



TERMS AND CONDITIONS
Durham Has Talent
Oshawa Centre

Eligibility: The "Durham Has Talent" Contest (the "Contest") is only open to residents of the Region of Durham, Ontario, ages 5 years and older (at the time of the live finale event, April 9, 2011), and require parental consent if under 18 years of age. Proof of age and residence will be required at time of entry. Winners from previous Durham Has Talent contests may not enter. Notwithstanding the foregoing, the Contest is not open to employees, representatives and agents of Oshawa Centre, IVANHOE CAMBRIDGE I INC., IVANHOE CAMBRIDGE II INC., and Oshawa Centre merchants (collectively, the "Contest Sponsors") or any retailer located in the Contest Sponsors, or the Contest Sponsors' affiliated companies, advertising and promotional agencies, and all persons with whom any of the foregoing individuals are domiciled or members of their respective immediate families.

By entering the Contest, each entrant is deemed to have accepted the rules set out below (the "Contest Rules"), which are subject to change without notice, and automatically releases the Contest Sponsors and any other person or entity associated in any way with the Contest, all of their respective affiliates, subsidiaries, directors, officers, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, the selection of winners and administration of the Contest.

By entering the Contest, all entrants accept the terms and conditions of the following Contest Rules and agree to be bound by them.

1. A \$5 cash donation to United Way is required for each entrant, whether solo or group, to be eligible to win.
2. The Contest Intake Period for entries runs from 1 PM – 7 PM from March 16, 17 and 18, 2011 and from 11 AM – 6 PM March 19 and 20, 2011. All times refer to Eastern Daylight Time ("EDT"). There is a limit of one entry per person or group. Any attempt to enter more than once per person, shall be deemed as tampering and will void all of your entries. Contest is void where prohibited by law.
3. To enter the Contest, entrants must visit Oshawa Centre during the Contest Intake Period to perform their talent for our event team, who will record a maximum 1-minute video of the performance on a supplied video camera, with a supplied microphone. Entrants must come prepared with all materials required in order for them to perform their talent. Performances are limited to a staging area 10x10 feet in size.
4. Categories for contest entries will be divided between 3 categories: Vocal, Instrumental, and Dance & Movement. Each category must have a minimum of 10 entrants in order for voting to commence. Should a category not have 10 entrants by the end of the contest intake period, Oshawa Centre judges reserve the right to move entrants in said category into categories of their choosing before voting commences; thus, nullifying the category that did not have enough entrants. As of the close of the Audition intake on March 20 at 9pm, there were not enough entrants in the Performing Arts category and therefore, this category has been terminated. Entrants who entered this category were moved to related categories as per Oshawa Centre judges and notified by email. Entrants are required to confirm the category of their choosing on which they will be judged. Once category is selected, entrants may not request to move categories. Oshawa Centre judges reserve the right to move entrants into better suited categories before the voting period commences and with email notification to the entrant.
5. Contest entries will be posted at the www.oshawacentre.com/durhamhastalent website for public viewing. First names and last initials will be included with each online entry. Entries will also be identified by contestant number and a unique link that can be sent to friends.
6. The Contest Voting Period begins on March 21, 2011 at 9 AM and ends at 11:59 PM on March 28, 2011. During the Voting Period all entries at the contest website, www.oshawacentre.com/durhamhastalent can be voted upon, with each voter voting a maximum of once every hour.

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7. The top 4 entries with the most votes in each category, and **up to 10 entries** selected by a panel of judges, determined to meet contest eligibility, will be invited to the finale on Saturday April 9, 2011 between 3 and 5 PM. Finalists will need to arrive at 12 PM on April 9 to be styled for this performance. Winners will be required to stay after the finale for professional photoshoot and interviews.

The **top 10 entries** selected by judges will be evaluated based on personality, rationale, creativity, and vitality depicted by the entry submittals. Judging will take place on March 29, 2011 or thereabouts. All contest winners will be advised personally by phone before April 1, 2011.

8. Finalists must attend an event rehearsal on Friday, April 8th from 4-7 PM.

9. The live finale competition takes place at Oshawa Centre on April 9, 2011 between the hours of 3 PM and 5 PM. Winners will be required to stay after the finale for a professional photoshoot and interviews. Judges will select the top 4 performances of the event to win prizing as follows:

1st Place - \$750 in Oshawa Centre Gift Cards plus one (1) professional headshot and a feature in the 2012 Durham Has Talent creative captured through professional photoshoot immediately after the Finale on Saturday April 9, 2011. Winner will also receive a digital copy of their finale performance for their portfolio. Winners may also be contacted to participate in select future events as entertainment for Oshawa Centre. Total value of prize is approximately \$1,450.

