

## **Canoe Procurement Group of Canada – Canoe Photo Contest (the “Contest”)**

**THE CONTEST IS OPEN CANOE PROCUREMENT GROUP OF CANADA MEMBERS, VENDORS, SUPPLIERS, THIRD PARTY CONTRACTORS AND THEIR EMPLOYEES, AGENTS AND CONTRACTORS THAT ARE RESIDING IN CANADA (EXCLUDING QUEBEC) AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ALBERTA**

NO PURCHASE NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THE CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (the “Contest Rules”).

### **CONTEST PERIOD**

1. The Contest begins on August 25, 2021 at 8:30 am Mountain Standard Time (“MDT”) and ends on September 30, 2021 at 11:59 pm MDT (the “Contest Period”)

### **ELIGIBILITY**

2. The Contest is open to Canoe Procurement Group of Canada (“Canoe”) and Rural Municipalities of Alberta’s (collectively the “Sponsor”) members vendors, suppliers, and third party contractors and their employees, agents and contractors that are residing in Canada (excluding Quebec) and who have reached the age of majority in their province or territory of residence at the time of entry. For clarity, employees, contractors and agents of the Sponsor are ineligible for the Contest.

### **HOW TO ENTER**

3. NO PURCHASE NECESSARY. To participate in this Contest you must:
  - a. Submit a contest photo (the “Contest Photo”) through the [submission form on the Canoe website](#) during the Contest Period
4. Your Contest Photo must comply with the following specifications (the “Photo Entry Specifications”):
  - a. be your original creation, and be a photograph taken solely by you. Reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as your original creation;
  - b. not violate the rights of any third party, including, but not limited to copyright. For example, your Contest Photo must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights. For greater certainty, your Contest Photo must not contain trademarks, logos, or trade dress owned by anyone other than the Sponsor, or advertise or promote any brand or product of any kind, without express, written, prior permission of the trademark or brand owner;
  - c. not have been published previously, used commercially, submitted to another competition or contest, or won any other award;

- d. be in “good taste” and in keeping with the Sponsor’s brand image and must not be explicit, offensive, obscene, or profane, and must not be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession, or age group, or promote any activities that may be unsafe or dangerous, as determined by the Sponsor, in its sole and absolute discretion;
  - e. not contain any commercial content that promotes any product or service;
  - f. not defame, misrepresent or contain disparaging remarks about Sponsor or its products;
  - g. not be false, inaccurate or misleading;
  - h. not violate any law or regulation;
  - i. not be libelous, threatening or harassing;
  - j. not instigate others to commit illegal activities or violate human rights; and
  - k. not contain any viruses, worms, or other interfering computer programming.
5. You will receive one (1) entry into the Contest when you:
- a. Meet the requirements of Section 3; and
  - b. Submit a Contest Photo in accordance with the Photo Entry Specification as described in Section 4 above and in accordance with the Contest Rules

#### **USE OF CONTEST PHOTO**

6. BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR CONTEST PHOTO MAY BE POSTED ON TWITTER, FACEBOOK, LINKEDIN, AND/OR SPONSOR’S PROPRIETARY WEBSITE, WHERE IT MAY BE VIEWED, SHARED (BY USERS OF TWITTER AND VARIOUS OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND THE GENERAL PUBLIC.
7. You must warrant that your Contest Photo meets the Photo Entry Specifications, set out above. The Sponsor reserves the right to deem ineligible and exclude from the Contest any Contest Photo that the Sponsor, in its sole and absolute discretion, determines does not meet the Photo Entry Specifications. Your right to submit a Contest Photo must not be restricted in any way. You must be able to provide legal releases for use of your Contest Photo by the Sponsor in any format, and materials related to the Contest, including in relation to any third party’s name, likenesses or work ("Third Party Elements") included in your Contest Photo.
8. You acknowledge that your Contest Photo may appear in other electronic and print materials related to the Contest, including promotional materials. By submitting a Contest Photo, you irrevocably, perpetually, and without limitation, grant the Sponsor the right to use, publish, adapt, sub-license, edit, dispose of, and/or modify such Contest Photo and the concepts and Third Party Elements embodied therein in any way, in commerce, and in any and all media worldwide in electronic and print materials related to the Contest, and waive all your rights, including moral rights, in the Contest Photo, without notice or compensation, and agree that you may be required to sign a release to that effect

#### **WINNER SELECTIONS**

9. On October 8, 2021, in Edmonton, Alberta, at approximately 12:00 pm, a judging committee comprised of approximately four (4) Rural Municipality of Alberta employees will review all valid entries received during the Contest Period and will select four (4) entries to win a prize. For clarity, an eligible entrant can only be declared a winner for one (1) prize. The odds of winning depend on the number of eligible entries received. All decisions are in the sole and absolute

discretion of the Sponsor. The Sponsor further reserves the right to cancel or modify the Contest if an insufficient number of entries are received.

10. Before being declared a winner, the selected entrant will be contacted through the contract information provided when submitting the Contest Photo and, notified that they are eligible to win. The selected entrant must first correctly answer a time-limited mathematical skill-testing question to be administered by telephone. The Sponsor will then email, and the selected entrant will be required to sign and return within one (1) business day of notification a declaration of eligibility and a liability/publicity release, which:
  - a. confirms compliance with the contest rules;
  - b. releases, indemnifies and holds harmless the Sponsor, its affiliated companies and agents, advertising and promotion agencies, the contest judges and each of their respective officers, directors, agents, representatives, successors and assigns from any liability in connection with the Contest, the entrant's participation therein and/or the awarding and use or misuse of the prize or any portion thereof; and
  - c. grants to the Sponsor the right to use the selected entrant's Contest Photo, name and likeness in any form of advertising relating to the contest without further notice or compensation.

If a selected entrant: (i) cannot be contacted within one (1) business day of selection to provide their contact information or there is a return of any prior notification as undeliverable; (ii) fails to correctly answer the skill-testing question; or (iii) fails to return the contest documents within the specified time, they will be disqualified and will forfeit the prize, and the Sponsor reserves the right to select an alternate entrant from among the remaining eligible entries.

## **PRIZES**

11. There will be four (4) \$250 WestJet gift cards available to be won.

Prizes must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right to substitute a prize or a prize component with one of equal or greater value, including without limitation, but solely in the Sponsor's discretion, a cash award. Prizes will only be awarded to the person who is the owner of the Account.

## **GENERAL**

12. By entering the Contest, each entrant agrees to abide by these Contest Rules. This Contest is subject to all applicable federal, provincial, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.
13. Sponsor reserves the right to cancel, suspend, withdraw or amend this Contest in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be

made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

14. All entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine(s).
15. Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these rules will be judged void. All Entries become the property of Sponsor upon receipt and none will be returned. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.
16. Without limitation, the Sponsor, its advertising and promotion agencies, and the Contest judges will not be liable for any failure of the website during the Contest; for an technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Sponsor, its advertising and promotion agencies or the Contest judges for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. Further, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any injury or damage to an entrant’s or any other person’s computer related to or resulting from participating or downloading any material in the Contest.
17. In the event of a dispute, Entries will be deemed to have submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected entry. The sole determinant of the time for the purposes of a valid online entry in this Contest will be the Contest server machine(s).
18. By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing, and using the personal information submitted with their entry

only for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy unless the entrant otherwise agrees to receive further communications from Sponsor.