

**THIS CONTEST IS OPEN TO RESIDENTS OF MANITOBA AND IS GOVERNED BY CANADIAN LAW**

**No purchase necessary. Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. KEY DATES:**

The “Be a Global Citizen” Facebook, Instagram and Twitter Contest (the “**Contest**”) begins on February 1, 2021 at 12:00 a.m. Central Standard Time (“**CST**”) and ends on February 28, 2021 at 11:59 p.m. CST (the “**Contest Period**”).

**2. ELIGIBILITY TO ENTER:**

The Contest is open to residents of Manitoba, except employees and board members of the Manitoba Council for International Cooperation (the “**Sponsor**”) and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”).

**3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Rules and Regulations (the “**Rules**”).

**4. FACEBOOK, INSTAGRAM AND TWITTER NOT INVOLVED:**

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter (the “**Social Platforms**”). The Social Platforms are hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to the Social Platforms.

**5. HOW TO ENTER:**

No purchase necessary. To earn an entry in the Contest (each, an “**Entry**” and collectively, the “**Entries**”) via Facebook, log into your Facebook account (each, an “**Account**”) at [www.facebook.com](http://www.facebook.com) on your computer, tablet or mobile device or by using the Facebook app on your tablet or mobile device during the Contest Period and post a comment under the Contest post, containing a personal example of your favourite ‘book for global citizens’. Each Post must be made on MCIC’s Facebook page @mcic.ca, in order to be eligible to receive an Entry. In order to be eligible to receive an Entry, the Post or comment must contain the hashtag #IDW2021. You may only use one (1) Facebook Account to participate in this Contest. To be eligible

to earn an Entry, your Account must be set to public and not private and you must be following or 'like' MCIC's Facebook page @mcic.ca.

To earn an entry in the Contest (each, an **"Entry"** and collectively, the **"Entries"**) via Instagram, log into your Instagram account (each, an **"Account"**) at [www.instagram.com](http://www.instagram.com) on your computer, tablet or mobile device or by using the Instagram app on your tablet or mobile device during the Contest Period and post a photo (a **"Post"**) on your personal Instagram feed of a personal example of your favourite 'book for global citizens' OR post a comment under the Contest post, containing a personal example of your favourite 'book for global citizens'. In order to be eligible to receive an Entry, the Post or comment must contain the hashtag #IDW2021. You may only use one (1) Instagram Account to participate in this Contest. To be eligible to earn an Entry, your Account must be set to public and not private and you must be following MCIC's Instagram page @mcic\_ca.

To earn an entry in the Contest (each, an **"Entry"** and collectively, the **"Entries"**) via Twitter, log into your Twitter account (each, an **"Account"**) at [www.twitter.com](http://www.twitter.com) on your computer, tablet or mobile device or by using the Twitter app on your tablet or mobile device during the Contest Period and create a post (a **"Post"**) on your personal Twitter feed of a personal example of your favourite 'book for global citizens' OR post a comment under the Contest post, containing a personal example of your favourite 'book for global citizens'. In order to be eligible to receive an Entry, the Post or comment must contain the hashtag #IDW2021. You may only use one (1) Twitter Account to participate in this Contest. To be eligible to earn an Entry, your Account must be set to public and not private and you must be following MCIC's Twitter page @mcic\_ca.

Contest participants may submit one (1) Entry on each of the Social Platforms. At the end of the Contest Period, each Post from an eligible Account that complies with these Rules will earn one (1) Entry in the contest. If you do not have an Account, you can create one free of charge at [www.facebook.com](http://www.facebook.com) and/or [www.instagram.com](http://www.instagram.com) and/or [www.twitter.com](http://www.twitter.com) on your computer, tablet or mobile device or through the Facebook and/or Instagram and/or Twitter mobile application on your tablet or mobile device.

To be eligible to earn an Entry, each Post must contain a personal example of your favourite 'book for global citizens' and contain the hashtag #IDW2021

All Entries and materials associated with your Entry (collectively, the **"Entry Materials"**) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components noted above; (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 8; and (iv) be in accordance with the applicable terms, rules, policies and guidelines of the applicable Social Platform (the **"Social Platform Rules"**), to earn an Entry, all as determined by the Sponsor in its sole and absolute discretion.

## **6. PRIZE LIMIT AND CONDITIONS:**

There is a limit of one (1) Prize (as defined below) per person throughout this Contest (regardless of how many unique Posts you submit). Under no circumstances will any participant be eligible to win more than one (1) Prize. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) receive more than one (1) Prize; and/or (ii) use multiple names, identities, email addresses, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to receive more than one (1) Prize or otherwise disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, Facebook, Instagram, Twitter and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, all required Entry Materials) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 8) and/or the applicable Social Platform Rules, all as determined by Sponsor in its sole and absolute discretion.

## **7. VERIFICATION:**

All Entries, Entry Materials and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification at the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Sponsor’s official clock(s).

