



**OFFICIAL RULES AND REGULATIONS OF
THE 2023-24 GUEST RESEARCH WINSPORT WINTER
SURVEY CONTEST
NO PURCHASE OR MONETARY CONSIDERATION
NECESSARY TO ENTER OR WIN**

The **Guest Research WinSport Winter Survey** Contest (the “Contest”) is provided by the Calgary Olympic Development Association, operating as WinSport (“WinSport”).

1. **Agreement:** These Rules and Regulations are governed by WinSport. NO PURCHASE IS NECESSARY TO ENTER the Contest. The act of entering the Contest constitutes acceptance of these Contest Rules and Regulations (the “Contest Rules”).
2. **Contest Period:** The Contest begins at 12:01 am MST on **November 24, 2023** and ends at 11:59 pm MDT on **April 15, 2024 (the “Contest Period”)**. The Winner will be determined following the Contest Period.
3. **Eligibility:** The Contest is open to **residents of Canada (excluding residents of the province of Quebec) who have reached the age of majority in their province or territory of residence prior to submitting an Eligible Entry to the Contest** (“Eligible Participant”). WinSport employees, employees’ immediate family members and anyone living with any WinSport employee are not eligible to enter the Contest. “Immediate family” means spouses, common law partners, parents, children, siblings, and their respective spouses, regardless of whether they reside in the same household.
4. **Entry:** Eligible Participants can enter the Contest by:
 - a) **Completing the Guest Service WinSport Winter Survey the Eligible Participant has been personally asked by WinSport to complete:** Provide a complete response to all questions in the **Guest Research WinSport Winter Survey**, the link to which is sent via email by WinSport personally to the Eligible Participant with respect to such individual’s experience at WinSport’s facilities (the “Survey”) and successfully submit the completed Survey online as per the email. One (1) Eligible Entry per completed Survey;

OR

- b) **Mail-In Entry:** Eligible Participants can enter the Contest by mailing a seventy-five (75) word essay, in English, about a positive outdoor winter experience (an “Essay”) along with their name, address, e-mail address and telephone number to the following address:

88 Canada Olympic Road SW
Calgary, Alberta
T3B 5R5

Attention: Guest Services - Guest Research WinSport Winter Survey Contest Entry

Only one (1) Essay entry per envelope is permitted to a maximum of six (6) unique Essays per Eligible Participant during the Contest Period (each in a separate envelope). Mail-in entries must be received by WinSport before 11:59 pm MDT on April 15, 2024. WinSport takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late, misplaced, or destroyed mail-in entries. Essays that are not an original creation of the person submitting it, or which are illegal, defamatory, or in any way obscene, all as determined solely by WinSport, will be disqualified.



5. **Eligible Entries:** To be considered an Eligible Entry, the entry must be submitted and received in accordance with these Rules during the Contest Period and must comply with all requirements of these Rules. Incomplete Surveys and Essays will not constitute a valid entry to the Contest.

All entries are subject to verification by WinSport and may be disqualified if they are received outside of the Contest Period, are incomplete, illegible, irregular, submitted through illicit means or if they contain any false statements, or do not conform to or satisfy the conditions of these Contest Rules.

By entering the Contest, each Eligible Participant agrees that their Eligible Entry complies with the Content Requirements, as defined below, and that WinSport may choose to disqualify an Eligible Participant from the Contest if it believes, in its sole discretion, that the Eligible Entry fails to comply with the following requirements (collectively, the “**Content Requirements**”):

- a) The Essay must not be illegal, defamatory, hateful, or in any way obscene, or disparage WinSport or any other person or party;
- b) The Essay must not contain material that is unlawful, in violation of or contrary to the laws or regulations of any jurisdiction where they are created, or that violates or infringes any third-party rights, including but not limited to copyright, trademark, privacy, publicity, or any other intellectual property rights;
- c) The Essay must be the original work of the Eligible Participant who submits the Essay; and
- d) The Essay must not be inconsistent with WinSport’s image and values or contrary to the purpose of the Contest.

By entering, each Eligible Participant warrants and represents the following with respect to their Essay: (i) Eligible Participant is the sole and exclusive owner of all content forming part of the Essay; (ii) Eligible Participant did not use artificial intelligence to create or assist in the creation of the Essay; (iii) the Essay is an original creation of the Eligible Participant; and (iv) the Essay will not infringe on any rights of any third parties.

