

# **The City of Regina's FROST Festival Merchandise Contest**

## **OFFICIAL RULES AND REGULATIONS**

### **General**

1. City of Regina (the "Contest Sponsor") is sponsoring the FROST Contest (the "Contest"). The Contest will close on January 31 at 12:00 a.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.

### **Eligibility**

3. Participation in the Contest is limited to FROST Contest participants that are 18 years of age or older at the time of entry and live within City limits.
4. 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.
5. 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**

6. To enter the Contest, entrants must:
  - (a) Submit a photo of themselves at a previous FROST Festival.
  - (b) Describe what they are most looking forward to participating in at this year's FROST Festival.
  - (c) Be over 18 years of age.
7. Submissions must not, in the sole and unfettered discretion of the City, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Any Submission that is considered by the City in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified.
8. Submissions must be the entrant's own, produced work.
9. Participants must have permission from all persons appearing in the Submission.
10. 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.
11. All eligible entries will be entered in a random draw.

**Prize**

12. There are twenty (20) prize packages. The "Prize" can be picked up at the Ambassador's Desk at City Hall (2476 Victoria Ave.) upon notification.

13. 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.
14. Odds of winning depend on the number of eligible entries received.

### **The Draw**

15. The draw will be held on Wednesday, January 31, 202.
16. The selected entrant(s) will be notified via email on the same business day their name is drawn ("Notification"). The winner's name will be posted on the City's social media posts. 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. 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.
17. 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**

18. 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.
19. 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's 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.
20. 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.
21. 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.
22. 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.
23. No contact will be made with entrants except with the winning entrant.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Following receipt of a Prize by the selected entrant, the Contest Sponsor will confidentially shred all Contest entries.

30. This promotion is in no way sponsored, endorsed or administered by or associated with Facebook or X.