

Christmas Bird Count

OFFICIAL CONTEST RULES AND REGULATIONS

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Entry into this Contest constitutes your acceptance of these Contest Rules.

1. SPONSORS: The Christmas Bird Count Contest (the "Contest") is sponsored by the City of Leduc, #1 Alexandra Park, Leduc, AB T9E 4C4 (the "Sponsor").

2. ELIGIBILITY: the Contest is open to legal residents of Canada, excluding Quebec, who have reached the age of majority in their province or territory of residence at the time of entry, with the exception of: employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials, and members of the immediate family (spouse, parent, siblings and children) and those living in the same household as the foregoing. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules, including but not limited to the eligibility requirements set out herein. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion.

3. CONTEST DATES AND TIMES: The Contest ends on **December 27, 2019** at 11:59:59 p.m. Mountain Standard Time ("Contest End Date"), after which time the Contest will be closed and no further entries shall be accepted. The sole determinant of time for the purpose of a receipt of a valid entry will be actual receipt by the Sponsor.

4. HOW TO ENTER: Request a tally sheet from the Eco-smart Hotline at 780-980-7107 or by email at ecosmart@leduc.ca, or visit www.leduc.ca to download the tally sheet. Participate in the Christmas Bird Count event and submit your completed tally sheet to ecosmart@leduc.ca or mail to the Leduc Civic Centre at #1 Alexandra Park Leduc, AB T9E 6N6. For purposes of this Contest, "receipt" of an entry occurs when the tally sheet is received by the Sponsor, either in person, by mail or email by the Contest End Date. All participant entries must contain a complete name, e-mail address and phone number to be a valid entry and are subject to verification by the Sponsor in its sole discretion. Limit one entry per household.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entry forms that contain false or incomplete information may be void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules will be deemed void. All entries become the property of the Sponsor upon receipt and none will be returned. No correspondence will be entered into except with selected entrants. Proof of transmission (screenshots or

captures, etc.) does not constitute proof of receipt. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Sponsor's server machine(s) or for in-store, in person or paper entries, the time of actual receipt by Sponsor.

5. CONTEST PRIZES: There is a total of 1 prize available to be won: 1 bird feeder and 1 bag of bird seed (approximate retail value \$75). Taxes, if any, are the responsibility of all prize winners. All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. The Prizes are non-transferable, non-refundable and non-changeable once issued, must be accepted as awarded and have no cash value. The prizes (or any portion thereof) cannot be combined with other discounts, promotions or special offers. Winners may not transfer, modify, or substitute any prizes. Sponsor reserves the right to substitute an alternate prize of equal or greater value if advertised prize is unavailable at time of award. Limit one prize per person, per household, and per e-mail address. Winners must accept prizes by e-mail or written post received by the Sponsor no later than **January 17, 2020**

6. ODDS OF WINNING: The odds of winning depend on the number of eligible entries received before the Contest End Date.

7. RANDOM DRAW AND WINNER CONFIRMATION: On or around **January 2, 2020** (the "Draw Date") at approximately 10:00 a.m. Mountain Standard Time, an employee of the Sponsor will conduct a random draw from all eligible entries received before the Contest End Date and select the winner (the "Selected Entrant"). The Selected Entrant will be deemed a winner if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive a prize and another entrant will be selected by way of a random draw. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer, without assistance of any kind (whether mechanical or otherwise), a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail; (ii) comply with all Contest Rules; and (iii) sign and return a Declaration of Eligibility and Liability/Publicity Release form, all in the sole discretion of Sponsor.

THE SELECTED ENTRANTS WILL BE NOTIFIED BY E-MAIL OR TELEPHONE WITHIN ONE (1) BUSINESS DAY OF THE DRAW DATE. The Selected Entrants will be contacted using the e-mail address or telephone number provided at the time of entry into the Contest. Upon notification, Selected Entrants must respond by e-mail or phone no later than 4:30 p.m. Mountain Standard Time on **January 17, 2020**. If a Selected Entrant does not respond in accordance with these Contest Rules, he/she will be disqualified and will not receive a prize and another entrant will be selected by random draw. The Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant entering electronically is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address for the domain associated with the submitted e-mail address). Each selected entrant may be required

to provide proof that he/she is the Authorized Account Holder of the e-mail address associated with the selected entry.

8. RELEASE AND INDEMNIFICATION: Each winner must sign a Declaration of Eligibility and Liability/Publicity Release form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest ("Released Parties"), from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize.

Signed Declaration and Release forms must be returned to the Sponsor by e-mail no later than 4:30 p.m. Mountain Standard Time on **January 17, 2020**.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

9. CONDUCT: The Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be: (i) violating these Contest Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest; (iii) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or

harass any other person. Any attempt by an entrant or any other individual to undermine the legitimate operation of the Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

10. OTHER CONDITIONS: The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

Publicity: By participating in the Contest, entrants consent to the use of their name, comments, city/town and province/territory of residence and image on videotape, photograph or other means in any publicity carried out by the Sponsor with respect to this Contest, without further notice or compensation.

Law: The Contest is void in Quebec and where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. The Contest and these Contest Rules shall be governed exclusively by the laws of the province of Alberta and the federal laws of Canada applicable therein, and any dispute shall be adjudicated by the courts sitting in Leduc, Alberta.

Privacy: When you enter this contest, we may collect your name, address, phone number and e-mail address to administer your participation in the contest and for Contest promotional purposes.

The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

Intellectual Property: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are individually owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited.