

## OFFICIAL RULES & REGULATIONS

### "NAME THE BUILDING" COMPETITION

The Contest is intended for residents of the Province of Alberta and is governed by the laws in force in the Province of Alberta. Please do not enter the Contest if you are not a legal resident of Edmonton and have not reached the age of majority at time of entry. In order to enter, participants must indicate that they have read, understood and accept these contest Official Rules. Please read these Official Rules carefully as they contain important terms and conditions relating to the Contest.

#### 1. Defined Terms

- 1.1 "Contest" means the "Name the Building" contest hosted by Canterbury Foundation located at 8403 142 St NW, Edmonton, AB T5R 4L3.
- 1.2 "Contest Closing Date" means 11:59 pm MST October 30, 2020.
- 1.3 "Contest Period" means the duration of time between the Contest Start Date and the Contest Closing Date.
- 1.4 "Contest Start Date" means 12:01 am MST October 16, 2020.
- 1.5 "Entry Limit" means one entry per household per day.
- 1.6 "Immediate Family" means members living in the same household.
- 1.7 "Jurisdiction" means Alberta, Canada.
- 1.8 "Official Rules" means the contest rules as outlined in this document.
- 1.9 "Prize" means a Starbucks gift card valued at fifty (\$50) dollars.
- 1.10 "Releasees" means the Sponsor, its affiliated and related companies (including but not limited to Participating Stores), business partners, advertising and promotional agencies, Prize suppliers, and each of their respective directors, officers, employees, agents, representatives, successors and assigns and all others associated with the Contest.
- 1.11 "Release Form" means a declaration and publicity release form.
- 1.12 "Selection Date" means November 24, 2020.
- 1.13 "Selected Entrant" means an entrant selected by the Sponsor.
- 1.14 "Sponsor" means Canterbury Foundation.
- 1.15 "Winner" means the winner of the Prize

## **2. Eligibility**

- 2.1 To enter and be eligible to win a prize in the Contest, a person must be a resident of Alberta and the age of majority in Alberta (18 years of age or older) as of the Contest Start Date.
- 2.2 There is no purchase required to enter the Contest.
- 2.3 Residents who reside in places outside of Alberta, including the provinces of Alberta, Saskatchewan, Manitoba, British Columbia, Ontario, Quebec, New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island, and the territories of Northwest Territories, Yukon and Nunavut, are not eligible to enter the Contest.
- 2.4 The Sponsor's employees and the Sponsor's Board of Director as well as the immediate family and those domiciled with the Sponsor's employees or Board of Directors are not eligible to participate in the Contest or win prizes in the Contest.
- 2.5 The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof will result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

## **3. Contest Period**

- 3.1 The Contest commences at the Contest Start Date and ends at the Contest Closing Date. All entries must be received prior to 11:59 p.m. MST on the Contest Closing Date.
- 3.2 The Sponsor's computer system is used to govern all computer and time-related aspects of the Contest and is the official time-keeping device for the Contest.

## **4. How to Enter**

- 4.1 To enter the contest:
  - (a) Complete and submit the entry form and submit it at the ballot boxes located in the reception area of the Sponsor's location; OR
  - (b) Complete and submit the entry form located at <https://www.canterburyfoundation.com/about/name-our-new-building-canterbury/>
- 4.2 Limitations of Entries
  - (a) Entries must be submitted through the entry methods mentioned at section 4.1 of the Official Rules.
  - (b) The Entry Limit applies. Any person who has entered more than the Entry Limit will be disqualified and all entries received from such person will be disqualified.

- (c) All entries become the sole property of the Sponsor and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as the potential winner.
- (d) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Official Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line services provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide the Sponsor with proof that they are the authorized account holder of the e-mail address associated with their entry.

