Frequently Asked Questions

1. **What are Readers' Choice Award Nominations?**
   Every year the Midland Mirror hosts an online nomination site www.simcoe.com/readerschoice-midland where people from the community can go to nominate their favourite businesses and/or professionals from the community to be recognized.

2. **How many times can you nominate a business and/or professional?**
   You can nominate your favourite business and/or professional once per 24 hour period.

3. **Do all the businesses and professionals that have been nominated move forward to the final voting phase?**
   No. Since there are so many businesses and professionals listed, at the end of each nomination period, each nomination category will be sorted from highest to lowest nomination count. The five businesses/professionals with the highest nomination counts in each category will move forward to the voting process.

4. **Will all the businesses/professionals that have been nominated be contacted?**
   Account Executives at the Midland Mirror will do their best to reach everyone on the official nominees list (highest counts), but we cannot guarantee everyone will be contacted due to the large volume of nominees.

5. **Do we receive anything for being an official nominee?**
   Your name will appear in the nominee section of the site and in the paper

6. **What is Readers' Choice Voting?**
   The top 5 businesses and/or professionals who have received the most nominations within each of the categories will be listed on the voting site www.simcoe.com/readerschoice-midland from Thursday, January 5, 2023 at 12:01 AM ET to Monday, February 6, 2023 at 11:59 PM ET. People from the community can go to the site and vote for their favourites from the official list provided during that period.

7. **How many times can you vote for a business and/or professional?**
   Only one (1) vote per person will be accepted per category for each business and/or professional. In other words, once you have clicked on the VOTING button you will be unable to vote again for that business and/or professional in that category during the voting period.

8. **Once I have voted for a business and/or professional, can I sign back in with my email address?**
   Yes, you can sign back in with your email address but you would be unable to vote for a business and/or professional that you have already voted for within a particular category. You may however vote for another business and/or professional within that or another category.

9. **Will my vote be scrutinized?**
   All votes are subject to verification and votes considered to be fraudulent will be removed at our discretion.

10. **Will the Winners be contacted?**
    Account Executives at the Midland Mirror will do their best to reach everyone on the official winners list but we cannot guarantee everyone will be contacted due to the large volume of potential winners.

11. **Do we receive anything for being a Winner?**
    Your name will be listed in an "Official Winners" Section that will be published in the Midland Mirror. All businesses and professionals are encouraged to advertise in this special section as many of our readers may refer to it throughout the year. A digital version of the "Official Winners" Section will also be posted on www.simcoe.com/readerschoice-midland.

12. **Who do I contact if I would like to advertise in the Nominees and/or Winners Sections?**
    You can either call your Account Executive at the Midland Mirror or 705-527-5500.

13. **Who do I contact if I have a nomination problem, general comment/question or technical issue?**
    Please email readerschoice@metroland.com for these inquiries and someone will respond to your email within 2 business days.

14. **Can you provide some additional details?**

2022 THE MIDLAND MIRROR READERS' CHOICE AWARDS PROMOTION DETAILS

a) Agreement: These details govern the 2022 Midland Mirror Readers' Choice Awards Promotion (the "Promotion"). No purchase is necessary to enter, be nominated, vote in or win the Awards. The act of entering the Promotion constitutes acceptance of these terms and the decisions of the Sponsor, which decisions shall be final and binding upon all entrants.

b) Sponsor: The Promotion is run by the Midland Mirror, a publication of Metroland Media Group Ltd. (the "Sponsor").

c) **Eligibility:** The Promotion is open to residents of Canada, excluding Quebec, who have reached the age of nineteen (19) as of the start of the Promotion Period. Employees, their immediate families (i.e. spouses or biological, step or adoptive parents, children or siblings) and anyone domiciled with any employee of the Sponsor or its affiliates, subsidiaries, advertising or promotional agencies, or fulfilment houses are not eligible to become Nominees or Winners in the Promotion, but may participate in the Promotion by nominating or voting for a business/professional in accordance with the terms below. To be eligible to be a Nominee or Winner, a business and/or professional must be located within the City of Midland, Penetanguishene, Tiny,Tay and Georgian Bay Ontario.

d) **Nomination:** To nominate a business and/or professional, visit the Promotion website at www.simcoe.com/readerschoice-midland read these terms, and follow the prompts online to complete and submit the online entry form (the "Nomination") by the end of the Nomination Period. The Nomination Period begins on Thursday, November 3, 2022 at 12:01 AM ET and ends on Monday, December 5, 2022 at 11:59 PM ET. In order to be eligible for judging and to win, any nomination must be received by Monday, December 5, 2022 at 11:59 PM ET. Each member of the public can only nominate one (1) business/professional per category per 24 hour period within the Nomination Period.

