

## **City of Regina 2021 Virtual Ladybug Release Contest**

### **OFFICIAL RULES AND REGULATIONS**

#### **General**

1. City of Regina (the "Contest Sponsor") is sponsoring the City of Regina 2021 Virtual Ladybug Release Contest (the "Contest"). The Contest will close on August 17, 2021, at 11:59 p.m. CST (the "Closing Date").
2. By entering this Contest the entrants automatically agree to accept and abide by these rules and regulations (the "Contest Rules"). All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest.
3. If you do not wish to take part in the contest and abide by the Contest Rules and you are the selected entrant(s), you may indicate your desire to withdraw from the contest and the Contest Sponsor will draw another eligible entry. By withdrawing from the Contest, you agree the Contest Sponsor will be fully and completely released and discharged from any liability or responsibility in this regard.

#### **Eligibility**

4. Participation is open to all individuals aged 13 and older, which is the minimum age required to create a Facebook account. All entrants under the age of 18 must receive the consent of a parent or other legal guardian to enter. Parents or legal guardians of entrants under the age of 13 agree to be bound by the terms and conditions of the contest by permitting the child to enter the contest. Any prize or image release forms must be signed by a parent or legal guardian.
5. Entry in the Contest is subject to all federal, provincial, and local laws and regulations. The decisions of the Contest Sponsor are final and binding in all matters related to this Contest.
6. By entering the Contest, each entrant consents to the use of his or her name without compensation in any publicity or advertising carried out in any medium worldwide by either or both of the Contest Sponsor and/or its advertising or promotional agencies without limitation or further notification or compensation.

#### **How to Enter**

7. All eligible entries will be entered in a random draw.
8. To enter the Contest, entrants must:
  - (a) send pictures or request to enter to [interactive@regina.ca](mailto:interactive@regina.ca), or
  - (b) submit pictures on Facebook in the comment section of the contest post.
9. The Contest Sponsor is not responsible for entries that are incomplete or do not conform to or satisfy the condition of these Contest Rules and all such entries may be disqualified. All entries become the sole property of the Contest Sponsor and none will be returned.

## **Prize**

10. There is one (1) prize of \$100 to local store or restaurant. The "Prize" can be picked up at City Hall upon notification.
11. Prizes are not transferable and must be accepted as awarded with no substitutions, whether in cash or otherwise, except at the Contest Sponsor's sole discretion. The Contest Sponsor reserves the right to substitute a prize of equivalent or greater value if a prize cannot be awarded as described for any reason.
12. Odds of winning depend on the number of eligible entries received.

## **The Draw**

13. The draw will be held on Tuesday, August 17, 2021.
14. The selected entrant(s) will be notified by email on the same business day as the draw ("Notification"). The selected entrant must: (i) respond to notification of selection within the time specified below; (ii) correctly answer, unassisted, a time-limited mathematical skill-testing question; (iii) sign and return any required prize claim forms; and (iv) otherwise comply with these terms and conditions. The Contest Sponsor assumes no responsibility for any inaccurate or incorrect information provided to it, or that results in any way from the transmission, receipt or processing of entries. If the first selected entrant does not respond within two (2) days of first contact, the Contest Sponsor will have the right to disqualify that entrant and to randomly draw another eligible entry. By entering, you agree that if you are a selected entrant that is disqualified, and a Prize is forfeited for any reason, the Contest Sponsor will be fully and completely released and discharged from any liability or responsibility in this regard. Contest Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive Notification.
15. If a selected entrant is not eligible or does not otherwise meet the requirements as set out in the Contest Rules, the Contest Sponsor will have the right to disqualify said entrant and randomly draw another eligible entry for purposes of awarding a Prize, and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

