

## **SAIT 2021 Halloween Video Contest Rules**

The rules and regulations below govern the Board of Governors of the Southern Alberta Institute of Technology's ("SAIT") SAIT 2021 Halloween Video 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**

The Contest is open only to SAIT full time and part time students. 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 12:01 am (MST) on October 13<sup>th</sup>, 2021 and closes at 11:59pm (MST) October 31<sup>st</sup>, 2021 (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 submit a photo or video of their Halloween Costumes, décor or makeup ("Photograph or Video") to the Student Engagement Facebook group or to [student.engagement@sait.ca](mailto:student.engagement@sait.ca).

SAIT is not associated with Facebook and takes no responsibility for an entrant's registration with or use of Facebook. Each entrant is solely responsible for complying with Facebook's membership

requirements and terms of use, as necessary. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. SAIT reserves the right to remove any comments or posts, from its Facebook account which are deemed offensive or inappropriate or for any other reason, at its sole discretion.

Entrants may only submit one Photograph or Video. Entries must meet the requirements of these Rules.

### **Eligibility - Photographs**

Any Photograph or Video you submit must meet all of the following criteria to be eligible for the Contest:

- i. The Photograph or Video must be owned by the entrant submitting it. The Photograph or Video must be real images.
- ii. The Photograph or Video 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 or Video 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 or Video 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 or Video 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 or Video if SAIT determines that the Photograph or Video 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.

### **Prizes**

There are 3 Prizes to be won. The prizes will be \$100, \$50 and \$25 Door Dash gift cards for first, second and third place. The winners will be selected by SAIT students and based on the greatest number of "likes" and "comments" to the Photograph or Video.

### **Ownership**

You must be the sole owner of all rights in any Photograph or Video you submit, and by submitting a Photograph or Video you represent and warrant that you are the sole author and copyright holder in that Photograph or Video and that the Photograph or Video meets all of the eligibility requirements set out in these Rules. Any Photograph or Video 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 or Video you submit raise no legal claims. If ownership of any Photograph or Video you submit is contested in any manner, SAIT retains the sole and absolute discretion to disqualify that Photograph or Video and discontinue use of that Photograph or Video.

By submitting a Photograph or Video, you waive all moral rights you may have with respect to the Photograph or Video and you grant SAIT the unrestricted, royalty-free, perpetual, irrevocable, worldwide right (but not the obligation) to use and reproduce the Photograph or Video 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 or Video in print or electronic form and on SAIT's website and SAIT's social media channels;
- ii. using your name as a credit along with the Photograph or Video and
- iii. displaying the winning entry in the Contest.

You retain copyright in your Photograph or Video.

### **Modifications**

You grant to SAIT the unlimited right:

- i. to edit or modify your Photograph or Video in any manner; and
- ii. to use, adopt and modify any or all portions of your Photograph or Video 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 or Video 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 SAIT's request. Photographs and Videos 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 or Video.

### **Skill-Testing Requirement**

To receive the prize, you must answer the following skill testing question: 124 multiplied by 3, divided by 2, minus 33  $(124 \times 3) / 2 - 33$ ].

### **Odds of Winning**

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

### **Prize Redemption**

The prize winners will be notified by telephone and/or e-mail within five (5) business days of the random draw. If a prize winner cannot be contacted after five (5) business days, or the 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 via email, within thirty (30) days by contacting [student.engagement@sait.ca](mailto:student.engagement@sait.ca) from their SAIT student email account. If a prize winner cannot collect his/her prize then the prize shall lapse.

### **Acceptance of Prize**

The prizes must be accepted as awarded and cannot be exchanged for cash or other goods and services. A prize winner may be required to verify his or her identity and provide proof of being a current SAIT student 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 a 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, the 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.