In connection with his/her submissions each person submitting a Nomination affirms, represents and/or warrants that: (i) he/she owns or has the necessary licenses, rights, consents and permissions to use and authorize the Sponsor to use all copyright, trademark or other proprietary rights in and to his/her submission to enable inclusion and use of the submission in the manner contemplated by these Promotion terms; (ii) his/her submission does not violate any law, statute, ordinance or regulation, will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and if applicable, he/she has the written consent, release and/or permission of each and every identifiable individual professional or business in the submission to use the name or likeness of each and every such identifiable individual professional or business to enable inclusion and use of the submission in the matter contemplated by these Promotion terms. The submission must not, in the sole and unfettered discretion of the Sponsor, be defamatory, trade libellous, provocative, pornographic or obscene, or contain, include, discuss or involve, without limitation, any of the following: crude, vulgar or offensive language and/or symbols; derogatory or discriminatory characterizations of any individual or ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; and other than the name of the professional or business you are nominating, for which you have obtained consent as outlined in (ii) above, the personal information of any individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); any identifiable third party products, trade-marks, brands and/or logos; or conduct or other activities in violation of these terms. The Sponsor reserves the right to reject, remove, alter or disqualify any submissions or nominations that in its sole discretion could be offensive or inappropriate or that do not meet the requirements of these terms and conditions.

The five professionals/businesses in each category who have received the most Nominations at the end of the Nomination Period will be selected as Finalists, and will be listed on the Promotion website www.simcoe.com/readerschoice-midland to be voted on by the public. In the event of a tie between certain nominees, both will be selected as Finalists. If there are fewer than Five professionals/businesses nominated in a category, they will all be selected as Finalists and advance to the voting phase.

The name of each Nominee will be listed in an "Official Nominees" list that will be published in the Midland Mirror on Thursday, January 5, 2023. A digital version of the "Official Nominees" the list will also be posted on www.simcoe.com/readerschoice-midland.

e) Voting and Awards: Members of the public will be able to vote for their favourite Finalists between Thursday January 5, 2023 at 12:01 AM ET to Monday, February 6, 2023 at 11:59 PM ET (such period, the "Voting Period"). Members of the public are restricted to one vote per Finalist, per category during the Voting Period.

At the end of the Voting Period, the Finalists in each category will be ranked by number of votes received.

In the event of a tie between Finalists, both professionals/businesses will be selected.

In the event no votes are submitted by members of the public during the Voting Period for a particular category, the Winners within that category will be selected by counting and ranking the Finalists according to the number of Nominations each received.

The name of each Winner will be listed in an "Official Winners" Section that will be published in the Midland Mirror on Thursday, March 9, 2023. A digital version of the "Official Winners" Section will also be posted on www.simcoe.com/readerschoice-midland.

f) Release, Licence to Use Copyright and Waiver of Moral Rights: By entering the Promotion and/or accepting a Nomination or award, each entrant and Nominee irrevocably:

- authorizes the Sponsor to use his or her Promotion entry, including without limitation his or her name, city and province/territory of residence, photograph, image, picture, portrait, likeness, submission, and statements (together, "**Material**") in connection with its business, including without limitation for this Promotion or for general advertising and promotional purposes, in any and all forms of media now owned or hereafter invented, without further notice, review, approval, consent or compensation.

- grants the Sponsor a perpetual, irrevocable, worldwide, royalty-free non-exclusive license to publish, use, reproduce, copy, display, distribute, edit or modify any entrant or Nominee's Material in connection with this Promotion, other marketing and advertising purposes, or for any other reason or purpose, and each entrant and Nominee waives any and all moral rights he/she may have in any Material submitted. Each entrant agrees to complete and sign all documents necessary to confirm the rights granted under these official rules.

