

## K-DAYS HONORARY PARADE MARSHAL CONTEST

### OFFICIAL CONTEST RULES

#### 1. INTRODUCTION

- 1.1 The K-Days Honorary Parade Marshal contest (the "**Contest** ") is sponsored by Edmonton Northlands (the "**Sponsor**"). By completing the on-line entry form (the "**Entry Form**"), entrants will be entered into the respective contest for one (1) of four (4) prizes (the "Prize") as described below.

#### 2. ELIGIBILITY

- 2.1 The Contest is open to residents of any province or territory of Canada, excluding Quebec, who have attained the age of majority in their particular province or territory of residence at the time of entry. Entrants who are below the age of majority in the province or territory of residence require the consent of their parents or legal guardians to enter the Contest and to receive any Prize.
- 2.2 Employees and board members of the Sponsor, the Sponsor's advertising and promotion agencies and their immediate family members (defined as parents, children, siblings, and spouse) and/or those living in the same household of each, are not eligible to enter the Contest.
- 2.3 Anyone who has won a major promotion (being valued at \$500.00 or more) with the Sponsor within sixty (60) days prior to the end of the Promotion Period of this Contest is ineligible to enter into this Contest.
- 2.4 The Sponsor reserves the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof immediately upon the Sponsor requesting same shall result in disqualification from the Contest.

#### 3. TO ENTER

- 3.1 NO PURCHASE IS NECESSARY TO ENTER THIS CONTEST. To enter the Contest, complete the on-line Entry Form by providing the information indicated within the form including (your name, valid email address, and phone number (collectively referred to as an "**Entry**") and submit your Entry at the prior to 11:59 MDT p.m. on Wednesday, May 31, 2017. If you are eligible to participate, your Entry will be entered into the Contest and you and your nominee will be considered a participant in the Contest ("**Participant**").
- 3.2 In addition, the Entry Form will require you to confirm that you are over the age of majority in your province or territory of residence, or under the age of majority with the consent or permission of your parents/legal guardians.
- 3.3 The Sponsor reserves the right, in its sole and unfettered discretion, to disqualify at any time during the Contest any Entry that it believes: 1) may infringe on the rights of any third parties, 2) may be deemed inappropriate, lewd or offensive in any way, 3) is disparaging to the Sponsor, its affiliates or any other party, or 4) may be invalid or ineligible. The Sponsor does not endorse, encourage and is not liable for any harm or negligence on part of the creator in the creation of the Entry.
- 3.4 In the event of a dispute, all Entries will be deemed made by the authorized account holder of the e-mail address submitted on the Entry.
- 3.5 Nominee can only be entered into one category by nominator. Nominator can enter nominate multiple different nominees per category.

#### 4. USE OF ENTRIES

- 4.1 In consideration of entering into the Contest, each Participant: 1) grants to the Sponsor an irrevocable, perpetual, universe-wide, fully paid-up and royalty-free license to copy, excerpt, edit and repurpose all Entries which meet the specified requirements (including, without limitation, by means of digitizing or otherwise encoding all submitted Entries), and to use, re-use, publish, re-publish and otherwise exploit such Entries in whole or in part, individually or in conjunction with any photographs or images, in any and all

media now known or hereafter devised and for any purpose whatsoever, including, without limitation, for use in advertising, promotion and trade and on merchandise, throughout the universe and to use the name, likeness and photograph, as applicable, of each Participant in connection therewith if the Sponsor so chooses in its sole discretion without any additional compensation to any Participant, 2) waives all moral rights in and to the Entry, and 3) agrees to release and hold harmless the Sponsor and each of its respective agents, employees, directors, successors, and assigns from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action.

- 4.2 In consideration of entering into the Contest, each Participant acknowledges and agrees that the Photographer and Videographer owns the copyright to the photos taken pursuant to this Contest and that the Photographer has the right to use such photos and/or reproductions for display, publications, promotion and other purposes.
- 4.3 Each Participant agrees that he or she will not be compensated for submitting any Entries or for any use of an Entry by the Sponsor, Photographer or the Videographer.
- 4.4 Without limiting the generality of the foregoing, upon submitting an Entry, the Participant agrees that the Sponsor's use of the Entry may include publishing the Participant's full name, city of residence and photograph on one or more of the following:
- a. Website: [www.northlands.com](http://www.northlands.com) , [www.k-days.com](http://www.k-days.com)
  - b. Facebook Account: <https://www.facebook.com/Northlands>; <https://www.facebook.com/KDaysEdmonton>
  - c. Twitter Account: [www.twitter.com/northlands](http://www.twitter.com/northlands); <https://twitter.com/kdaysyeg>
  - d. Instagram
  - e. Press Releases.

## 5. PROMOTION PERIOD

- 5.1 The Contest period begins at 10 a.m. Mountain Standard Time on Thursday, May 4, 2017, and ends at 11:59 p.m. Mountain Standard Time on Wednesday, May 31, 2017 (the "**Promotion Period**"). Entries received by the Sponsor outside the Promotion Period shall be disqualified from eligibility for the Contest.

