



## Mascot Design Contest

*Enter for your chance to be the creative genius and designer of the official Mascot of the Toronto 2017 North American Indigenous Games*

### **Terms and Conditions**

The Toronto 2017 NAIG mascot design contest (the “Mascot Design Contest” or “This Contest”) is open to Ontario’s Indigenous youth (First Nation, Metis, Inuit and those who self-identify) aged 6 to 19 individually hereinafter as the (“Contest Entrant”). All directors, officers and employees (and the direct family members of such directors, officers and employees) of the Toronto 2017 NAIG Host Society (the “Host Society”), the Aboriginal Sport and Wellness Council of Ontario (“ASWCO”) and the parent and parent and affiliated companies, sponsors, suppliers of both the Host Society and ASWCO and the Mascot Design Contest’s jury members (the “Jury”) and their direct family members are excluded from entering or participating Contest Entrant.

1. The Mascot Contest period commences at 8:00 a.m. on December 6<sup>th</sup>, 2016, 2016 and continues until 11:59 p.m. on January 20, 2017 (the “Mascot Design Contest Closing Date”). All times are Eastern Standard Time.

2. To enter the Mascot Design Contest a Contest Entrant must send a sketch or drawing (the “Design Entry”) of their personal design for the Toronto 2017 NAIG mascot (the “Proposed Games’ Mascot”) to either [admin@naig2017.to](mailto:admin@naig2017.to) or by regular mail to the attention of 2017 NAIG Host Society, 2425 Matheson Boulevard East, 7th floor, Toronto, ON L4W 5K4.

3. For a Design Entry to be considered as valid and eligible the Proposed Games’ Mascot depicted and represented in Design Entry must meet or incorporate the following design requirements (the “Contest Requirements”):

- The Proposed Games’ Mascot needs to reflect the colors of the official NAIG logo and the official NAIG logo must be incorporated into the sketch or drawing of the Proposed Games’ Mascot;
- The Proposed Games’ Mascot must be appropriate and be reflective or representative of Ontario’s Indigenous culture;
- The Design Entry must be of sufficient detail so that it is reasonably possible to produce a costume or creative figure, character or entity from the Design Entry’s contained sketch or drawing;

- The Design Entry has to be an original piece of art having been created by the Contest Entrant and have never been commercially or promotionally used or exploited previously; and
- The Design Entry must include a brief write up about the Proposed Games' Mascot explaining its significance and relevance to the Toronto 2017 NAIG Games (the "Event") and Ontario's Indigenous peoples and culture.
- Entrants can suggest a name for the mascot. Sole determination of the mascot name belongs to the Host Society.

4. Those Design Entries meeting the Design Requirements as determined in the sole discretion of the Jury which are received by 11:59 p.m. on January 20, 2017, via e-mail or regular mail will be considered as validly submitted and eligible for the prize as hereinafter described. All entries Design Entries that are incomplete, or do not, in the Jury's sole determination, meet the Contest Requirements or fail to be submitted prior to the Mascot Design Contest Closing Date shall be determined to be ineligible for further consideration as a valid Design Entry.

5. The winning Proposed Games Mascot in the Mascot Design Contest shall be determined by the Cultural Advisory Committee of the Toronto 2017 North American Indigenous Games. The winning Contest Entrant will be announced on February 1, 2017, and will be posted on the [www.naig2017.to](http://www.naig2017.to) website. In addition, the winning Contest Entrant will be contacted by email or telephone at the email address or telephone number provided on the Contest Entrant's official entry form.

