



OFFICIAL RULES AND REGULATIONS OF THE WINSPORT OPENING WEEKEND CONTEST

The WinSport Opening Weekend 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 upload a public photo to Instagram and use the hashtag #WinSport2017. Entry content must not be defamatory, trade libelous, pornographic or obscene, and must not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; conduct or other activities in violation of these Rules and Regulations; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by WinSport in its sole and absolute discretion. WinSport reserves the right, in its sole and absolute discretion and at any time, to modify, edit or remove any entry content that violates the terms and conditions set forth in these Rules and Regulations and/or the terms and conditions of use of Instagram, as applicable. Each Entrant acknowledges that Instagram is a photo-sharing application owned by Facebook, Inc., and that entries are subject to Facebook, Inc.'s data policies and terms and conditions for use of Instagram.
- 3. Eligibility:** The Contest is open to all residents of Alberta aged 13 and above. One entry per person. 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. WinSport has complete discretion to refuse and disqualify any entry deemed to be profane, vulgar, discriminatory, illicit, or otherwise offensive.
- 4. Prize:** Three Entrants will be selected at random and declared the Contest winners (the "Winners"). The Winners will each be awarded one prize (each a "Prize"). There are three (3) Prizes available. Each Prize is a Rossignol backpack. The Prizes are valued at \$150 each. Winners agree to accept the Prize as-offered and as-is. The Winner must claim his or her Prize by November 14, 2017 or the Winner will forfeit his or her Prize.
- 5. 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, WinSport's standard Release of Liability, Waiver of Claims and Assumption of Risks and Indemnity Agreement regarding use of its ski hill, 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 November 14, 2017. 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.
- 6. Award of Prize to Minor:** If a potential 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.



7. **Contest Period:** The Contest begins at 12:00pm MST on November 7, 2017 and ends at 12:00am MST on November 12, 2017 (the "Contest Period"). The Winner will be determined following the Contest Period.

8. **Odds:** The odds of winning the Contest depend on the number of entries received during the Contest Period.

9. **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.

10. **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.

11. **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.

12. **Release:** Each Winner hereby releases Facebook, Inc., WinSport and their respective 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 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.

13. **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.

14. **Limitation of Liability:** WinSport assumes no responsibility or liability for lost, late, unintelligible/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.

15. **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 and 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. This promotion is in no way sponsored, endorsed or administered by Facebook, Inc. Participants are providing their information to WinSport, but the provision of any such information through Instagram may be subject to Facebook Inc.'s data policies and any other terms and conditions for the use thereof.

16. **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.

17. **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.

18. **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.

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

20. **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 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 Contest, including technical failures on the part of contest software, virus, website down-time, human error or property damage incurred by any Entrant.