



## University of Calgary Presidential Task Force on Equity, Diversity, Inclusion and Accessibility (PTF-EDIA) Survey Prize Draw Official Rules

### 1. THE CONTEST - NO PURCHASE NECESSARY:

The **Presidential Task Force on EDIA Survey Prize Draw** (the “Contest”) is sponsored by The Governors of the University of Calgary (the “Sponsor”). The Contest will be open to entries from Monday, September 16, 2024, to Monday, October 7, 2024 (the “Contest Period”). The Contest will award 11 prize(s) in 11 draw(s) following the Contest Period. No purchase is required to participate.

### 2. ELIGIBILITY:

To be eligible to win, an entrant must be (a) a resident of Alberta; (b) who has reached the age of majority in the province; (c) who is not the Sponsor or any other parties engaged in the development, production or distribution of the Contest or Contest materials or those living in the same household as the foregoing; and (d) a graduate or undergraduate student registered to attend at the University of Calgary, or a postdoctoral scholar, staff or faculty member of any category employed by the University of Calgary during the Contest Period. All decisions regarding eligibility to enter this Contest will be determined by the Sponsor in its sole discretion.

This paragraph shall apply to the extent that any social media services are used in connection with the Contest. The Contest is in no way sponsored, endorsed or administered by, or associated with (including but not limited to) Hootsuite, Facebook, X, Instagram, WhatsApp, TikTok, Microsoft Teams or other social media companies (“Social Media Companies”). Each entrant in the Contest agrees to completely release the Social Media Companies of all liability in relation to the Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to the Social Media Companies. Entrants must comply with the terms of use of any applicable Social Media Company.

### 3. HOW TO ENTER:

No purchase necessary. To participate in the Contest, entrants must **participate in the Presidential Task Force on EDIA Survey and complete a contest entry form**. All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. Limit one entry per person.

By participating in this Contest, entrants accept and agree to be bound by the Contest Rules set out herein, and accept the decisions of the Sponsor, or those acting on behalf of the Sponsor, as final and binding, without right of appeal, in all respects, including, without limitation, as to eligibility and/or disqualification of entries, which are in the Sponsor’s sole and absolute discretion. Entries that are incomplete, irregular, inaccurate, contain false information, have been submitted through illicit means, or do not conform to or satisfy any condition of these Contest Rules shall be disqualified.

### 4. CONTEST PRIZES:

PRIZE(S): There are a total of **11** prizes (the “Prizes”) available to be won, including: one 13” MacBook Pro – space grey (value CAD \$1699.00), one 11” 128 GB iPad Pro – space grey (value CAD \$999.99), five SE GPS

Apple Watches – silver aluminum case (value CAD \$409.00 each), four Beats Studio Wireless over-ear headphones (value CAD \$399.00 each).

GENERAL: Prizes must be accepted as awarded and are not transferable or refundable. No substitutions except at Sponsor’s option. Nonmonetary Prizes may not be sold to, bartered with, purchased by or utilized by a third party. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at the time of award.

#### **5. WINNER SELECTION:**

The Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries received during the Contest Period and select potential winners for each Prize (the “Potential Winner”) on **Friday, October 11, 2024** (the “Draw Date”).

The odds of winning a Prize will depend on the number of eligible entries received during the Contest Period up to the respective Draw Date and, subject to any limits on the number of entries as specified in these Contest Rules, the number of entries by the entrant. The Sponsor may reject any entry if, in its absolute discretion, it considers the entrant to be ineligible or the entry to be disqualified. The selected Potential Winners will be contacted via email within **five (5)** business day of the Draw Date in which they were selected. No correspondence will be entered into with Contest entrants except with the Potential Winners. Up to three attempts will be made to contact a Potential Winner within fourteen (14) business days of the Draw Date in which they were selected. A Potential Winner that does not accept a prize within fourteen (14) business days of the Draw Date in which they were selected will be deemed to have declined the Prize.

BEFORE BEING DECLARED A WINNER, each Potential Winner must sign and return within five (5) business days of notification a declaration and release prepared by the Sponsor, which, among other things: (i) requires the Potential Winner to correctly answer a time-limited mathematical skill-testing question without mechanical or other aid; (ii) confirms compliance with these Contest Rules; (iii) acknowledges acceptance of the Prize as awarded; (iv) agrees to release the Releasees (as defined below) from any and all loss, harm, claims, cost, expense (including legal and other professional expenses), demands, damages, actions or causes of action whatsoever which the Potential Winner, his/her heirs, executors or administrators may or thereafter have against any of the Releasees in respect of or relating to participation in the Contest, participation in any contest related activity or the acceptance, use or misuse of the Prize. If the Potential Winner: (a) declines the Prize; (b) fails to correctly answer the skill-testing question; or (c) fails or is unable to return the properly executed declaration and release within the specified time, then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible entry. Any alternate Potential Winner that is drawn will be required to comply with these Contest Rules, including the above requirements related to the declaration and release.

