

OFFICIAL RULES OF THE LEGACY GALA ITALY TRIP DRAW

The Legacy Gala Italy Trip Draw (the “Draw”) is provided by the Calgary Olympic Development Association, operating as WinSport (“WinSport”).

1. **Agreement:** These Rules and Regulations are governed by WinSport. The act of entering the Draw constitutes acceptance of these Draw Rules (the “Rules”).
2. **Entry:** To enter the Draw, an individual (the “Entrant”) must exchange his/her ticket to the WinSport Legacy Gala on April 14, 2016 (the “Event”) for a ticket to the Draw. Entrants may exchange their Event ticket for a Draw ticket with designated WinSport employees or Event volunteers, located at the entrance of the Markin MacPhail Centre at Canada Olympic Park (the “Venue”).
3. **Eligibility:** The Draw is open to all Event ticket-holders who attend the Event. Individuals under the age of eighteen (18) are not eligible to be entered into the Draw.
4. **Prize:** One (1) Entrant’s ticket will be randomly selected in a draw and declared the Draw winner (the “Winner”). The Winner will be awarded a prize (the “Prize”). There is one (1) Prize available. The Prize is a trip for two (2) to Italy that includes a \$2400 travel voucher for flights, six (6) nights’ stay, planned meals, wine tours, tastings, and cooking classes, as well as tour transportation and scheduled transfers from and to the Siena train station. The Prize trip will take place in May 2017, the exact dates of which will be determined by Willow Park Wines and Spirits. The Prize is valued at approximately \$12,000. The Winner agrees to accept the Prize as offered and as-is.
5. **Draw:** The draw will take place on-stage in Arena A at the Venue, during the Event, between 9:00pm and 10:00pm. During the draw, designated attendants will randomly select and announce the winning ticket number, on-stage. The Winner must present the ticket with the corresponding winning ticket number to the on-stage attendants conducting the draw. If the Winner does not claim the Prize by approaching the stage within a few moments of the announcement of the winning ticket number, as reasonably determined by the on-stage attendants, the Winner will be re-drawn. This process will continue until the Winner is determined and the Prize is claimed.
6. **Odds:** The odds of winning the Draw will depend on the number of Entrants that enter the Draw. Every ticket to the Draw has an equal chance of winning.
7. **Privacy:** The Draw is run in compliance with WinSport’s Privacy Policy which can be found on the WinSport website at https://www.winsport.ca/cop/store/privacy_policy.cfm.
8. **Prohibitions:** WinSport may, in its sole discretion, prohibit any person from entering any Draw that 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 Draw. Any Winner who violates any part of these Rules may have his or her Prize withheld at WinSport’s sole discretion.
9. **Release:** Each Winner hereby releases WinSport and its affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, 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 Draw including, but not limited to, participation in any Draw-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, 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.

10. **Indemnification by Entrant:** By entering the Draw, 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 or misuse of any Prize, participation in the Draw, any breach of the Rules, or in any Prize-related activity. The Entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Draw, without limitation.
11. **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 Draw or by any technical or human error which may occur in the administration of the Draw. 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 Draw, or by the acceptance, possession, use of, or failure to receive any Prize.
12. **Privacy/Use of Personal Information:** By participating in the Draw, 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 Draw, including but not limited to contacting and/or announcing 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*.
13. **Intellectual Property:** All intellectual property, including but not limited to trade-marks, 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.
14. **Termination:** WinSport reserves the right, in its sole discretion, to terminate the Draw, in whole or in part, and/or modify, amend or suspend the Draw, and/or these Rules in any way, at any time, for any reason without prior notice.
15. **Law:** These are the official rules of the Draw. The Draw 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 Draw 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.
16. **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 Draw-related materials, including but not limited to any ticket or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.



17. **Other:** 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. 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 Draw, including technical failures on the part of Draw software, virus, website down-time, human error or property damage incurred by any Entrant.