2nd Place - \$500 in Oshawa Centre Gift Cards plus one (1) professional headshot and a feature in the 2012 Durham Has Talent creative captured through professional photoshoot immediately after the Finale on Saturday April 9, 2011. Winner will also receive a digital copy of their finale performance for their portfolio. Winners may also be contacted to participate in select future events as entertainment for Oshawa Centre. Total value of prize is approximately \$1,200.

3rd Place - \$250 in Oshawa Centre Gift Cards plus one (1) professional headshot and a feature in the 2012 Durham Has Talent creative captured through professional photoshoot immediately after the Finale on Saturday April 9, 2011. Winner will also receive a digital copy of their finale performance for their portfolio. Winners may also be contacted to participate in select future events as entertainment for Oshawa Centre. Total value of prize is approximately \$950.

4th Place - \$100 in Oshawa Centre Gift Cards plus a feature in the 2012 Durham Has Talent creative captured through professional photoshoot immediately after the Finale on Saturday April 9, 2011. Winner may also be contacted to participate as entertainment for Oshawa Centre in select in-mall events. Total value of prize is approximately \$350.

10. Prizes must be accepted as awarded and cannot be converted in cash or for another prize, and cannot be exchanged. The Event Sponsors take no responsibility for lost, stolen or damaged Gift Cards. The Contest Sponsors reserve the right to substitute a prize of at least equal value in the event of the unavailability, for whatever reason, of the advertised prize. Prizes must be accepted as is and cannot be converted in cash or for another prize. The winning contest entrant(s) are be required to claim their prize as a group; along with their legal guardians. This prize must be claimed no later than May 31, 2011.

11. Highlights of the competition will be posted on the Oshawa Centre website. Contest Sponsors reserve the right to post any of the contest entries, or live performances in their sole discretion for promotion.

12. The Contest Sponsors reserve the right to verify if Finalists and Contest winners satisfy all Contest admissibility criteria. Winners will also be required to correctly answer, unaided, a time-limited, mathematical skill-testing question. The Contest Sponsors' rulings are final and without appeal in all matters related to the promotion and the awarding of prizes.

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13. Odds of winning depend on the number of eligible entries and the number of eligible votes received. All entries and/or votes that are incomplete, illegible, damaged, irregular, that have been submitted through illicit means, or do not conform to or satisfy any condition of the Contest Rules may be disqualified by the Contest Sponsors. The Contest Sponsors take no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. All entries become the property of the Contest Sponsors and will not be returned.

14. By entering this Contest, entrants consent to the use of their entry, name, city of residence, video and/or any photograph of or that may be taken in publicity carried out by the Contest Sponsors and their advertising agencies, without further notice or compensation. The Contest Sponsors are not responsible for any errors or omissions in printing or advertising this Contest.

15. All personal data collected are for the purpose of administering this Contest. No further informational or marketing communications will be received by entrants unless entrants provide the Contest Sponsors with explicit permission to do so as indicated on the entry form. Please see the privacy policy of [Oshawa Centre](#).

16. By entering this Contest, entrants release and hold harmless the Contest Sponsors, their advertising and promotional agencies), their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns from any liability in connection with this Contest or, if declared a winner, the prize. Before being declared a winner, entrants may be required to sign and return, within a stipulated period of time, a declaration of compliance with the Contest Rules and a full liability and publicity Release. By accepting a prize, winners consent to the use of their name, place of residence, voice, statements, and photographs or other likenesses for publicity, advertising or informational purposes in any medium or format without further compensation or notice.

17. This Contest will be run in accordance with these Contest Rules, subject to amendment by the Contest Sponsors. Contestants must comply with these Contest Rules, and will be deemed to have received and understood the Contest Rules by participating in the Contest. The terms of this Contest, as set out in these Contest Rules, are not subject to amendment or counter-offer, except as set out herein.

18. Any dispute relating to the Contest (including, without limitation, a dispute as to whether an entrant has complied with all of the Official Rules and Regulations) shall be resolved by the Contest Sponsors in their sole and absolute discretion. All decisions of the Contest Sponsors shall be final and binding.

19. The Contest Sponsors assume no responsibility for failure of the internet or the website during the promotional period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. The Contest Sponsors reserve the right, in their sole discretion; to cancel or suspend the e-mail portion of this Contest should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any web site or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws. Should such an attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

20. This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations.