

PRIZE WINNER CONFIRMATION & RELEASE

TO: **The Corporation of the City of Mississauga as represented by Mississauga Celebration Square (the “Sponsor”)**

RE: **Canada Day VIP Experience Contest (the “Contest”)**

1. The undersigned hereby acknowledges that, as a result of his/her/their participation in the Contest conducted by the Sponsor, he/she/they have been selected as a Contest winner and will receive a prize (the “**Prize**”).
2. The undersigned hereby acknowledges and confirms that: (a) he/she/they accepts the Prize as awarded; (b) he/she/they shall be responsible for any expense not specifically described as included in the Prize; (c) he/she/they shall not receive any additional compensation for his/her appearance, performance and/or participation in the Contest, or for any rights granted to the Sponsor or others as set out herein; and (d) the Sponsor is not responsible or liable for, any warranty, representation or guarantee, express or implied, related in any way to the Contest and/or the Prize.
3. The undersigned hereby grants to the Sponsor and its elected officials, its advertising, media buying and promotional agencies and their respective directors, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees, and representatives (collectively, the “**Releasees**”) the unrestricted right to use, print, publish, broadcast, reproduce, distribute, prepare derivative works of, and display the name, province or territory of residence, photograph or likeness and biography of the undersigned, any statements made by the undersigned relating to the Contest, for advertising and promotional purposes, in any and all forms of media, whether now known or hereafter devised, without further compensation or permission.
4. The undersigned hereby grants to the Sponsor the right to collect, use and disclose his/her/their personally identifiable information (“**Personal Information**”) for the purpose of administering the Contest and for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation. The undersigned acknowledges that the Sponsor may disclose his/her/their Personal Information to the Releasees and to third-party agents and service providers in connection with the activities listed above.
5. The undersigned hereby acknowledges and agrees that it shall retain all right, title and interest (including copyright) in and to the images, audio-visual productions, sound recordings and/or other materials he/she/they produced, recorded, and/or created for the purpose of or used in connection with the Contest and/or any advertising or promotion related thereto (collectively, the “**Materials**”), and hereby grants to the Contest Sponsors a worldwide, gratuitous, irrevocable, and exclusive license to copy, use, modify, reproduce, display, adapt and transmit the Materials for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest.
6. The undersigned hereby irrevocably releases, forever discharges and indemnifies the Releasees from and against any and all claims, losses, liabilities, costs, damages, actions, judgments, obligations, penalties, and expenses of any kind or nature whatsoever (including legal fees) in any way arising directly or indirectly in whole or in part out of any injury, loss, or damage that the undersigned may suffer in connection

with the undersigned's participation in the Contest or any Contest-related activity, and/or the undersigned's acceptance, use, or misuse of the Prize; any breach of the Contest Rules by the undersigned; the conduct of the Contest; the operation of the website through which entrants may submit entries to the Contest; any alternate method of entering the Contest; or any third party claims in relation to the Contest.

- 7. The undersigned hereby represents and warrants that: neither he/she/they, nor any member of his/her/their immediate family or household, is now or was at the time of my entering this Contest, an elected official of the Sponsor or a director, officer, employee, supplier, agent, sponsor, contractor, administrator, licensee, or other representative of the Sponsor or its advertising or promotional agencies.
- 8. The undersigned hereby acknowledges and confirms that: (a) he/she/they have read, understood and complied with the Contest Rules, attached hereto; (b) he/she/they have read, understood and agree to the terms and conditions of this confirmation and release, which shall be binding on him/her/them and his/her/their heirs, executors, administrators, representatives, successors and assigns; and (c) the Sponsor has the right to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest, the Prize and/or the Contest rules in any way at any time for any reason without prior notice or compensation to the undersigned.

Witness (Signature)

Prize Winner (Signature)

Witness Name (Please Print)

Name and Age (Please Print)

Witness Address

Address

Date

Date

IN THE EVENT THAT THE PRIZE WINNER IS UNDER THE AGE OF 18, IN ADDITION TO THE SIGNATURE OF THE PRIZE WINNER ABOVE, THE FOLLOWING IS TO BE COMPLETED BY THE PARENT OR LEGAL GUARDIAN OF SUCH PRIZE WINNER

CUSTODIAL PARENT / LEGAL GUARDIAN CONSENT, CONFIRMATION & RELEASE

I am the custodial parent or legal guardian of _____ (the "**Minor Participant**") and I hereby acknowledge and confirm that I have read, understood and agree to all of the above terms and conditions, both on my own behalf , and on behalf of the Minor Participant, in my capacity as his/her/their custodial parent or legal guardian.

Signed this _____ day of _____, 2022.

Signature of custodial Parent or Legal Guardian: _____

Name of Parent or Legal Guardian: _____

Signature of Witness: _____ Name of Witness: _____