6. The winning Contest Entrant will be awarded a trip for two (2) to Toronto to attend one event hosted by TO2017NAIG. The winner will have the choice of attending the 88 Days Out Celebration April 18-20, 2017 or the Toronto 2017 North American Indigenous Games Opening Ceremony July 15-17, 2017. The winning contestant will be required to indicate which event (of the two listed above) they would like to attend, by February 20, 2017. The prize includes transportation, if necessary, to attend the Event and hotel accommodations, if necessary, for two nights while attending the Event at the hotel selected by the Host Society. If the winning Contest Entrant resides in a locale where traveling by airplane is not necessary or unavailable, the Host Society will pay all reasonable expenses incurred by the winning Contest Entrant in traveling to the Event. The winning Contest Entrant will also receive recognition publicly via various Event media outlets and may, at the Host Society's sole discretion, be featured in the Event's commemorative book or program. All Prizes awarded to the winning Contest Entrant will be deemed as gifts and are not transferable, redeemable, refundable or exchangeable for cash and not replaceable if lost/stolen. The Host Society reserves the right, in its sole and absolute discretion, to substitute any of the prizes, or a component thereof, contemplated herein with a prize of equal or greater value with the determination of the value of such replacement gift being solely in the Host Society's unfettered discretion. Prizes will only be awarded to the Designated Entrant whose verifiable full name and valid email address appears on the Contest Entrant's official entry form.

7. By participating in the Mascot Design Contest through the submission of a Design Entry Contest, a Contest Entrant agrees to the following specific rules, terms and conditions:

- I. There is a limit of one (1) Design Entry per person permitted during the contest period and any attempt to submit or forward one or more additional Design Entry will result in the initial and all subsequent Design Entries as being void and invalid.

- II. The Contest Entrant specifically agrees that the Design Entry and specifically the Proposed Games' Mascot and any direct and indirect derivatives of same ( collectively hereinafter referred to as the "Subject Properties") will become the exclusive property of the Host Society and, to that end, the Contest Entrant confirms and agrees that the Contest Entrant did sell, assign and transfer, and by way of further assurances, hereby sells, assigns and transfers all right, title and interest in and to the Subject Properties, to the Host Society, including the copyright therein, throughout the world. The Contest Entrant agrees to waive any and all moral rights it may have to the Subject Properties, throughout the world, in favour of the Host Society. The Contest Entrant agrees that the Subject Properties will become the property of the Host Society upon submission, that it will not be returned to the Contest Entrant, and that the Subject Properties can only be used or referenced by the Contest Entrant with the express prior written consent of the Host Society.
- III. Each Finalist shall agree that their name, image and Design Entry may be used for advertising purposes related to this Contest free of charge and the Contestant Entrants releases each of the Host Society, the Event's sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies from any and all entitlement that can be claimed or advanced by Contest Entrants under the rules and regulations of This Contest, or otherwise, and from all liability and causes of actions, claims and demands for any direct or indirect damage or loss howsoever caused or arising from their participation in This Contest and from the awarding, non-awarding, acceptance, non-acceptance, use or misuse of the prizes referred to in these rules and regulations.
- IV. In the event that the Contest Entrant is a minor or if the Contest Entrant is comprised of more than one person and one of the persons comprising the Contest Entrant is a minor, the Host Society reserves the right, in its sole and absolute discretion, to contact any such minor's parent/legal guardian for the purposes of verifying his/her: (i) agreement to be legally bound by these rules on the minor's behalf; (ii) consent to the said minor's participation in this Contest; and/or (iii) consent to the collection of the minor's personal information if he/she is under sixteen (16) years of age. Failure of a minor's parent/legal guardian to complete any such required verification to the complete satisfaction of the Host Society may, in the sole and absolute discretion of the Society, result in disqualification of the Design Entry.
- V. By submitting a Design Entry in accordance with the rules and regulations herein, the Contest Entrant grants to Host Society the exclusive, indefinite and unrestricted right to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Subject Properties and the Contest Entrant's name(s), photograph(s), likeness(s) and biography(s) in any and all media now known or hereafter devised, in connection with This Contest and the promotion and exploitation thereof.
- VI. Prizes shall be accepted as is and may not be exchanged or refunded for an amount of money, sold or transferred. No substitutions will be allowed. Any unused portion of any Prize will be forfeited.
- VII. If prizes as are herein described cannot be given as proscribed by these rules, the Host Society reserves the right to substitute a prize with another of comparable value, as determined in the Host Society's sole discretion.

