



OFFICIAL RULES OF THE 2022-23 WINSPORT WINTER SURVEY CONTEST

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 “Rules”).
2. **Entry:** To enter the Contest, an individual (the “Entrant”) must:
 - a) Provide a complete response to all questions of the online **WinSport Winter Survey** (the “Survey”) and successfully submit online the completed Survey as per the email

OR

- b) Write to ***marketing@winsport.ca*** and request a contest ballot (the “Ballot”) for the WinSport Winter Survey Prize Draw Contest. Upon receipt of the Ballot, the Entrant must complete the Ballot and submit the completed Ballot to ***marketing@winsport.ca***

Each Entrant may only enter the Contest once. Incomplete Surveys and Ballots will not constitute a valid entry to the Contest

3. **Eligibility:** The Contest is open to ***residents of Canada (excluding residents of Quebec)***. WinSport employees, employees’ immediate family members and anyone living with any WinSport employee are not eligible to enter the Contest. “Immediate family” means spouses, parents, children, siblings and their respective spouses, regardless of whether they reside in the same household.
4. **Prize: One (1)** Entrant will be randomly selected in a draw and declared the Contest winner (the “Winner”). WinSport will contact each Winner at the contact information provided by such Winner. Each Winner will be awarded a prize (the “Prize”) in Calgary, Alberta. There one (1) Prize available. No Winner may win more than one Prize. Each Prize is a WinSport family Winter hill season pass – valid for Winter 2023-24. Each Prize is valued at approximately **\$1729**. Winners agree to accept the Prize as offered and as-is. Winners must claim their Prize by **November 25, 2023** or the Winner will forfeit his or her Prize and another Winner will be randomly selected. Each Winner will be solely responsible for checking for any communication from WinSport and for claiming their Prize in the allotted time period.
5. **Documentation:** In the event a Prize is any WinSport activity or pass that requires a signed Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement, or any other waiver or release of liability (each, a “Waiver” or collectively “Waivers”), the Prize will be conditional on execution of such Waiver or Waivers, without amendment, by a Winner or their parent or legal guardian. Before being awarded a Prize, a potential Winner must sign and return a confirmation of eligibility and compliance with the Contest Rules, a publicity/liability release, any Waiver or 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 at its Guest Services counter located in the Frank King Day Lodge by **June 30, 2023 at 5 pm**. Failure to comply with the deadlines for signing and returning the Contest Documents and Waivers may result in forfeiture of 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 winner’s



name and/or likeness, biographical information, and/or entry for advertising and promotional purposes without additional compensation, unless prohibited by law.

6. **Award of Prize to Minor:** If the potential winner is a minor (person under the age of 18), the Prize will be lawfully delivered on behalf of the minor to the minor's parent or legal guardian and the parent or legal guardian will be required to sign the Contest Documents, including any Waivers, on behalf of the potential winner, prior to the release of the Prize.
7. **Contest Period:** The Contest begins at 12:01am MST on **December 1, 2022** and ends when the survey period closes on **April 15, 2023 (the "Contest Period")**. Winners will be determined following the Contest Period.
8. **Odds:** The odds of winning the Contest will depend on the number of Entrants that enter the Contest during the Contest Period. The Winner must answer a skill-testing question before claiming his or her Prize.
9. **Skill Testing Question:** All Winners will be required to correctly answer the following skill-testing question (the "Skill-Testing Question") before claiming their Prize:

$$\frac{((4 \times 6) + (15 - 6))}{2}$$

The Skill-Testing Question may be answered at any time before the Winner claims his or her Prize.

10. **Privacy:** Entrants' personal contact information is used to administer the Contest, including contacting, announcing and promoting the Winners. 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/>
- 11.
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 Entrant'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 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 Entrant who violates any part of these Rules will be banned from the Contest. Any Winner who violates any part of these Rules may have his or her Prize withheld at WinSport's sole discretion.
14. **Release:** Each Entrant 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.

15. **Indemnification by Entrant:** By entering the Contest, the Entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Entrant 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 Rules, or in any Prize-related activity. The Entrant 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 which 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. Entrants 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 Entrant: (i) grants WinSport the right to use his/her 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 his/her Personal Information to third-party agents and service providers of WinSport in connection with any of the activities listed above. WinSport will use the Entrant's Personal Information only for identified purposes and protect the Entrant'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:** WinSport reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or these Rules in any way, at any time, for any reason, without prior notice.
20. **Law:** These are the official rules of the Contest. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The 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 Entrant 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 these 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 Entrant.