

**OFFICIAL RULES AND REGULATIONS OF
THE SERVUS SKI WEDNESDAY PASSPORT CONTEST**

This Contest is only open to residents of Alberta aged 18 years and older and is governed by Alberta and Canadian law. Contest closes with entries received at 4:59 p.m. (Mountain Standard Time), March 18, 2020. NO PURCHASE necessary to enter.

The Servus Ski Wednesday Passport Contest (the “Contest”) is provided by the Calgary Olympic Development Association, operating as WinSport (“WinSport”).

1. **Agreement:** These Rules and Regulations are governed by WinSport. NO PURCHASE IS NECESSARY TO ENTER the Contest. The act of entering the Contest constitutes acceptance of these Contest Rules and Regulations (the “Rules”).

2. **Entry:** To enter the Contest, an individual (the “Entrant”) must obtain a Servus Ski Wednesday Passport (the “Passport”) on any night of the Servus Ski Wednesdays at WinSport’s Canada Olympic Park during the Contest Period set out herein and obtain a stamp in the Passport from Servus Credit Union staff members at the Servus Ski Wednesday table in the Frank King Day Lodge at WinSport, 88 Canada Olympic Rd SW, Calgary, AB, T3B 5R5. A maximum of one (1) stamp may be obtained per Servus Ski Wednesday per Entrant. Stamped Passports must be delivered to Servus Credit Union staff members at the Servus Ski Wednesday table in the Frank King Day Lodge at WinSport at any Servus Ski Wednesday but no later than 8:00 pm MST on the last Servus Ski Wednesday of the 2019/2020 winter season, currently scheduled for March 18, 2020, which is subject to change or cancellation. Each stamp in the Passport will correspond to a ballot into the prize draw. The ballots received by Servus Credit Union at the Servus Ski Wednesdays will be consolidated by Servus Credit Union and provided to WinSport to complete the draw. Each stamp will constitute one ballot entry, up to a maximum of six (6) entries per Entrant. The actual maximum number of entries available to an Entrant depends on the number of Servus Ski Wednesdays that occur throughout the season and may be less than six (6). No purchase is necessary to obtain a Servus Ski Wednesday Passport or stamps or to receive a ballot entry.

3. **Eligibility:** The Contest is open to any resident of Alberta aged 18 years and above. WinSport employees, employees’ immediate family members and anyone living with any WinSport employee are not eligible to enter the Contest. Servus Credit Union employees, employees’ immediate family members and anyone living with any Servus Credit Union employee are not eligible to enter the Contest. “Immediate family” means spouses, parents, children, siblings and their respective spouses, regardless of whether they reside in the same household.

4. **Prize:** Two Entrants will be selected at random and declared the Contest winner (each, a “Winner”). WinSport will contact each Winner at the contact information provided by such Winner in the Winner’s Passport. Each Winner will be awarded one (1) prize (a “Prize”) in Calgary, Alberta. There are two (2) Prizes available. Each Prize is one (1) voucher for a WinSport summer camp for July or August 2020 with a value of up to \$400.00. The Prize may be used for registration for a July or August 2020 summer camp only and cannot be applied to any other WinSport program or service including before/after camp care, rentals or lunch. Each Prize will have no cash value. A Prize may be transferred to another individual by a Winner prior to redemption. The original voucher must be presented by a registrant at the Guest Services Desk in the Frank King Day Lodge in order to register for a summer camp and vouchers cannot be redeemed online or over the phone. Any balance owing over and above the Prize value shall be the responsibility of a registrant to pay before registration can be completed.

Winners agree to accept the Prize as-offered and as-is. Each Winner must claim his or her Prize by May 31, 2020 or a Winner will forfeit his or her Prize and another Winner will be randomly selected. Each Winner will be solely responsible for checking for any communication from WinSport and for claiming their Prize in the allotted time period. Registration in a WinSport summer camp is subject to WinSport’s terms and conditions.

5. **Documentation:** Before being awarded a Prize, a potential Winner must sign and return a confirmation of eligibility and compliance with the Contest Rules, a publicity/liability release, and any other requested documents within the time period stipulated in the documents, (collectively the “Contest Documents”). All Contest Documents must be signed, without amendment, and returned to WinSport at its Guest Services counter located in the Frank King Day Lodge by **May 31, 2020**. Failure to comply with the deadlines for signing and returning the Contest Documents may result in forfeiture of the Prize and selection of an alternative Winner at WinSport’s sole discretion. Acceptance of a Prize constitutes permission for WinSport and its agencies to use a Winner’s name and/or likeness, biographical information, and/or entry for advertising and promotional purposes without additional compensation, unless prohibited by law.

6. **Summer Camp:** Registration in any WinSport summer camp is subject to the execution of WinSport’s Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement, and/or any such other applicable waiver or release of liability (each, a “Waiver” or collectively “Waivers”) by the summer camp participant or their parent or legal guardian (in the event of a minor). In the event such Waiver or Waivers are not completed, registration will not be completed, and the voucher will not be redeemed. No alternate Prize or program may be selected.