## **8. SUBMISSION REQUIREMENTS:**

**BY SUBMITTING AN ENTRY, YOU REPRESENT THAT YOUR ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE**

ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) FOR THE PURPOSES SET OUT UNDER THESE CONTEST RULES; (II) SUBMISSION OF YOUR ENTRY (INCLUDING ANY APPLICABLE INTERNET OR DATA CHARGES) AND PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY OF YOUR PERSONAL INFORMATION; AND/OR (IV) IF YOU ARE DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). YOU AGREE TO THE RELEASED PARTIES SHALL BE HELD INDEMNIFY AND HOLD HARMLESS AND INDEMNIFIED BY YOU THE RELEASED PARTIES IN THE EVENT THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, you warrant and represent that your Entry and any Entry Materials you submit:

- a. is/are original to you, and that you have obtained all necessary rights in and to your Entry and the Entry Materials for the purposes of entering such Entry and Entry Materials in the Contest;
- b. does not violate any law, statute, ordinance or regulation;
- c. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- d. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- e. is/are not defamatory, trade libelous, pornographic or obscene, and further that it does not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its designated content moderator (the “**Reviewer**”) reserves the right to screen all Entries and Entry Materials. Any Entries or Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entries (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry (or any part thereof) in order to ensure that the Entry and associated Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry (and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

#### **9. LICENSE:**

By entering the Contest and submitting an Entry, each entrant: (i) without limiting the applicable Social Platform Rules, grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry and Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry and Entry Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry and Entry Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry and Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

#### **10. PRIZES:**

There will be three (3) Prize(s) available to be won, consisting of three (3) \$100 CAD gift card(s) for McNally Robinson Booksellers. Only one contestant is eligible per prize to be selected as the valid "winner" and/or Sponsor. The Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater retail value. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from neither the Sponsor nor any of the Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, a confirmed winner agrees to waive all recourse against the Released Parties

if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

#### **11. ELIGIBLE WINNER SELECTION PROCESS:**

On Tuesday, March 2, 2021 (the “**Selection Date**”) will be hosted virtually (due to remote working arrangements of staff) in Manitoba at approximately 2:00 p.m. Central Standard Time (“**CST**”), three (3) eligible Entries will be selected by random draw from all eligible entries received during the Contest Period. The selection process will involve a third-party witness and will be witnessed virtually. The odds of winning depend on the number of eligible entries received. Only one contestant is eligible per prize to be selected as the valid "winner" and/or Sponsor.

Before being declared a winner: The selected entrant will be contacted by direct private message and/or public post on Facebook, Instagram or Twitter by the Sponsor’s account, @mcic.ca/@mcic\_ca, and notified that they are eligible to win. The selected entrant must reply by private message within three (3) business days of notification and provide the Sponsor with a contact phone number. The selected entrant must first correctly answer a time-limited mathematical skill-testing question to be administered by telephone. The Sponsor will then email, and the selected entrant will be required to sign and return within one (1) business day of notification a Sponsor’s Declaration and Release form, which:

- a. confirms compliance with the contest rules;
- b. releases the Sponsor, its affiliated companies and agents, advertising and promotion agencies, the contest judges and each of their respective officers, directors, agents, representatives, successors and assigns from any liability in connection with the Contest, the entrant’s participation therein and/or the awarding and use or misuse of the prize or any portion thereof; and
- c. grants to the Sponsor the right to use the selected entrant’s name, and likeness in any form of advertising relating to the contest without further notice or compensation.

If a selected entrant: (i) cannot be contacted by private message within three (3) business days of selection or there is a return of any prior notification as undeliverable; (ii) fails to correctly answer the skill-testing question; or (iii) fails to return the contest documents within the specified time, the he/she will be disqualified and will forfeit the prize, and the Sponsor reserves the right to select an alternate entrant from among the remaining eligible entries.

#### **12. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of one (1) attempt to contact each eligible winner within three (3) business days of the Selection Date. Attempts to contact eligible winners will take the form of a direct private message and/or public post on Facebook, Instagram or Twitter to the user from the Sponsor’s Account, @mcic.ca/@mcic\_ca, which will mention the eligible winner’s Account and will invite them to direct message the Sponsor’s Account. If an eligible winner fails to direct message the Sponsor’s Account, or cannot be otherwise contacted within three (3) business days of the Selection Date, or if there

is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

### **13. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. Before being declared A CONFIRMED PRIZE winner, each eligible winner will be required to sign and return within one (1) business day of notification the Sponsor's Declaration and Release form, which: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry and Entry Materials; and (v) agrees to the publication, reproduction and/or other use of his/her name, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible winner: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

### **14. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website, mobile application or any social media platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Materials and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website, mobile application, or social media platform; (iv) any injury or damage to an entrant's or any other person's computer, tablet, mobile device or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using their personal information for the purpose of administering the Contest. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, the Sponsor or any of the other Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Manitoba and the federal laws of Canada applicable therein, 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. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Manitoba in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.