



## **SAIT Alumni – Class of 2019 Contest Rules**

The rules and regulations below govern the Board of Governors of the Southern Alberta Institute of Technology's (SAIT) SAIT Alumni – Class of 2019 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 prizes with prizes of equal or greater value where necessary, due to changing business, operational and/or marketing considerations.

### **Eligibility**

The Contest is open only to alumni of SAIT. Each entrant must be legal resident of Canada and at least 18 years of age at the time of entry into the Contest. Residents of Quebec are excluded from participating in the Contest. Any entrant under the age of 18 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 and draw date**

The Contest opens at 8:00 am (MST) on Wednesday, June 5, 2019 and closes at 11:59 pm (MST) on Sunday, June 16, 2019 (the "Contest Period"). A random draw will be held after the Contest Period and the names of the winners will be announced on Monday, June 17, 2019 at 2:00 pm (MST).



## **How to enter**

There is no fee to enter the Contest. To enter the Contest, entrants have to “follow” the SAIT Alumni (@SAITalumni) Instagram page AND post a Photograph (“Photograph”) from their time as a student at SAIT on their own Instagram profile page AND tag that Photograph with the hashtag #SAIT2019.

Entrants can submit unlimited entries to the Contest.

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 disqualify Contest entries which are deemed offensive or inappropriate or for any other reason, at its sole discretion.

## **Eligibility – Photographs**

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

- The Photograph must be owned by the entrant submitting it. The Photograph must be real images.
- 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).
- 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).
- 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).
- 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.

### **Ownership and License**

You must be the sole author and owner of any and all of the Photograph(s) you submit and by submitting a Photograph, you represent and warrant that you are the sole author and the sole and exclusive owner with exclusive title to and intellectual property rights in, including copyright, in the Photograph and that the Photograph meets all eligibility requirements set out in the 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(s) you submit raise no legal claims. If the 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 entering one or more Photographs in this Contest, you waive all moral rights you may have with respect to the Photographs and you grant SAIT the unrestricted, royalty-free, perpetual, irrevocable, worldwide right (but not the obligation) to use and reproduce the Photograph(s) 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:

- (a) reproducing, publishing and displaying some or all of the Photograph(s) in print or electronic form and on SAIT's website and SAIT's social media channels;
- (b) promoting, distributing, performing, assigning, creating derivations from, making improvements or revisions to and otherwise using and exploiting the Photograph, in whole or in part, for any purpose (including, without limitation, for SAIT's commercial purposes);
- (c) using your name as a credit along with the Photograph(s) and
- (d) displaying the winning entry in the Contest.

You retain copyright in your Photograph(s).



## **Modifications**

You grant to SAIT the unlimited right:

- (a) to edit or modify your Photograph(s) in any manner; and
- (b) to use, adapt and modify any or all portions of your Photograph(s) 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 SAIT's 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 with respect to any Photograph.

## **Skill-Testing Requirement**

To be eligible to receive a prize, you must answer the following skill testing question: 386 multiplied by 3, divided by 2, minus 113  $[(386 \times 3) / 2 - 113]$ .

## **Prizes**

There are a total of four (4) prizes to be won: Four (4) \$100 gift cards to one of four restaurants with a SAIT connection: Bridgette Bar, Foreign Concept, Bow Valley Ranche Restaurant and CHARCUT Roast House. Each restaurant is located in Calgary, Alberta, Canada.

The first and second prize will be awarded to two (2) participants that are graduates from the SAIT Class of Spring 2019. The third and fourth prize will be awarded to two (2) participants that are SAIT graduates from the Class of Spring 2019 or a SAIT graduate of any previous year.



### **Odds of Winning**

The odds of winning one of the two prizes depend on the number of entries received during the Contest Period.

### **Prize Redemption**

The names of winners will be announced on SAIT Alumni's Instagram page. The prize winners will also be notified by telephone and/or e-mail immediately after the random draw. If a prize winner cannot be contacted after three (3) business days, or the prize winner does not meet the criteria contained in these Rules, another entrant will be randomly selected from the remaining eligible entries.

Prize winners must collect their prizes in person, within thirty (30) days, at the Student Awards Window, located on SAIT's main campus (1301 – 16 Avenue NW, Calgary, Alberta) during the hours of 10:00 am to 3:00 pm. If a prize winner cannot collect their prize within thirty (30) days or does not meet the criteria contained in these Rules, then the prize shall lapse.

### **Acceptance of Prize**

Prizes must be accepted as awarded and cannot be exchanged for cash or for other goods and services. The award of each prize is random. Winners must provide proof of identification and may be required to provide proof of graduation from SAIT prior to receiving their prize. SAIT may disqualify a winner if SAIT determines, in its sole discretion, that such proof of identification or graduation is insufficient. If the identity of the winner is disputed, another entrant will be randomly selected from the remaining eligible entries.

### **Prize Affidavit, Eligibility Release Form**

A prize winner will be required to complete and sign a Prize Acknowledgement and Release form before receiving his/her 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 (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, prize winners release Sait, its governors, officers, employees, agents, consultants and representatives from 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 the prizes, and compliance with the Rules.

Sait is not responsible for forwarding prizes to winners who do not pick up their prizes. Sait is not responsible for any prizes 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, to the Contest, the Contest prizes, 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 any Contest prizes.

Sait assumes no responsibility for misdirected entries or for any failure of any website during the Contest Period, or 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, prizes 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.