



NORTH BAY
ONTARIO • CANADA

WIN YOUR WATER

GENERAL CONTEST RULES

1. CONTEST PERIOD:

The Corporation of the City of North Bay (the “City”) ‘Win a \$1100 water account credit contest (the “Contest”) begins on November 1, 2023 at 12:00 a.m. Eastern Time (“ET”) and ends on December 15th, 2023 at 11:59 p.m. EST (the “Contest Period”).

2. ELIGIBILITY:

To enter and be eligible to win, an account must be at the time of entry into the Contest: (i) already signed up for water and wastewater electronic billing (E-Bill) or signed up before the end of the Contest; (ii) an individual legal resident of Ontario; (iii) of the age majority in Ontario. Employees of the City, its mayor and councillors, its affiliates, advertising and promotional agencies, and the immediate family and household members of those persons are not eligible to enter the Contest. The City 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 may result in disqualification. The City, in its sole discretion, reserves the right to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3. HOW TO ENTER: NO PURCHASE NECESSARY.

Eligible entrants may enter the Contest by registering for online billing via The City’s online portal, with a limit of one entry per water account number.

Total number of entries into the draw will depend on the total number of E-Billing accounts successfully completed and registered for. There are no costs associated with enrolling in the E-Billing. All Contest entries must be received by 11:59 p.m. ET on December 15th, 2023. The City is not responsible for and accepts no liability for late, lost, misdirected, delayed, or incomplete entries. Any other method of entry is void. Non-compliance with any entry procedure will result in disqualification.

4. PRIZES:

There is one (1) Prize available to be won. The Prize consists of a maximum of an eleven-hundred Canadian dollars (\$1,100.00 CAD) credit applied in full as a lump sum at the time the prize is awarded, and will appear as ‘Win Your Water’ credit on the winner’s water and wastewater bill. The exact Prize amount of \$1,100.00 was determined by an average residential consumption of 14 cubic meters and a 5/8 by 3/4 inch meter. The Prize is not transferable and must be accepted as awarded with no substitutions in cash or otherwise. The winner’s monthly water and wastewater bills will be deducted from the Prize amount applied at the start of the year. Once the Prize has been used/spent, all new and remaining charges will be assumed by the winner. Based on the winner’s water usage, it is possible the credit may be fully used prior to the end of the twelve (12)

month period. The City reserves the right, in the event that the Prize or any component of the Prize cannot be awarded as described for any reason, to substitute another prize or component of the Prize of equal or greater value, without liability. LIMIT ONE (1) PRIZE PER North Bay water account number.

5. WINNER SELECTION:

On or about December 22, 2023, in North Bay, Ontario, The City will randomly select one (1) entry from all eligible entries of the Contest. One (1) entry will be selected from pre-qualified Contest entries submitted under Section 3 of these Contest Official Rules. The chances of winning a Prize depend on the total number of eligible entries received. Before being declared a winner, the selected entrants will be contacted via phone or email. The City will contact the selected entrant who will be required to: (a) correctly answer a mathematical skill-testing question; and (b) sign and return a Declaration, Consent and Release form (the "Release Form") in order to receive a Prize. At least two (2) attempts will be made over the five (5) days following the draw to contact the selected entrant. If a selected entrant cannot be contacted, fails to correctly answer the skill-testing question, fails to complete and return the Release Form within the five (5) business days after being contacted, or cannot accept a Prize for any reason, then at the City's sole discretion, that entrant will be disqualified and another entrant will be selected by random draw from remaining eligible entries. The City will contact the winner following the receipt of their correctly answered mathematical skill-testing question and a signed Release Form to arrange for application of his/her Prize to their City water and wastewater account. Neither the City, the mayor, councillors, employees, nor its affiliates will be responsible for the failure for any reason whatsoever of a winner not being able to receive notification or for a winner not being able to respond as prescribed above.

6. INDEMNIFICATION BY ENTRANTS:

By entering the Contest, and, if applicable, completing the Release Form, each entrant: (i) releases and holds harmless the City, its mayor, councillors, affiliated and related companies, local boards, employees, directors, officers, suppliers, agents, contractors, sponsors, successors and assigns, (collectively the "Released Parties") from any and all liability for any injuries, loss or damage of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, or participating in any Prize-related activity; and (ii) agrees to fully indemnify the Released Parties from any and all claims by third parties without limitation.

7. LIMITATION OF LIABILITY:

The Released Parties assume no responsibility or liability for: (i) any lost, late, delayed, misdirected or incomplete entries, notifications, responses, replies, or any agreement and release documents; (ii) any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry); (iii) any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest; (iv) or by any technical or human error which may occur in the processing of entries in the Contest; (v) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; (vi) any problems, failures or technical malfunction of any telecommunication networks or lines, computer online systems, servers, providers, computer equipment, software, email, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing; (vii) any injury or damage to entrants or to any computer related to or resulting from participating or downloading materials in the Contest; and (viii) any applicable taxes imposed by any government authority, if any, for any Prize is the sole responsibility of the winner of the Prize.

8. PRIVACY AND CONSENT:

By entering the Contest, all entrants consent to the use, without compensation, of their name, including audio/video images, statements and/or photograph, or other likenesses for any publicity purpose connected with the Contest within or outside of Canada. Each entrant hereby grants permission to the City to contact them regarding any matters related to the Contest. The City will only collect, use, and disclose the personal information collected pursuant to the Contest for the purposes of administering the Contest and declaring the winner. All entries become the property of the City and will be stored and destroyed in compliance with the Personal Information Protection and Electronic Documents Act and the Municipal Freedom of Information and Protection of Privacy Act.

9. GENERAL:

Any entrant attempting to undermine the legitimate operation of the Contest shall be disqualified. Such disqualification shall be without prejudice to The City's rights accruing and remedies subsisting under these Contest Official Rules. In addition, the City shall be entitled to seek damages from the entrant for any losses incurred directly or indirectly resulting from such conduct.

The Contest is subject to all federal and provincial laws and regulations. These Contest Official Rules are subject to change without notice in order to comply with any applicable federal and provincial laws or the policy of any other entity having jurisdiction over the City. The Contest shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The City and all entrants hereby attorn to the jurisdiction of the courts of that Province, sitting in the City of North Bay, Ontario, in respect of the determination of any matter, issue or dispute arising under or in respect of these Contest Official Rules and/or the Contest and agree that any such determination shall be brought solely and exclusively before such courts.

The City reserves the right to amend or terminate all or any portion of the Contest at any time for any reason without prior notice.

