



## Name the New Portal Contest

### Official Competition Rules

THE "NAME THE NEW PORTAL" CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAWS. NO PURCHASE IS NECESSARY. VOID WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES"). PARTICIPANTS MUST BE AT LEAST THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE IN ORDER TO ENTER OR WIN.

THE CONTEST IS SPONSORED BY THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (THE "UNIVERSITY OF TORONTO") LOCATED AT **OFFICE OF THE VICE-PROVOST, STUDENTS SUITE 225, 27 KING'S COLLEGE CIRCLE, UNIVERSITY OF TORONTO, TORONTO, ON M5S 1A1**. A FULL COPY OF THESE OFFICIAL CONTEST RULES ARE AVAILABLE AT <http://toolboxrenewal.utoronto.ca/contest>.

### Eligibility

To be eligible for this Contest, an individual must:

- a) be a student registered and in good standing at the University of Toronto for the duration of the competition and must be a resident of Canada, excluding the Province of Quebec.  
Note: International students who hold valid student visas are considered temporary residents of Canada and eligible to participate in the contest;
- b) be at least the age of majority in his/her province or territory of residence (18 in Ontario);
- c) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest.

Members of the Judging Panel (as defined below), their families and cohabitees are not eligible to participate in the Contest. Members of the University of Toronto Governing Council, as well as its faculty, employees and agents, their families and their cohabitees are also not eligible to participate in the Contest.

The University of Toronto 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. All personal and other information requested by and supplied to the University of Toronto for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The University of Toronto reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### Contest Period

The Contest begins at 10:00am on Monday, October 30, 2017 Eastern Daylight Time ("EDT") and ends at 5:00pm on Monday, November 22, 2017 Eastern Standard Time ("EST") (this is the "Contest Period") after which time the

Contest will be closed and no further entries shall be accepted. The date and time of the University's server at <http://toolboxrenewal.utoronto.ca/contest> is considered the official time for determining the beginning and end of the Contest Period.

## How to Enter

- a) There is no purchase necessary to enter the Contest. Enter by completing and submitting the online form at <http://toolboxrenewal.utoronto.ca/contest> or in the case of entrants with a disability, by the method described under "Accommodation" below. No entries will be accepted by any other means. Incomplete entries will not be accepted.
- b) By participating in this Contest, entrant represents and warrants that: (i) the Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the University of Toronto to use the Work as contemplated by these Contest Rules; and (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party.
- c) The number of entries submitted per person during the Contest Period is unlimited.
- d) All entries, including the Work, become the sole property of the University of Toronto and none will be returned for any reason. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged or garbled.
- e) Entries must be received in full by the University of Toronto no later than the end of the Contest Period. Entries received, in whole or in part, after the Contest Period will not be accepted. An entry will be considered as received once all of the data comprising the completed online form are received at the University's server.
- f) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the University of Toronto with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

## Legality

As the entries may be enjoyed by the broader University of Toronto community, all entries must comply with the law and applicable University of Toronto policies and be appropriate for use by University of Toronto. Any entry which in the sole discretion of the Judging Panel (as defined below) is deemed inappropriate or is considered not to be in full legal compliance for use in online publications will be rejected.

## Accommodation

If the entrant is a person with a disability and seeks accommodation to enter, please contact Cheryl Gibbs at 416.946.8522 or [cheryl.gibbs@utoronto.ca](mailto:cheryl.gibbs@utoronto.ca).

## Winner Selection

The process to select a Winner (defined below) is as follows:

All eligible entries submitted during the Contest Period will reviewed by the Judging Panel (as defined below). The Judging Panel will review the eligible entries between October 30 and November 22, 2017 (the “contest period”) in Toronto, Ontario and may select a winner (the “Winner”). If a Winner is selected, the Judging Panel will notify the selected entrant. Before being declared the Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Release (as defined below).