6. **Prize:** There is one (1) grand prize to be won (the “**Prize**”). The Prize is a WinSport Family Standard Access Winter Hill Season Pass – valid for Winter 2024-25. The WinSport Family Standard Access Winter Hill Season Pass which consists of one adult standard access pass for the winner, and standard access passes for up to one (1) additional adult (18+) and up to three (3) dependent children all of whom must be residing in the same household as the winner. The Prize is valued at approximately **\$750-\$1730**. The Winner agrees to accept the Prize as offered and as-is. The Prize is not transferable or convertible into cash. The issuance and use of the WinSport Family Standard Access Winter Hill Season Pass, and each pass issued therewith, is subject to WinSport’s standard terms and conditions for such passes, including without limitation the Waiver requirement set out in Paragraph 7.
7. **WinSport Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement (the “Waiver”):** The award of the Prize is conditional on the execution of the Waiver, without amendment, by the Prize winner and their family members (or their parent/legal guardian in the event of a minor) who are going to be awarded a WinSport Standard Access Winter Hill Pass as part of the Prize. The Waivers must be completed by the deadline set out in Paragraph 10. The waiver can be viewed at <https://www.winsport.ca/assets/PDFs/Waivers/2023/Ski-and-Snowboard-Waiver-Standard-Access-2023-2024-Web-Specimen.pdf>
8. **Prize Draw:** A random draw from all Eligible Entries received from Eligible Participants during the Contest Period to select the winner of the Prize will be held on April 18, 2024.
9. **Odds:** The odds of winning the Contest will depend on the number of Eligible Participants that enter the Contest during the Contest Period. The Winner must answer a skill-testing question before claiming the Prize.



10. **Claiming of Prize:** In order to be declared a winner and be able to claim their Prize, an Eligible Participant selected as per the Contest Rules will be contacted by telephone, email, direct message or other form of notification sent to the contact information accompanying the account or means used to submit the Eligible Entry and will be instructed on how to claim the Prize by WinSport or one of its representatives, shortly following the draw. The Eligible Participant must confirm acceptance as a selected Eligible Participant within five (5) calendar days of contact. Each potential Prize winner is solely responsible for ensuring their accounts and devices are set such that they are able to receive such notification messages from WinSport and for checking for any communication from WinSport and for claiming their Prize in the allotted time period.

If the selected Eligible Participant does not confirm acceptance within five (5) calendar days of contact, the Eligible Participant will be automatically disqualified and forfeit all rights to the Prize. At its discretion, WinSport may select another Eligible Participant from the Eligible Entries by way of random draw.

Before being declared a Prize winner, each selected Eligible Participant will be required to successfully answer a time-limited four step, two-to-three number mathematical skill-testing question and must sign and return a confirmation of eligibility and compliance with the Contest Rules, a publicity/liability release, all required Waivers, and any other requested documents within the time period stipulated in the documents, (collectively the "Contest Documents"). All Contest Documents and Waivers must be signed, without amendment, and returned to WinSport in the manner specified in the document (electronically or at the Guest Services counter located in the Day Lodge located at Canda Olympic Park in Calgary, Alberta) by **May 15, 2024 at 5 pm**.

Failure to comply with the deadlines for signing and returning the Contest Documents and Waivers will result in forfeiture of all rights to the Prize and selection of an alternative winner at WinSport's sole discretion. Acceptance of a Prize constitutes permission for WinSport and its agencies to use the Winner's name and/or likeness, biographical information, and/or entry for advertising and promotional purposes without additional compensation, unless prohibited by law.

11. **Privacy:** An Eligible Participant's personal contact information is used to administer the Contest, including contacting, announcing and promoting the Winner. The Contest is run in compliance with WinSport's Privacy Policy which can be found on the WinSport website at <https://www.winsport.ca/about-us/policies/privacy/>.
12. **Website Problems and Disputes:** WinSport assumes no responsibility for failure of any internet connection or connection to any server or proxy server during the Contest, or any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, application failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an Eligible Participant's or any other person's computer related to or resulting from playing or downloading any material in the Contest. WinSport reserves the right to cancel or suspend the online 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 website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, WinSport reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
13. **Prohibitions:** WinSport may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the Contest Rules. Such abuse includes entering false information and spamming. Any person deemed to have entered profane, discriminatory, vulgar, illicit, or otherwise offensive material will be banned. Any Eligible Participant who violates any part of the Contest Rules will be banned from the Contest. Any Winner who violates any part of the Contest Rules may have the Prize withheld at WinSport's sole discretion.



