

SAIT's Spot a Trojan Social Media Contest Rules & Regulations

The rules and regulations below govern the Board of Governors of the Southern Alberta Institute of Technology's ("SAIT") SAIT Spot a Trojan Social Media contest ("**Contest**").

Rules are binding

Subject to applicable laws, these rules and regulations (the "Rules") govern all aspects of the Contest and are binding upon all entrants. In the event of any inconsistency between the Rules and the conditions and explanations appearing in any other documents, the Rules shall take precedence. This Contest is void where prohibited by law and is subject to all federal, provincial and municipal laws and regulations. This Contest is subject to the laws of the Province of Alberta and the federal laws of Canada applicable herein and any disputes arising pursuant to the Contest will be submitted to Courts located in Calgary, Alberta. SAIT reserves the right to make changes to the Contest and these Rules including the right to substitute the prize with a prize of equal or greater value where necessary, due to changing business, operational and/or marketing considerations.

Eligibility - Entrants

Entrants must be legal residents of Canada and of the age of majority in their province of residence at the time of entry into the Contest. Residents of Quebec are excluded from participating in the Contest. **Any entrant under the age of majority must have written permission from the entrant's parent or legal guardian and by entering the Contest represents and warrants that such written permission has been granted.**

SAIT reserves the right in its sole discretion to disqualify at any time an entrant who does not meet **the Contest's eligibility criteria, fails to comply with these Rules, attempts to enter the Contest in any manner or through any means other than as described in these Rules, or attempts to disrupt the Contest or to circumvent any of these Rules.**

Contest period

The Contest opens at 10:00 a.m. (MST) on July 23, 2018 and closes at 1:00 p.m. (MST) on August 1, 2018 (**the "Contest Period"**). A random draw will be held immediately after the Contest Period and the prize winner will be randomly selected from all eligible entries received during the Contest Period.

How to enter

There is no fee to enter the Contest and no purchase is required. To enter the Contest, entrants must:

- i. follow @SAIT on Instagram; and
- ii. post a photograph of a SAIT Trojans logo ("**Photograph**") on Instagram during the Contest Period, using the hashtag #SAIT in the post.

SAIT is not associated with Instagram **and takes no responsibility for an entrant's registration with or use of Instagram. Each entrant is solely responsible for complying with Instagram's membership requirements and terms of use, as necessary.** The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. SAIT reserves the right to remove any comments or

posts, from its Instagram account which are deemed offensive or inappropriate or for any other reason, at its sole discretion.

Entries must meet the requirements of these Rules. Only one entry per participant. Multiple entries by one person may result in disqualification from the Contest.

Eligibility – Photograph

The Photograph you send must meet all of the following criteria to be eligible for the Contest:

- i. The Photograph must be owned by the entrant submitting it. The Photograph must be real images.
- ii. The Photograph must not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable activity or content (all as determined by SAIT in its sole discretion).
- iii. The Photograph must not contain, depict or refer to any content that disparages or refers negatively to SAIT, the Contest or any other person or entity (all as determined by SAIT in its sole discretion).
- iv. The Photograph must not conflict with any of SAIT's core values, or otherwise be objectionable to SAIT (as determined by SAIT in its sole discretion).
- v. The Photograph **must not contain any content that violates any law or any third party's rights** (including privacy, personality and intellectual property rights)

SAIT reserves the right, in its sole and absolute discretion, to disqualify any Photograph if SAIT determines that the Photograph does not comply with these eligibility requirements or otherwise with these Rules, or if SAIT determines that an entrant is not eligible for the Contest or has not complied with these Rules.

Prize

There is only one (1) prize to be won: a Fitbit valued at approximately \$230.

Ownership

You must be the sole owner of all rights in any Photograph you submit, and by submitting a Photograph you represent and warrant that you are the sole author and copyright holder in that Photograph and that the Photograph meets all of the eligibility requirements set out in these Rules. Any Photograph(s) that you submit that is/are owned by someone else are not eligible for the **Contest. You are responsible for ensuring that SAIT's reproduction, display or publications of the Photograph you submit raise no legal claims.** If ownership of any Photograph(s) you submit is contested in any manner, SAIT retains the sole and absolute discretion to disqualify that Photograph and discontinue use of that Photograph.

By submitting a Photograph, you waive all moral rights you may have with respect to the Photograph and you grant SAIT the unrestricted, royalty-free, perpetual, irrevocable, worldwide right (but not the obligation) to use and reproduce the Photograph in whole or in part, for any purpose, without any fee or other form of compensation, and without further notification or permission, including the following purposes:

- i. reproducing, publishing and displaying some or all of the Photograph(s) in print or electronic form and on SAITs website and SAITs social media channels;
- ii. using your name as a credit along with the Photograph(s) and
- iii. displaying the winning entry in the Contest.

You retain copyright in your Photograph.