- VIII. Refusal to accept a prize as proscribed by these rules releases the Host Society from any obligation toward the winning Contest Entrant.
- IX. The Host Society assumes no liability for any loss, damage or injury, including without limitation: (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete Design Entries; (ii) loss, theft or damage to software or computer or telephone data, including any breach of privacy; (iii) fraudulent calls; (iv) inability of any person to participate in This Contest for any reason including mistaken addresses on mail or e-mail; technical, computer or telephone malfunctions or other problems with computer on-line systems, servers, access providers, computer equipment, or software; congestion on the internet or at any website, or any combination of the foregoing; (v) damage to any person's computer, including as a result of playing or downloading any material relating to This Contest; (vi) any delay or inability to act resulting from an event or situation beyond their control; or (vii) any prize that is lost, damaged or misdirected during shipping.
- X. The Host Society reserve the right to cancel or suspend This Contest should a computer or electronic virus, bug or other cause beyond its reasonable control corrupt the security or proper administration of This Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of This Contest, including but not limited to voting fraud, is a violation of criminal and civil laws.
- XI. If Applicable, all Design Entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid Design Entry in This Contest will be the Host Society's server.
- XII. Contest Entrants warrant that their Design Entry is their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Design Entry and that they have the right to submit the Design Entry in This Contest and grant all required and grant all required licenses. Each Contest Entrant agrees not to submit any Design Entry that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable federal or provincial laws;
- XIII. To the maximum extent permitted by law, and for good and valuable consideration the receipt and sufficiency of which is acknowledged by the submission of the Design Entry. The Contest Entrant indemnifies and agrees to keep indemnified the Host Society at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Contest Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, the Contest Entrant agrees to defend, indemnify and hold harmless the Host Society from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or accruing from: (i) any Design Entry or other material uploaded or otherwise provided by Contest Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Contest Entrant in connection with This Contest; (iii) any non-compliance by Contest Entrant with these rules; (iv) claims brought by persons or entities other than the parties to these rules arising from or related to Contest Entrant's involvement with This Contest; (v) acceptance, possession, misuse or use of any prize or

participation in any contest-related activity or participation in This Contest; (vi) any malfunction or other problem with This Contest's website in relation to the entry and participation in this Contest by the Contest Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in This Contest by the Contest Entrant and in the voting process by the public; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winner in relation to the entry and participation in This Contest by the Contest Entrant.

- XIV. Under no circumstances shall the submission of a Design Entry, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with the Host Society. Contest Entrants acknowledge that they submitted their Design Entry voluntarily and not in confidence or in trust. Contest Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Contest Entrant and the Host Society and that no such relationship is established by the Contest Entrant's submission of a Design Entry under the rules of This Contest.
- XV. The Jury who will be responsible for selecting the three final Design Entries will be appointed by the Host Society. The number and qualifications of each member of the Jury shall be selected by the Host Society, whose decision shall be final and binding on all Contest Entrants.
- XVI. All Contest Entrants acknowledge that the odds of winning the prizes provided for in these rules depend on the number of eligible Design Entries. All Design Entries that are incomplete, illegible, damaged, irregular, artificially increase the odds of winning or do not conform to or satisfy any condition of the rules of This Contest may be disqualified at the sole discretion and determination of the Host Society. The Host Society is not responsible for any errors or omissions in printing or advertising This Contest. Contest Entrants further agree and acknowledge that personal data submitted with a Design Entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by the Host Society and its affiliates for the purposes of conducting and administering this Contest.
- XVII. The Host Society reserves the right to amend the rules of This Contest or to terminate This Contest at any time without any liability to any Contest Entrant. Any amendments to the rules of This Contest will be posted on [www.naig2017.to](http://www.naig2017.to)
- XVIII. By submitting the Design Entry, the Contest Entrant agrees to abide by the rules of This Contest and the decisions of the Host Society and, where applicable, the Jury, whose decisions are final and binding.