14. **Release:** Each Eligible Participant hereby releases WinSport and its employees, personnel, instructors, agents, officers, directors, volunteers, guides, instructors, independent contractors, sub-contractors, insurers, sponsors, successors, assigns, suppliers, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest including, but not limited to, participation in any Contest-related activity or the acceptance, use, misuse, or nonuse of any Prize, including but not limited to costs, losses, personal injury, death, losses related to personal injury, damage to or loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom. Each Winner grants WinSport the unrestricted right, in WinSport’s discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Winners’ name, photograph, likeness, voice, video footage and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion thereof.

If WinSport determines, at its sole discretion, that any entry compromises the integrity of the Contest, WinSport reserves the right to disqualify the entry at issue. WinSport further reserves the right, at its sole discretion, to disqualify any individual from the Contest, and/or to revoke, rescind, withhold or otherwise limit or restrict the Prize awarded to a winner, and/or to ban the individual from any future WinSport contests who it believes to be: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of the Contest Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; (iii) involved in any situation or acting in any way that brings them into public disrepute, contempt, scandal, or ridicule, or which shocks, insults, or offends the community or any group or class thereof, or to offend public morals and decency, or which reflects unfavourably upon WinSport or its directors, officers, employees, agents, representatives, successors and assigns, or its products or services, as determined in the reasonable discretion of WinSport.

15. **Indemnification by Eligible Participant:** By entering the Contest, the Eligible Participant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Eligible Participant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use, misuse, or nonuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The Eligible Participant agrees to fully indemnify the Releasees from any and all claims by third parties relating to the Contest or the use, misuse, or nonuse of the Prize, without limitation.
16. **Limitation of Liability:** WinSport assumes no responsibility or liability for lost, late, unintelligible or illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. WinSport is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error that may occur in the administration of the Contest. WinSport assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Eligible Participants assume liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize.
17. **Privacy/Use of Personal Information:** By participating in the Contest, each Eligible Participant: (i) grants WinSport the right to use their name, mailing address, telephone number, and e-mail address (“Personal Information”) for the purpose of administering the Contest, including but not limited to contacting, announcing, or promoting the Winners; and (ii) acknowledges that WinSport may disclose their Personal Information to third-party agents and service providers of WinSport in connection with any of the activities listed above. WinSport will use the Eligible Participant’s Personal Information only for identified purposes and protect the Eligible Participant’s Personal Information in a manner that is



consistent with the *Personal Information Protection Act* of Alberta.

18. **Intellectual Property:** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by WinSport and its affiliates. 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.
19. **Termination:** If the Contest is not capable of running as planned for any reason, including tampering, unauthorized intervention, fraud, technical failures, or any other reason, WinSport reserves the right, in its sole discretion, to terminate or suspend the Contest, in whole or in part, and/or modify, or amend the Contest, and/or these Rules in any way, at any time, for any reason, without prior notice and without any further obligations to Eligible Participants.
20. **Law:** These are the official rules of the Contest. The Contest is subject to applicable federal, provincial, and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over WinSport. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules or the rights and obligations as between the Eligible Participant and WinSport in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Alberta including procedural provisions 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. Any disputes relating to this Contest will be within the exclusive jurisdiction of the Courts of the Province of Alberta.
21. **Language Discrepancy:** 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 the Survey, the Ballot or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern, and control.
22. **Other:** Contests are governed by the laws of Alberta and the laws of Canada applicable therein. WinSport reserves the right to cancel or modify the Contest or the Contest Rules at any time without notice. All Prizes must be accepted as awarded, are non-transferable and are not convertible to cash. WinSport reserves the right to substitute any Prize or portion of the Prize with a prize of equal or greater value. All Prizes are awarded as-is and no warranties or guarantees are implied or expressed, beyond the standard manufacturer's warranty (if any). WinSport is not liable for any lost or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this Contest, including technical failures on the part of contest software, virus, website down-time, human error or property damage incurred by any Eligible Participant.