City of Regina March 2024: World Water Day Contest OFFICIAL RULES AND REGULATIONS

General

- 1. City of Regina (the "Contest Sponsor") is sponsoring the City of Regina March 2024 World Water Day Contest (the "Contest"). Entrants can participate in one social media contest throughout the dates March 22-April 1 on the City of Regina's Facebook page.
- 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 is open only to City of Regina residents who have reached the age of majority in their jurisdiction of residence at the time of submission.
- 4. By entering the Contest, each entrant consents to the use of their 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

5. To enter the Contest, entrants must:

Share their water conservation idea on City of Regina's Facebook account on one of the following dates March 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 or April 1, 2024 (the "**Submission**")

- 6. Residents can enter a Submission once from March 22 April 1 at midnight (Saskatchewan time).
- 7. 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.

Requirements

- 8. By submitting a Submission each entrant agrees that:
 - (a) by participating in the Contest through this website Entrants expressly agree to be bound by, accept and comply with these Terms and Conditions of use (the "Terms and Conditions") and that any and all decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of Submissions, are final and binding on all entrants in all matters as they relate to this Contest;
 - (b) 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;
- (c) Submissions are 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); and
- (d) Entrants will provide upon request all appropriate clearances, permissions and releases (including but not limited to releases affirming eligibility, compliance with all Contest Terms and Conditions, relating the Contest Sponsor, its employees, officers agents and affiliates relating to the Contest, 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).
- 9. Entrants acknowledge and agree that Submissions that, in the Contest Sponsor's good faith judgment, violates the requirements set out herein will be disqualified.
- 10. The Contest Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest, or modify the Contest Terms and Conditions at any time for any reason whatsoever.

Prize Packs

- 11. There is one rain barrel prize available, valued to \$150.
- 12. Prizes are not transferable and must be accepted as awarded with no substitutions, whether in cash or otherwise, except at the Contest Sponsor' sole discretion. The Contest Sponsor reserve the right to substitute a prize of equivalent or greater value if a prize cannot be awarded as described for any reason.
- 13. Odds of winning depend on the number of eligible entries received.

The Draw

- 14. All eligible entries from will be entered in a random draw.
- 15. The draw will be held on the following day as follows:
 - Tuesday, April 2, 2024
- 16. The selected entrant(s) will be notified by social media message on the same business day their name is drawn ("**Notification**").
- 17. 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 following which, the winner's name will be posted on social media posts following acceptance of the rain barrel prize.
- 18. 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 their 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.
- 19. 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.
- 20. 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.
- 21. By entering this Contest, 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.

General Conditions

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. No contact will be made with entrants except with the winning entrant.
- 27. 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.

- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Following receipt of a Prize by the selected entrant, the Contest Sponsor will confidentially shred all Contest entries.
- 33. If you do not agree with any of these Terms and Conditions, you must immediately exit and stop using this website. If you do not agree with the Terms and Conditions, then you may not read, link to download or in any other way use information on this website. These Terms and Conditions may be revised from time to time without notice to you and it is your responsibility to check for updates to the website. Your use of this website after any revisions to these Terms and Conditions are posted to this website shall constitute your acceptance of such revisions.
- 34. The website, the services and any content are provided solely on an "as is" and "as available" basis. Reasonable efforts have been made to ensure the content provided through the website or any services is accurate and current when posted. However, your use of such content is at your sole risk. No warranty is given that the website or services are or will be error-free, free of viruses or other harmful or destructive properties or components, or uninterrupted.
- 35. You agree that the Contest Sponsor, its affiliates and its employees and agents are not liable or responsible for any direct, indirect, incidental, consequential, punitive, or special damages, including, without limitation, any loss of use, lost data, lost business profits, business interruption, personal injury, property damage, or any pecuniary loss arising out of or in any way connected with this website, the services or any content, any communications with the Contest Sponsor, or any software, information or documents contained in or accessed through this website or your participation in the Contest, even if the Contest Sponsor has been advised of the possibility of such damages, whether based in contract, tort (including negligence), equity, strict liability or otherwise.
- 36. All personal information collected is handled and maintained in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*. Questions regarding protection of personal information may be directed to lafoip@regina.ca.
- 37. This promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram.

- 38. Upon submission, entrants acknowledge and agree that any and all Submissions, intellectual property and photos submitted are for use on Contest Sponsor's website and promotional materials and that the photos are being provided without compensation or notice. All negatives and positives, together with the prints and other derivatives shall constitute the property, solely and completely, of the Contest Sponsor.
- 39. 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).