## **General Conditions**

16. By entering the Contest, entrants and selected entrants agree to release and hold harmless the Contest Sponsor and their directors, employees, officers, agents and affiliates from any injury, loss or damage of any kind to persons or property, including but not limited to death, resulting in whole or in part directly or indirectly from the acceptance, receipt, possession, use or misuse of an awarded Prize, participation in any Contest-related activity including any travel related thereto and/or participation in the Contest.
17. By entering the Contest, each selected entrant agrees to sign and return the following to City of Regina within five (5) days of accepting the Winner Notification:
  - (a) A form affirming eligibility and compliance with all Contest Rules (form may require notarization);

- (b) A liability release form releasing the Contest Sponsor, their directors, employees, officers, agents and affiliates from all liability arising from or relating to the acceptance, receipt, possession, use or misuse of an awarded Prize, participation in any Contest-related activity including any travel related thereto and/or participation in this Contest; and
  - (c) A publicity release and consent form permitting the Contest Sponsor to use his or her name and city/town of residence without compensation in any public notification of the winner or the Contest, publicity or advertising carried out in any medium worldwide by the Contest Sponsor and/or its advertising or promotional agencies without limitation or further notification, unless prohibited by law.
18. If the selected entrant fails to submit the above within the given time period, the Contest Sponsor reserves the right to disqualify said entrant and randomly draw another eligible entry for the purpose of awarding a Prize (time permitting), and the Contest Sponsor shall both be fully and completely released and discharged from any liability or responsibility in this regard.
  19. The Contest Sponsor reserves the right, in their sole discretion, to terminate, modify or suspend the Contest, or modify the Contest Rules at any time for any reason whatsoever.
  20. The Contest Sponsor will not be liable for any human or technical errors that may arise or occur in connection with the Contest. The Contest Sponsor 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 the entries.
  21. No contact will be made with entrants except with the winning entrant.
  22. The Contest Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by the Contest Sponsor as a result of technical problems or human error, or any combination thereof.
  23. The Contest Sponsor reserves the right at their sole discretion to disqualify any individual who tampers with or attempts to tamper with the entry process. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. This promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Twitter, YouTube, Instagram or LinkedIn.
  24. This Contest is governed by the laws of Saskatchewan and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations.
  25. By entering this Contest, the entrant agrees that the courts of the Province of Saskatchewan, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of the Contest Rules or the running of this Contest. The entrant hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Saskatchewan.

26. Contest Sponsor will not sell or transmit this information to third parties except for the purposes of administering this Contest. Any inquiry concerning personal information held by the Contest Sponsor should be addressed to City of Regina at 306-777-7000.

### **Photographs**

27. Submissions must not, in the sole and unfettered discretion of the Contest Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Any submission that is considered by the Contest Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified.
28. Submissions must be the entrant's own, produced work and may not feature or focus on any material owned or controlled by third parties (unless the entrant can provide written documentation of permission to use any materials owned by a third party as set forth below or in a form and substance determined by the Contest Sponsor in its sole discretion).
29. Participants must provide upon request all appropriate clearances, permissions and releases (including but not limited to releases from all persons appearing in the submission, location releases, and releases from all creative consultants or others who assisted in the creation of the submission) for the submission in a form and substance determined by the Contest Sponsor in its sole discretion (in the event an entrant cannot provide all required releases, the Contest Sponsor reserves the right to disqualify the applicable submission).
30. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, participants hereby irrevocably and unconditionally grant to the City, its successors and assigns the right (but not the obligation) to use entrant's Submission in whole or in part, to reproduce, distribute, display and create derivative works of the entrant's submission in connection with the Photo Contest for no additional compensation in any and all languages, by any and all means, media, devices, processes and technology now known or hereafter devised, in perpetuity throughout the universe at no charge to the City. The rights granted shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to make changes to the Submission, and to use such Submission as the City shall from time to time determine in its sole discretion; (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Submission as may be conferred under any applicable laws, regulations or directives. In addition to the fullest extent allowable under any applicable law, each entrant hereby irrevocably waives or assigns to the City the participant's Moral Rights.