#### **6. INTELLECTUAL PROPERTY:**

In consideration of the opportunity to enter the Contest, each entrant, by entering the Contest, grants the Sponsor a paid-up, perpetual, irrevocable, non-exclusive, worldwide license to use his or her entries (including but not limited to photographs, video and text) entered into the Contest in marketing and promotion related to the Sponsor; and each entrant, by entering the Contest, confirms that he or she holds the exclusive rights to all intellectual property in his or her entries, other than the right of the Sponsor to use such property by the Sponsor as set forth above, and that all moral rights in the intellectual property in his or her entries have been waived.

## **7. PUBLICITY:**

By participating and accepting a Prize, entrants' consent to the use of their name, location of residence (city and province/territory), photograph, social media handle(s) and entry without further remuneration or notice, in connection with the administration of the Contest or any publicity carried out by or on behalf of the Sponsor with respect to the Contest.

## **8. DISCLAIMER AND LIMITATION OF LIABILITY:**

The Sponsor assumes no responsibility for loss, injury, damages, liabilities or costs of any kind whatsoever and howsoever caused arising out of or in connection with the Contest or a Prize. The Sponsor, or an employee, agent or other representative of the Sponsor, if applicable, shall not be liable for (without limitation): (a) any problems, errors or negligence that may arise or occur in connection with the Contest; (b) any failure of any mail system, courier, website or social media application for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof; (c) late, lost, delayed, not received, damaged, misdirected, incomplete, stolen, fraudulent or illegible entries (all of which shall be automatically void and not eligible for the Prizes); (d) failure to receive entries due to transmission failures, busy signals, traffic congestion on the internet or at any website or technical failures of any kind, including, without limitation, malfunctioning of any network, servers, access providers, hardware or software, whether originating with sender or recipient; or (e) any injury, damage or loss to an entrant's or any other person's computer related to or resulting from participation in this Contest and breaches of privacy due to interference by third parties. Entries are subject to verification by the Sponsor. Entry materials/data not satisfying the entry requirements or that have been tampered with or altered are void.

## **9. RELEASE AND INDEMNIFICATION:**

To claim a Prize, all Potential Winners must sign a declaration and release to: (a) confirm acceptance of the Prize and compliance with these Contest Rules; (b) release, discharge and hold harmless the Sponsor, and its respective governors, departments, agencies, directors, officers, employees, agents, licensees, affiliates, related companies, representatives, successors and assigns (collectively, the "Releasees") from and against any and all manner of action, cause of action, claim or demand from any loss, injury, harm, damages, liabilities or costs of any kind whatsoever and howsoever caused, including, without limitation, bodily harm and property damage, due in whole or in part, directly or indirectly, arising out of or in connection with participation in this Contest, any Contest related activity, or from acceptance, possession, use or misuse of any Prize or participation in any Prize related activity; and (c) agrees to fully indemnify the Releasees from any and all manner of action, cause of action, claim or demand on the part of any third party or parties against any loss, injury, harm, damages, liabilities or costs related in any way to the Contest or to the use, acceptance and/or misuse of the Prizes, including, without limitation, death, and personal or property damage or injury.

## **10. GOVERNING LAW:**

These are the official rules (the "Contest Rules"). The Contest is subject to all applicable federal, provincial and municipal laws. Any dispute regarding these Contest Rules shall be governed exclusively by the laws of the Province of Alberta, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Calgary, Alberta.

**11. PRIVACY:**

The Sponsor is committed to protecting the privacy of Contest entrants. Personal information collected from entrants pursuant to these Contest Rules will be collected, used and disclosed in accordance with the Freedom of Information and Protection of Privacy Act (Alberta). It will be collected for the purposes of administering the Contest and, only if consent is given at the time of entry, to provide entrants with information regarding upcoming promotions and/or events from the Sponsor in accordance with Canada's anti-spam legislation. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit the Sponsor's Privacy Policy at [www.ucalgary.ca](http://www.ucalgary.ca).

**12. TERMINATION OR AMENDMENT:**

The Sponsor reserves the right to terminate the Contest or amend the Contest Rules at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel or abridge the Contest during the Contest Period and conduct a random draw from all previously received eligible entries received during the Contest Period.