Modifications

You grant to SAIT the unlimited right:

- i. to edit or modify your Photograph in any manner; and
- ii. to use, adopt and modify any or all portions of your Photograph in combination with other materials.

No Remuneration

You acknowledge and agree that you are granting all rights set out in these Rules to SAIT on a fully-paid-up and royalty-free basis, that you will receive no further financial or other remuneration, and that SAIT may exercise all of its rights set out in these Rules without providing any further financial or other remuneration to you.

Subject and Participant Releases

If a Photograph shows any individual in such a way that the individual can be recognized, the entrant must obtain written consent from that individual to permit SAIT to copy, display, transmit and otherwise use the Photograph and the entrant must give SAIT the original copy of that consent upon SAITs request. Photographs that are submitted with inadequate documentation, as determined solely by SAIT, will not be eligible for the Contest. SAIT assumes no responsibility for any claims for infringement of the right of privacy or personality with respect to any Photograph.

Skill-Testing Requirement

To receive a prize, you must answer the following skill testing question: 192 multiplied by 2, divided by 4, minus 15 $[(192 \times 2) / 4 - 15]$.

Odds of Winning

The odds of winning the prize will be determined by the number of eligible entries received during the Contest Period.

Prize Redemption

The name of the prize winner will be **announced on SAIT's Instagram account at 4:00 p.m. (MST) on August 1, 2018**. If a prize winner does not meet the criteria contained in these Rules, another entrant may be randomly selected from the remaining eligible entries. If the prize winner is a minor (under the age of 18), a parent or legal guardian must accompany the prize winner to pick up his or her prize.

The prize winner must collect his or her prize in person at the Senator Burns Building, Room NN1106, SAIT Main Campus, 1301 - 16 Avenue NW, Calgary, Alberta on August 2, 2018 during the hours of 9:00 a.m. (MST) and 4:00 p.m. (MST). If a prize winner cannot collect his/her prize then the prize shall lapse.

Acceptance of Prize

The prize must be accepted as awarded and cannot be exchanged for cash or other goods and services. The prize winner may be required to verify his or her identity and provide proof of being a current SAIT employee prior to receiving the prize. If the identity of a winner is disputed, another entrant may be randomly selected from the remaining eligible entries.

Prize Affidavit, Eligibility Release Form

If you are the prize winner, you will be required to complete and sign a Prize Acknowledgement and Release form in order to obtain your prize. **If a prize winner is a minor, the minor's parent or legal guardian must also sign the Prize Acknowledgement and Release form.**

Publicity and Use of Personal Information

By participating in the Contest, entrants consent to the use of their names, cities of residence, photographs and/or images on video tape (the "Personal Information") for publicity purposes in all media carried out by SAIT without payment or compensation or liability for use of same.

SAIT is committed to collecting and using the Personal Information requested from you, such as your name, e-mail address, and telephone number, solely and exclusively for the purposes of the Contest as provided in these Rules. The Personal Information is collected under the authority of the *Post-Secondary Learning Act* (Alberta) and the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIP"). Your Personal Information is protected by FOIP and can be reviewed on request. If you have any questions about the collection or use of this information, contact SAIT's FOIP Coordinator at 403.284.8748.

Limitation of Liability

By signing the Prize Acknowledgement and Release form, a prize winner releases SAIT, its governors, officers, employees, agents, consultants and representatives from any and all liability arising out of, pursuant to, or as a result of the carrying out of the Contest, including liability arising from the participation in the Contest, acceptance and use of a prize(s), and compliance with the Rules. SAIT is not responsible for any prize awarded or not awarded as a result of technical, mechanical, computer, telecommunications disruption or other similar errors however caused.

By participating in the Contest, each Entrant agrees to release, indemnify and hold harmless SAIT, its governors, officers, employees, agents, consultants and representatives, including without limitation,

any promotional or advertising entities retained by SAIT in connection with the Contest, from and against any and all actions, causes of action, liabilities, demands, claims, losses, costs and expenses of whatever nature and kind arising from, related to or connected, whether directly or indirectly, the Contest, the Contest prize, the Contest publicity rights and/or an Entrant's privacy rights, such indemnity to survive the closure and termination of the Contest and the award of the Contest prize.

SAIT assumes no responsibility for any problems or technical malfunction of any telecommunication network or line, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail to be received by SAIT on account of technical problems or traffic congestion on the internet or 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 downloading any material in the Contest.** SAIT is not responsible for any problems resulting from mechanical error, including, but not limited to, the prize awarded or not awarded due to computer error or failed network connections, however caused.

Suspension or Termination of Promotion and Contest

SAIT reserves the right, in its sole discretion to cancel or suspend the Contest should a virus or other cause beyond the reasonable control of SAIT corrupt the security or proper administration of the Contest. Any attempts to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, SAIT reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if falsified, altered or tampered with in any way.