Administrator shall call upon the jury to select another eligible entrant as a potential prize winner, until all 3 winners for the specific category are selected and prizes are awarded.

Winners will be announced on the *Here's My Canada* facebook page, the *Here's My Canada* website and via press releases.

The Adult category and People's Choice prizes will be mailed or emailed within 7 days of receipt of the Declaration and Release and photograph from the winner.

The Administrator is not responsible for the loss of prizes due to changes in mailing addresses, errors in completing the submission process or any other circumstances leading to an invalid, erroneous or incomplete mailing address, phone number or email address.

11. Verification of Entries

The validity of any Contest entry is subject to verification by the Administrator. Any incomplete or fraudulent entries will be rejected. Any individual who enters or attempts to enter the Contest in a manner which is contrary to the Official Rules or which is otherwise disruptive to the proper operation of the Contest or by its nature is unjust to other entrants or potential entrants will be rejected and that entrant will be disqualified.

All decisions of the Contest judges, who may be employees or independent contractors of the Administrator, with respect to any and all aspects of the Contest, including without limitation the eligibility or disqualification of entrants or entries, are final and binding without right of appeal.

12. For Residents of Québec

Any contestant who is resident in Québec who is selected to win a prize will be required to correctly answer a skill-testing math question on the Declaration and Release to claim their prize.

Any litigation regarding the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for a ruling. Any litigation regarding the awarding of the prizes in the Contest may be submitted to la *Régie des alcools, des courses et des jeux du Québec* only for the purpose of helping the parties reach a settlement.

13. Acceptance of Prizes

All Prizes must be accepted as described in the Official Rules and cannot be transferred to another individual, substituted for another prize or exchanged in whole or in part for cash or credit.

14. Substitution of a Prize

The Administrator reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute a Prize or any part thereof, with an alternate prize of equivalent value.

15. Miscellaneous

The Administrator is not responsible for any losses or damages resulting from the awarding of any of the prizes in the Contest. The Administrator makes no express or implied warranties of any kind with respect to safety or performance of any prize.

16. Termination of Contest

The Administrator reserves the right, in its sole and absolute discretion, subject to the approval of the *Régie des alcools, des courses et des jeux du Québec*, to modify, cancel, terminate or suspend the Contest, in whole or in part, in the event of any cause or circumstance, including without limitation any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of the Administrator that could corrupt or affect the administration, security, impartiality or normal course of the Contest.

17. Release and Exclusion of Liability

By entering the Contest, each entrant agrees:

- a) To release, discharge, and forever hold harmless each of the Sponsors, and their respective officers, directors, employees, shareholders, 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 entrant’s entry (including the video), entrant’s participation or attempted participation in the Contest, compliance or noncompliance with the Official Rules and acceptance and use of any prize or subsequent prizes or any portion thereof; and
- b) If selected as a potential Prize winner, to sign (along with the signature of a parent or legal guardian if applicable) the Administrator’s form of Declaration and Release and provide a personal photograph as pre-conditions to winning a prize.

The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website or app 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 app, or any combination of the foregoing, and will not be liable for any resulting injury, death 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.

Any attempt to deliberately damage any website or app 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 Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

18. Name/Image of Winners

By entering the Contest, each contestant agrees to abide by the Official Rules and each entrant selected to win a prize authorizes the Administrator and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his or her name, photograph, image, statements regarding the Contest or any prize, place of residence and (or) voice for publicity purposes, without any form of remuneration, including without limitation, in print media or on any website or social media operated by or on behalf of the Administrator.

19. Personal Information

The personal information gathered from Contest entrants in connection with the Contest will be kept in a secure and confidential database, and will not be rented or sold. Personal information of the Contest entrants will be used solely for the administration of the Contest and will be destroyed following the completion or termination of the administration of the Contest.

20. Administration

The Administrator and its agents are not responsible for any incorrect or inaccurate information whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest. The Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be: (i) tampering with, as applicable, the entry process or otherwise with the operation of the Contest (including, but not limited to, the use of automated computer programs or any non-human mechanism, entity, or device), any web page or web banner ad related to the Contest; (ii) acting in violation of the Official Rules; (iii) acting in a disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; or (iv) otherwise in violation of law. Any person attempting to defraud the Administrator or in any way tamper with the Contest will be ineligible to win a prize and the Administrator will seek all remedies available to it, including, if appropriate, filing appropriate complaints with legal authorities. If, for any reason, the Contest or any website (or any portion thereof) becomes corrupted, or is not capable of running as originally planned, or does not allow the proper playing of the Contest and processing of Contest entries in accordance with the Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Administrator's opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest or the granting of a prize or any component thereof, the Administrator reserves the right, in its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend the Contest or any portion thereof and to conduct the judging and award the Prize from all eligible, salvageable Contest entries received (if any), prior to and/or after (as appropriate) the action taken by the Administrator or otherwise in a manner that is fair and equitable as determined by the Administrator.

21. General

The Contest is void where prohibited. The Contest is subject to all applicable Federal, Provincial and Municipal laws. All amounts are in Canadian dollars. All information that is collected will be used only for the administration of the Contest, and will be governed by the Administrator's privacy policy:

https://www.historicacanada.ca/sites/default/files/PDF/General%20Privacy%20policy%20January%202014_2014_EN.pdf

The odds of winning will depend upon the ability of contestants as demonstrated in their video submissions and is not a matter of chance or draw. All taxes on prizes awarded are the sole responsibility of the winner. Any questions regarding the Contest or Official Rules, or to request a list of the winners, should be directed to the Administrator at 2 Carlton Street, East Mezzanine, Toronto, Ontario, M5B 1J3, Attention: Here's My Canada Video Contest, Administrator by mail with a stamped self-addressed envelope by June 30, 2017.

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