**5. Prize**

- 5.1 There is one (1) Prize available to be won by the Winner.
- 5.2 The Sponsor will not be held responsible in any manner whatsoever should the Selected Entrant not be satisfied in any way with the Prize.
- 5.3 The Prize must be accepted as awarded without substitution, is not transferable or for resale, and has no cash surrender value.
- 5.4 The Sponsor reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute a prize for equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- 5.5 The Sponsor will not be held liable for any injury, loss or damages that could directly or indirectly incur by reason of acceptance of the Prize.

**6. Winner Selection**

- 6.1 On the Selection Date, a Winner will be selected by the Sponsor’s Board of Directors from all eligible entries received during the Contest Periods.
- 6.2 A Selected Entrant will be drawn for each Prize.
- 6.3 Before being declared a Winner, the Selected Entrant shall be required to comply with the Official Rules and sign and return the Release (described below).
- 6.4 THE SELECTED ENTRANT WILL BE NOTIFIED BY PHONE CALL BY NO LATER THAN NOVEMBER 30, 2020 AND MUST RESPOND WITHIN SEVEN (7) BUSINESS DAYS OF NOTIFICATION. Upon notification, the Selected Entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Official Rules and/or the notification. If the Selected Entrant does not respond accordingly, he/she will be disqualified and will not receive the Prize and another entrant may be selected in the Sponsor’s sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification, or failure for any reason whatsoever for the Sponsor to receive a Selected Entrant’s response.

- 6.5 If the Sponsor is unable, despite reasonable efforts, to contact any of the Selected Entrants within seven (7) business days of the Selection Date, the Selected Entrant's entry will be disqualified and another entrant will be randomly selected from the remaining eligible entries using the process described at section 6.1 to 6.5 of the Official Rules. The draw process will be repeated until such time as contact is made with a Selected Entrant or there are no more eligible entrants.

## 7. Release Form

- 7.1 Prior to being declared the Winner and receiving the Prize, the Selected Entrant will be required to sign a Release Form within seven (7) days of notification or the verification as a Winner, or the Selected Entrant will be disqualified and the Prize will be forfeited.
- 7.2 By completing and returning the Release Form, the Winner confirms compliance with the Official Rules , accepts their Prize as awarded, without substitution, releases the Releasees (as specified more fully below) from all liability relating to the Contest and/or to the Prize, and consents to the use of his/her name, address (city and province) and/or photographs, without additional compensation or notice, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest.
- 7.3 The Selected Entrant may be required, at the Sponsor's sole discretion, to provide the Release Form and any other reasonable information or documents.
- 7.4 The Selected Entrant agrees to cooperate in any investigations by the Sponsor to confirm his/her eligibility and to help ensure that the use of such potential winners information in advertising or publicity for the Contest will not bring the Sponsor into public disrepute, contempt, scandal, ridicule or reflect unfavourably on the Contest or the Sponsor as determined by the Sponsor in its sole discretion.
- 7.5 Upon receipt of the completed Release Form, the Sponsor or a designated agent will be in contact with the winner within seven (7) days.

## 8. General

- 8.1 By entering the Contest, entrants agree to read, abide and be bound by these Official Rules , including all eligibility requirements and by the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to the Contest. Entrants who have not complied with the Official Rules will be disqualified.
- 8.2 This Contest is subject to all applicable federal, provincial and municipal laws.
- 8.3 A copy of these Official Rules will be located at the reception area of the Sponsor's location and posted on the Sponsor's website.
- 8.4 All entrants acknowledge and agree that the Sponsor shall have no obligation to post, display or otherwise use any entry submitted by the entrants in this Contest, including the winning entry, and may, in its sole and unfettered discretion edit or modify or any entry submitted in this Contest when ultimately selecting the name of the Sponsor's new building.
- 8.5 By entering the Contest and, if applicable, completing the Release Form, the entrant agrees to release and hold harmless the Sponsor, their employees, directors, officers, suppliers, agents, sponsors, administrators, representatives, advertising, media and promotional agencies (collectively the "**Releasees**") from and against any and all manner of action, causes of action,

suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract, and fundamental breach and liability for physical injury, death, or property damage which an entrant or his/her administrators, heirs, successors, or assigns might have or could have, by reason of or arising out of (a) the entrant's participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of the Prize; or (c) any breach of the Official Rules . Each entrant agrees to fully indemnify the Releasees from any and all claims made by third parties relating to the entrant's participation in the Contest, without limitation.