- consents to the use of his or her Material in advertisements for the Sponsor, including but not limited to advertisements in Sponsor's newspapers, and to the posting of his or her Material online on the Sponsor's and its affiliates' and related companies' websites and in social media without any further notice, review, approval, consent or compensation. In addition, each entrant and Nominee acknowledges and agrees that publishing Material in print and posting Material online brings that Material within public view, and none of the Released Parties (as defined below) will be held liable for any copying, reproducing, re-posting, or unlawful use of any published or posted Material, or any other injury, damage or loss to any entrant, nominee or any other person that may result.

As a condition of being declared a winner and prior to being awarded any award, each selected Nominee may be required to show valid photo ID and/or to sign a declaration of eligibility and release form (i) releasing the Released Parties (as defined below) from any and all liability in connection with the Promotion and/or the award; (ii) confirming compliance with these Promotion terms; (iii) consenting to the use of his or her name and Material, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor and its advertising and promotional agencies; and (iv) assigning any intellectual property rights, including copyright, in the Material to the Sponsor and waiving his/her moral rights in the Material.

g) Indemnity: By participating in this Promotion as entrant and/or Nominee, you agree to defend, indemnify and hold harmless the Sponsor and each of its parents, subsidiaries, affiliates and/or related companies and licensees and each of their officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, sub-contractors, service providers, advertising, media buyers and promotional agencies (the **"Released Parties"**) from any and all damages, injuries, claims, suits, actions, causes of action, costs, expenses, liabilities or losses of any kind (including but not limited to lawyers' fees) arising out of or relating to your participation in the Promotion; your receipt or use of any award; your violation of any term of these Promotion rules; your violation of any third party right, including without limitation any copyright, property, or privacy right; or any claim that your submission or Material caused any type of damage to a third party.

h) Privacy: We use each entrant's and nominee's personal information to administer this Promotion, including contacting, announcing and promoting award winners, and may transfer your personal information to third party service providers (including but not limited to prize suppliers) in order to perform services such as award fulfillment and delivery. The Contest is run in compliance with the Sponsor's privacy policy, which may be found in full at http://notices.torstar.com/privacy-policy/index.html.

i) Banning: The Sponsor may, in its sole discretion, prohibit any person from entering or winning the Promotion whom it believes to be abusing these terms or the spirit of the awards. Such abuse includes but is not limited to entering false information and entering, nominating or voting more times than is permitted under these rules.

j) Restrictions on Use. All trademarks, trade names, brands and logos used, mentioned or displayed in connection with the Promotion are the property of Sponsor, its affiliated companies or of their respective owners. The display of these trademarks, trade names, brands and logos on this website and other sites and materials relating to the Promotion does not convey or create any license or other rights in these marks, names, brands or logos for any person, including without limitation any entrant, Nominee or Winner. Any unauthorized use of these trademarks, trade names, brands or logos is strictly prohibited.

Other: Odds of winning depend on the number of eligible nominations and votes received and the calibre of nominees within each category. In order to be eligible to win, a representative of each potential Winner may be required to correctly answer a mathematical skill-testing question, without assistance or mechanical or electronic aid. This Promotion is governed by and shall be interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. Sponsor reserves the right to cancel or modify the Promotion or these Promotion terms at any time without notice. The nominations, awards and related media mentions must be accepted as given, have no retail value and are non-transferable, non-exchangeable and not convertible to cash. Awards are given as-is and no warranties or guarantees are implied or expressed. The Released Parties are not liable for any lost, late, misdirected or stolen entries, nominations or votes or inability to process entries, nominations or votes, or any errors, damage, injury or negligence that may arise in connection with this Promotion or any award, including but not limited to personal injury, property damage, technical issues or failures of any website or software, viruses, website disruptions, malfunctions or website down-time, human error, personal injury or property damage incurred by any Promotion entrant or nominee. The Released Parties are not responsible for any errors or omissions in printing or advertising this Promotion. Use of any automated system including robotic or form filling software to enter, nominate, vote or otherwise participate in this Promotion is prohibited and will result in disqualification of all entries by anyone using or benefitting from such assistance. If a dispute arises regarding who submitted an online entry, nomination or vote, the entry, nomination or vote will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.