

Appendix B: Contest Rules

1. Contest Purpose

The Contest invites data scientists and designers to develop creative, compelling and innovative ways to interpret and communicate this scientific information to the public.

2. Contest Period

The Contest will open at 12pm on March 1st, 2021 and will close on 11:59 pm and May 7, 2021.

3. How to Enter

Please refer to the “Challenge Submission Instructions” of “ A New River Innovation Challenge” brief for details on how to enter the challenge. You must provide the required information accurately, and accept the terms and conditions displayed as part of the registration process.

4. Eligibility – Entrants

You may only enter the Contest if you meet one of the two criteria:

You are an individual and, at the time of entry:

- (a) you are a legal resident of Canada (excluding Quebec), and
- (b) you are at least the age of majority in the province where you reside.

OR

You are a company which was incorporated in Canada, and the person who agrees to these terms on your behalf has the legal authority to do so.

Waterfront Toronto and TRCA employees and their immediate families (i.e., their spouses, siblings, children, spouses’ parents, and the spouses of any of those individuals) and their household members (related or not), and anyone otherwise connected with the Contest, are not eligible to enter the Contest.

Waterfront Toronto may at any time in its sole discretion disqualify any entrant who: does not meet the Contest’s eligibility criteria, fails to comply with these rules, attempts to enter the Contest in any manner or through any means other than as described in these rules, attempts to disrupt the Contest or attempts to circumvent any of these rules.

5. Your Submission

The Submission you develop in connection with the Contest must meet all of the following criteria:

- It must not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by Waterfront Toronto in its sole discretion).
- It must not contain, depict or refer to any content which disparages or refers negatively to Waterfront Toronto, the Contest, or any other person or entity (all as determined by Waterfront Toronto in its sole discretion).

- It must not conflict with any of Waterfront Toronto’s core values, or otherwise be objectionable to Waterfront Toronto (as determined by Waterfront Toronto in its sole discretion).
- It must not contain any content that violates any law or any third party’s rights (including privacy, personality and intellectual property rights).
- It must not have been submitted to any other website or contest.
- It must meet all other guidelines and criteria listed on A New River Innovation Challenge Brief.
- Waterfront Toronto may disqualify any Submission if Waterfront Toronto determines (in its sole discretion) that the Submission does not comply with the above requirements or otherwise with these rules.

6. Your Additional Representations and Warranties

By submitting a Submission to Waterfront Toronto, you represent and warrant that:

- a) you are the original creator of the Submission;
- b) you are the sole owner of the copyright, trademark, and/or patent and all other rights in the Submission;
- c) Waterfront Toronto will not infringe or violate any third party’s intellectual property, privacy, personality or other rights when Waterfront Toronto copies, displays, edits, modifies, transmits or otherwise uses that Submission in connection with the Contest or the publication the Contest or any future Waterfront Toronto event; and,
- d) the Submission meets all of the eligibility requirements set out in these rules.

7. Voting and Judging Process

The judges will select the winners in their sole discretion on or before end of May 2021, based on the criteria described on “A New River Innovation Challenge” brief. Decisions of the judges will be final and binding.

8. Winners

In order for an entrant to be declared a Contest winner and be eligible for a prize, he or she must have complied with, and remain in compliance with, these rules, and must sign and deliver to Waterfront Toronto (within 14] days after Waterfront Toronto' request a standard declaration and release form, which will include: a declaration of the entrant's compliance with these rules, an acceptance of the prize as awarded, a publicity release, a liability release, and any other documentation that Waterfront Toronto may require.

Waterfront Toronto may request valid proof of identity, residency, age and other relevant documentation, and Waterfront Toronto may disqualify an entrant if Waterfront Toronto determines (in its sole discretion) that the provided proof is not sufficient.

If the prize notification is returned as undeliverable or if a selected entrant does not comply with all of the above requirements within the above time frames, or does not otherwise comply with these rules, Waterfront Toronto may disqualify the finalist, and the Contest judges will select a replacement finalist.

9. Prizes

Prizes will be awarded to the finalists (as chosen by the Contest judges) as follows:

All prizes must be accepted as awarded (with no substitutions), and may not be sold, transferred, or converted to other currency. The winner(s) will be solely responsible for all travel and other costs associated with obtaining or redeeming the prize(s), and

Waterfront Toronto will make reasonable efforts to deliver prizes to the addresses/accounts provided by entrants. However, Waterfront Toronto cannot guarantee that any prizes returned to Waterfront Toronto due to non-delivery at the provided address will be re-sent to the prizewinner.

10. Cancellation

If for any reason Waterfront Toronto cannot run the Contest as planned (including as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest), Waterfront Toronto may cancel, modify, extend or suspend the Contest. In that event, Waterfront Toronto may award prizes at random from among the eligible entries received up to the time of the impairment, or award no prizes.

Waterfront Toronto may also disqualify any individual who tampers with or in any way corrupts the entry or voting process, or who attempts to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other entrants or Waterfront Toronto representatives.

11. Licence from all Entrants to Waterfront Toronto

You will retain the intellectual property rights in your Submission. However, you hereby grant to Waterfront Toronto the unrestricted, royalty-free, perpetual, irrevocable, worldwide, sublicensable, assignable, licence (but not the obligation) to reproduce, communicate, modify, display, transmit, publicly perform, make derivative works from, and otherwise use your Submission (in whole or in part) without any fee or other form of compensation, and without further notification or permission, for the following purposes:

- a) administering the Contest;

- b) identifying you by name as the creator of the Submission;

- c) displaying the winning entries in the Contest; and,

- d) advertising in any media, including to advertise the Contest, and future Contests

12. Publicity

Except where otherwise prohibited by law, participation in the Contest constitutes a winner's consent to Waterfront Toronto's use of the winner's name, municipality of residence and photograph for promotional purposes without further notification, permission, payment or consideration.

13. DISCLAIMERS, LIABILITY AND INDEMNIFICATION

WATERFRONT TORONTO DOES NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY SUBMISSION OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE CONTEST OR YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE(S), OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE(S).

WATERFRONT TORONTO IS NOT RESPONSIBLE FOR: (1) INCORRECT OR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION OR LATE, LOST, INCOMPLETE, MISDIRECTED ENTRIES, OR ENTRIES RECEIVED THROUGH IMPERMISSIBLE OR ILLEGITIMATE CHANNELS; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING THE MALFUNCTIONING OF ANY TELEPHONE, COMPUTER, NETWORK, HARDWARE OR SOFTWARE; (3) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY SERVICE; (4) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (5) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE CONTEST OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY WATERFRONT TORONTO.

WATERFRONT TORONTO WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE CONTEST OR THESE RULES.

YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS WATERFRONT TORONTO AND ITS EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THESE RULES; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE RULES OR OTHERWISE TO WATERFRONT TORONTO;(C)YOUR PARTICIPATION IN THE CONTEST; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

14. Personal Information Consent

You consent to Waterfront Toronto using and disclosing your personal information (or if you are a corporation, you consent on behalf of all individuals whose personal information is included in the Submission) for the purposes of administering the Contest; advertising the Contest and any future Contests and any of Waterfront Toronto' products and services; and for the other purposes described in these rules.

15. Disputes

All disputes, claims and causes of action arising out of or connected with the Contest, prizes or these rules will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Ontario, Canada.