- a) The Judging Panel will consist of members of the University of Toronto community Steering Committee. The selection of the Judging Panel is solely within the discretion of the University. Judging will be based on the Judging Panel's discretion, but they will consider criteria such as connection to U of T themes, appropriateness of content, and concept. The Judging Panel in its absolute discretion, may select the potential winner from among the entries based upon the above criteria. The decision of the Judging Panel is final and binding and may not be challenged in any way. The Judging Panel is not obligated to select a Winner.
- b) If a Winner is selected, the selected entrant will be notified by e-mail and must respond within five business days of the date notification is sent, by responding to the contact information (phone/email) provided in the notification.
- c) .
- d) If the selected entrant does not respond within five business days of the date the notification was sent, he/she will be disqualified and will not receive the Prize (as defined below) and another entrant may be selected in the University of Toronto's sole discretion. The University of Toronto is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the University of Toronto to receive a selected entrant's response.
- e) The Winner must correctly answer a time limited, mathematical skill testing question before being awarded the prize. Failure to correctly answer such question in the allotted time will result in disqualification of that entry

## Prize

- a) There is a prize available to be won by the selected entrant as follows: \$250 U of T Bookstore Gift Certificate (the “Prize”).
- b) The Prize will be distributed with in fourteen (14) business days after the selected entrant has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- c) The winner must accept the Prize in person, showing a valid TCard (University of Toronto campus ID card).
- d) The Prize must be accepted as awarded and cannot be transferred, assigned, or substituted, except at the sole discretion of the University of Toronto. The prize has no cash surrender value. The University of Toronto reserves the right, in its sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- e) The odds of winning depend on the number of eligible entries received.

## Release

To be eligible to receive the Prize, the winner will be required to execute a legal agreement and release ("Release") that confirms the Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the University of Toronto and its subsidiaries, affiliates and/or related entities and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; (iv) irrevocably assign to the University of Toronto all of the Winner's worldwide right, title and interest (including copyright) in and to the Work, in any and all media, now or hereafter invented and irrevocably waive the Winner's moral rights in the Work; and grant to the University of Toronto the unrestricted right, in the University of Toronto's collective or individual discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within ten (10) business days of the date indicated on the accompanying letter or the selected entrant will be disqualified and the Prize forfeited.

## Indemnification by Entrant

The entrant agrees to fully indemnify and Releases the University of Toronto from any and all claims by third parties relating to his or her entry and participation in the Contest, without limitation.

## Rights Clearance

By submitting any logos, trademarks, slogans, tag lines, names, content, artwork and/or literary work to the University of Toronto as part of its entry into the Contest (the "Work") each entrant irrevocably assigns to the University of Toronto all of his/her worldwide right, title and interest (including copyright) in and to the Work, in any and all media, now or hereafter invented, and irrevocably waives his/her moral rights in the Work. The entrant agrees that the opportunity to participate in the Contest is sufficient consideration for this assignment and waiver. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. The University of Toronto assumes no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to the University of Toronto that the Work does not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. The University of Toronto reserves the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the University of Toronto in its sole discretion.

## Limitation of Liability

The University of Toronto assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The University of Toronto is not responsible for 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 or by any technical or human error which may occur in the administration of the Contest. The University of Toronto assumes no responsibility for 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. The University of Toronto is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, 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. The University of Toronto is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The University of Toronto assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the University of Toronto, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, or any website.

## Conduct

By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website <http://toolboxrenewal.utoronto.ca/contest> and made available upon request by self-addressed, stamped envelope to U of T Name the New Portal Contest, Office of the Vice-Provost, Students, 27 King's College Circle, Room 221, Toronto Ontario M5S 1A1 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Judging Panel and the University of Toronto, which shall be final and binding in all respects. The University of Toronto reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest Website, or any related website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any website related to the Contest; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE UNIVERSITY OF TORONTO RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

## Privacy/Use of Personal Information

By participating in the Contest, entrant: (i) grants to the University of Toronto the right to use his/her name, mailing address, telephone number, e-mail address and student number ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the University of Toronto the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the University of Toronto may disclose his/her Personal Information to third-party agents and service providers of the University of Toronto in connection with any of the activities listed in (i) and (ii) above.

The University of Toronto will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the University of Toronto's Privacy Policy (<http://www.fippa.utoronto.ca>).

## Intellectual Property

All intellectual property is owned by the University of Toronto and/or its affiliates as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

## Termination

The University of Toronto reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the University of Toronto. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the University of Toronto in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

## Language Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form or advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.