



OFFICIAL RULES AND REGULATIONS OF WINSPORT'S SNOWBOARD "RAIL JAM" CONTEST – MALE DIVISION

WinSport's Snowboard Rail Jam Contest – Male Division (the "Contest") 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 Contest constitutes acceptance of these Contest Rules and Regulations (the "Rules").
2. **Entry:** Individuals (each an "Entrant") who meet the eligibility criteria set out below will be automatically entered into the Contest by registering for and completing at least one (1) run in WinSport's Snowboard "Rail Jam" event on April 7, 2018 (the "Event"). Entrants may opt out of entering the Contest at any time before a Winner is selected by notifying WinSport staff at the registration booth for the event.
3. **Eligibility:** One entry per person. The Contest is open to any male individual except WinSport employees, employees' immediate family members and anyone living with any WinSport employee. "Immediate family" means spouses, parents, children, siblings and their respective spouses, regardless of whether they reside in the same household. The Contest is not open to any female individual.
4. **Skill Contest:** The Contest is a skill competition. WinSport will utilize four (4) contest judges (the "Contest Judges") who will judge Entrants on their runs in the Event based on industry standard judging criteria and weighting for competitions involving rails, boxes and other features. The Contest Judges will declare three (3) Entrants as the first, second and third place finishers in the Event. If the number of Entrants is less than three (3), then the Contest Judges will only declare placements for the number of Entrants (e.g. if there are only two Entrants, then there will be no third place finisher).
5. **Prize:** There are three (3) prizes (each a "Prize") available: the first place finisher in the Event will receive a \$500 cash prize and a season pass to WinSport's Canada Olympic Park (approx. value \$549); the second place finisher in the Event will receive a \$250 cash prize; and the third place finisher in the Event will receive a \$100 cash prize (each such person being a "Winner"). Each Winner agrees to accept his Prize as-offered and as-is. Each Winner must claim his Prize by April 20, 2018 at 4:30 p.m. If any Winner does not collect his Prize by that time, that Winner will forfeit his Prize. If any Winner opts out of this Contest, then the Prize corresponding to that Winner's placement will not be awarded to any person (e.g. if the second place finisher opts out of this Contest, the second place \$100 cash prize will not be awarded).
6. **Documentation:** Before being awarded a Prize, a potential Winner of must sign and return a confirmation of eligibility and compliance with the Contest Rules, a publicity/liability release, and any other requested documents within the time period stipulated in the documents (collectively the "Contest Documents"). All Contest Documents must be signed, without amendment, and returned to WinSport at its Guest Services counter located in the Frank King Day Lodge by 4:30 p.m. on April 20, 2018. Failure to comply with the deadlines for signing and returned the Contest Documents may result in forfeiture of a 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.
7. **Award of Prize to Minor:** If a Winner is a minor (person under the age of 18), their 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 prior to the release of that Prize.
8. **Privacy:** Entrants' 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 may be updated from time to time.



9. **Technical 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. WinSport reserves the right to cancel or suspend any online portion of this Contest, as applicable, 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.

10. **Prohibitions:** WinSport may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the rules. 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 Prize withheld at WinSport's sole discretion.

11. **Release:** Each Winner hereby releases WinSport and its employees, directors, officers, volunteers, guides, suppliers, agents, sponsors, administrators, licensors/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, 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. 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 that Winner's 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.

12. **Indemnification by Entrant:** By entering the Contest, each Entrant releases and holds 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 Contest, any breach of the Rules, or in any Prize-related activity. Each Entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

13. **Limitation of Liability:** WinSport assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete registrations for the Event, 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 a registration application for the Event. WinSport is not responsible for any incorrect or inaccurate information, whether caused 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 Event and the Contest, or by the acceptance, possession, use of, or failure to receive any Prize.

14. **Privacy/Use of Personal Information:** By participating in the Contest, each Entrant: (i) grants WinSport the right to use his name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; and (ii) acknowledges that WinSport may disclose his 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.

15. **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.

16. **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.

17. **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.

18. **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 Event or Contest entry forms, or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.

19. **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. Non-cash Prizes 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 to the Event or Contest, 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 any Contest software, virus, website down-time, human error or property damage incurred by any Entrant.