- 8.6 The Sponsor reserves the right to cancel, terminate, modify, or suspend in whole or in part this Contest 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 example as a result of tampering or infection by a computer virus, the Sponsor reserves the right to cancel the Contest and conduct a draw from all previously received eligible entries.
- 8.7 The Sponsor reserves the right to disqualify any entrant in the event of fraudulent Contest entry or other violation of these Official Rules . Entry forms are subject to verification and void if obtained illegitimately, or if altered, mutilated, forged, tampered with, or irregular in any way.
- 8.8 The Sponsor does not assume any responsibility and is not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with the Official Rules ; (ii) any loss, damage, or claims caused by the Prize or the Contest itself; or (iii) any failure of any website during the Contest Period, including any problems, human or technical errors, printing or typographical errors, lost, delayed or garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines or networks, technical malfunctions of any computer online systems, computer equipment, servers, access providers, software, failure of any e-mail or entry to be received on account of technical problems 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 relating to or resulting from downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest.
- 8.9 The Sponsor does not assume any responsibility and is not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in an entrant's mailbox to receive e-mail messages, or for late, lost, illegible, incomplete, falsified, damaged, misdirected, mutilated, garbled, or incomplete entries, which will be void.
- 8.10 Entry materials/data that have been tampered with or altered are void.
- 8.11 CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION, AND TO DISQUALIFY AN ENTRANT FROM THE CONTEST OR ANY OTHER PROMOTION CONDUCTED BY THE SPONSOR NOW OR IN THE FUTURE. In the event it is determined that an entrant has entered the Contest in a manner contrary to the Official Rules and/or has submitted more than the number of entries permitted by the Official Rules , the entrant and all of the entries submitted by the entrant will be disqualified.

- 8.12 In no event will the Sponsor be responsible or liable for more than the stated number of Prize described in the Official Rules .
- 8.13 By entering this Contest, entrants consent to the use of their name and address (city and province) by the Sponsor for the purposes stated herein, No correspondence will be entered into except with the Selected Entrants.
- 8.14 The Contest is subject to all applicable laws. The Contest is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules , or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the Province of Alberta applicable therein, without regard to conflicts of law principles.
- 8.15 The approximate retail value of the Prize as stated by the Sponsor is subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the approximate retail value as stated by the Sponsor and the date the Prize is awarded or redeemed. If, at the time a Prize is redeemed or awarded, the actual prevailing retail purchase price for the Prize is less than the approximate retail value stated by the Sponsor, the Selected Entrant will not be entitled to a cheque or cash for the price difference.
- 8.16 In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest entry form, and/or print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

## **9. Privacy**

- 9.1 The Sponsor respects each entrant's right to privacy. By entering the Contest and voluntarily providing personal information, entrants consent and agree to the Sponsor's collection and use of entrants' personal information for the administration of the Contest in accordance with the applicable privacy policies of the Sponsor.
- 9.2 The personal information collected for the purpose of this contest is not sold, rented or loaned to any third parties.
- 9.3 The Sponsor will use the information collected to: administer the Contest; to send you email offers and communications from Canterbury Foundation which includes notices of special events and to promote draws and contest similar to the Contest. If you no longer wish to receive emails from Canterbury Foundation you may click the unsubscribe link that appears at the bottom of every email.
- 9.4 By completing and submitting a Contest entry form, entrants consent to the collection use and disclosure personal information for the purposes stated herein.

## **10. Intellectual Property**

- 10.1 By participating in the Contest, entrant agrees that all of Sponsor's and any third party's intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations used in relation to this Contest are owned by the Sponsor or the relevant third

party, and no right or licence in or to any such intellectual property is granted to the entrant as a result of his or her participation in the Contest or otherwise.

10.2 All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.