7. **Contest Period:** The Contest begins at 5:00 p.m. (Mountain Standard Time) on January 22, 2020 and ends at 8:00 p.m. (Mountain Standard Time) on March 18, 2020 (the “Contest Period”). The Winners will be determined following the Contest Period and no later than April 30, 2020. Each Winner will be contacted following the determination at the contact information provided in the Passport.

8. **Odds:** The odds of winning the Contest depend on the number of entries received during the Contest Period. Each Winner must answer a skill-testing question before claiming his or her Prize. Each individual has up to six (6) chances to enter the contest based on the number of Servus Ski Wednesdays that occur at Canada Olympic Park between January 22 2020 and March 18 2020 and the number of such Servus Ski Wednesdays a Winner attends.

9. **Skill Testing Question:** All Winners will be required to correctly answer the following skill-testing question (the “Skill-Testing Question”) before claiming their Prize:

$$\frac{((4 \times 3) + (15 - 7))}{2}$$

The Skill-Testing Question may be answered at any time before the Winner claims his or her Prize. Failure to answer the Skill-Testing Question, or incorrectly answering the Skill-Testing Question, will result in forfeiture of the Prize and selection of an alternative Winner at WinSport’s sole discretion.

10. **Privacy:** Entrants’ personal contact information is used to administer the Contest, including contacting, announcing and promoting the Winners. The Contest is run in compliance with WinSport’s Privacy Policy which can be found on the WinSport website at https://www.winsport.ca/cop/store/privacy_policy.cfm.

11. **Website Problems and Disputes:** WinSport assumes no responsibility for failure of any internet connection or connection to any server or proxy server during the Contest, or any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, application failure of any email or traffic congestion on the internet or at 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 playing or downloading any material in the Contest. WinSport reserves the right to cancel or suspend any online portion of this contest should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, WinSport reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

12. **Prohibitions:** WinSport may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the rules. Such abuse includes entering false information, spamming and creating multiple entries. Any person deemed to have entered profane, discriminatory, vulgar, illicit, or otherwise offensive material will be banned. WinSport has complete discretion to refuse and disqualify any entry deemed to be profane, vulgar, discriminatory, illicit, or otherwise offensive. Any Entrant who violates any part of these Rules will be banned from the Contest. Any Winner who violates any part of these Rules may have his or her Prize withheld at WinSport's sole discretion.

13. **Release:** Each Winner hereby releases WinSport, Facebook Inc., and Twitters Inc. and each of their affiliates and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest including, but not limited to, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to or loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom. Each Winner grants WinSport the unrestricted right, in WinSport's discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use that Winner's name, photograph, likeness, voice, video footage and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion thereof.

14. **Indemnification by Entrant:** By entering the Contest, each Entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, use or misuse of any Prize, participation in the Contest, any breach of the Rules, or in any Prize-related activity. Each Entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

15. **Limitation of Liability:** WinSport assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. WinSport is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. WinSport 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, entries. Entrants assume liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize.

16. **Privacy/Use of Personal Information:**

- a. By participating in the Contest, each Entrant: (i) grants WinSport the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting, announcing, or promoting the Winners; and (ii) acknowledges that WinSport may disclose his/her Personal Information to third-party agents and service providers of WinSport in connection with any of the activities listed above. WinSport will use the Entrant's Personal Information only for identified purposes, and protect the Entrant's Personal Information in a manner that is consistent with the *Personal Information Protection Act* of Alberta.
- b. WinSport may elect to promote and administer the Contest or any portion thereof through social media platforms including Facebook, Instagram and Twitter. Nonetheless, this promotion is in no way sponsored, endorsed or administered by Facebook Inc. or Twitter

Inc. Participants are providing their information to WinSport, but the provision of any such information through Facebook, Instagram or Twitter may be subject to Facebook's Statement of Rights and Responsibilities and Data Policy, Instagram's Privacy Policy, Twitter's Privacy Policy, and any other terms and conditions for the use of those platforms.

17. **Intellectual Property:** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by WinSport and its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

18. **Termination:** WinSport reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or these Rules in any way, at any time, for any reason and without prior notice. Without limiting the foregoing, the draw shall be subject to WinSport receiving ballots from Servus Credit Union.

19. **Law:** These are the official rules of the Contest. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over WinSport. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations as between the entrant and WinSport in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

20. **Language Discrepancy:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.

21. **Other:** Contests are governed by the laws of Alberta and the laws of Canada applicable therein. WinSport reserves the right to cancel or modify the Contest or these Rules at any time without notice. All Prizes must be accepted as awarded and are not convertible to cash. WinSport reserves the right to substitute any Prize or portion of the Prize with a prize of equal or greater value. All Prizes are awarded as-is and no warranties or guarantees are implied or expressed. WinSport is not liable for any lost or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this Contest, including technical failures on the part of contest software, virus, malware, website down-time, human error or property damage incurred by any Entrant.