## 6. USE OF PERSONAL DATA

- 6.1 The Sponsor will be collecting personal information about Participants when they enter the Contest. Personal information will be used for administration of the Contest and for Contest marketing purposes as described in these Official Contest Rules. By participating in the Contest, Participants hereby agree that all personal information collected by the Sponsor may be used in accordance with and subject to the Northlands Privacy Policy located at <http://northlands.com/privacy-policy> (the "**Northlands Privacy Policy**"). The Sponsor may amend the Northlands Privacy Policy, at its sole discretion with no notice to Participants.

## 7. AGREEMENT TO OFFICIAL CONTEST RULES

- 7.1 Participation in the Contest constitutes the Participant's full and unconditional agreement to and acceptance of these Official Contest Rules and the Northlands Privacy Policy and willingness to be contacted by mail, email or telephone. If any provisions of these Official Contest Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

## 8. ENTRY CRITERIA

- 8.1 Participation in the Contest constitutes the Participant's full and unconditional agreement to comply with the following entry guidelines:
- a. Entries must fall within one of the four (4) identified categories listed below:

- Community Builder: This category is dedicated to the men and women who have taken significant steps to improve the vitality of our community.
- Community Mentor: This category recognizes someone who has gone above and beyond to mentor and support the growth and development of individuals in the community.
- Young Hero: This category is intended for anyone 17 or younger who has demonstrated a notable effort to better the community in ways that suggest a sense of philanthropy well beyond their years.
- Champion of the Underdog: This category recognizes people willing to defend the interests of underrepresented groups. For this category we're looking for someone who fights for the rights of these groups in our community.

b. To be entered:

- i. Nominee must be 18 years of age or older (with the exception of the Young Hero category in which case nominees must be 17 years of age or younger) In addition, the Entry Form will require you to confirm that you are over the age of majority in your province or territory of residence, or under the age of majority with the consent or permission of your parents/legal guardians
- ii. Nominee can be volunteer or professional who has gone above and beyond in their role
- iii. Nominee currently lives and has made a difference in the Capital Region
- iv. Nominee contribution must have been made between January 1, 2016 and May 31, 2017.
- v. Nominee must be available to attend the June 13, 2017 K-Days Media Launch as well as the July 21, 2017 K-Days Parade

c. To be accepted, entries must provide all the identified information indicated below:

a. Nominator Contact Information:

- Name:
- Phone Number:
- E-mail:

Contact Information of Local Hero Nominee:

- Name:
- Phone Number:
- E-mail:

Name of organization(s) or group(s) are this candidate's efforts are affiliated with?

Minimum one hundred (100) to maximum two hundred (200) word description of his/her nominee's efforts.

8.2 The Sponsor reserves the right, in its sole and absolute discretion, to disqualify at any time during the Contest any Entry, Nominee, or Potential Winner that does not comply with these requirements or that it believes may infringe on the rights of any third parties, or may be deemed inappropriate, lewd, defamatory, or offensive in any way.

## 9. SELECTION OF POTENTIAL WINNERS

9.1 All eligible nominees will be entered into the respective category. One Potential Winner in each of the four categories will be chosen by random draw of eligible nominees. The random draw will be conducted through computer random number generation of the eligible nominees.

9.2 The Potential Winners must comply with all terms and conditions set forth in these Official Contest Rules. Winning is contingent upon fulfilling all Conditions of Winning described in section 10 below.

9.3 Prior to June 1, 2017, the Potential Winners will be contacted by phone call.

9.4 If a Potential Winner cannot be contacted within twelve (12) hours via phone of the Sponsor randomly drawing the Potential Winner, or a Potential Winner is ineligible, or a Potential Winner does not sign the required documents within four (4) days of the Sponsor randomly selecting the Potential Winners, then such Potential Winner may be disqualified (and may be required to forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate potential winner from the remaining eligible Entries as a new Potential Winner.

## 10. CONDITIONS OF WINNING

10.1 Before being awarded the Prize, a Potential Winner may be required to, within four (4) days of the Sponsor randomly selecting the Potential Winners:

- a. Correctly answer, unaided, a time-limited skill-testing mathematical question, which may be administered by email;
- b. Confirm he/she will attend the June 13, 2017 K-Days Media Launch as well as the July 21 K-Days Parade;
- c. Sign and submit to the Sponsor a publicity release and a declaration, in a form and substance satisfactory to the Sponsor, confirming that he or she read, understood and accepted these rules and regulations and is eligible to participate in the Contest;
- d. Sign and submit to the Sponsor a release and indemnity agreement in a form and substance satisfactory to the Sponsor confirming, without limitation, that he or she:
  - i. understands that acceptance of the Prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death;
  - ii. nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Contest and winning the Prize; and
  - iii. releases and indemnifies the Sponsor, the City of Edmonton, their affiliates, and all of their councilors, directors, officers, employees, volunteers, contractors, agents and insurers, as well as their respective advertising and promotional agencies and any prize suppliers (collectively, the "Releasees") from any and all liability arising in connection with participation in the Contest and acceptance of the Prize, including, without limitation, any financial, legal or moral responsibility or loss or personal injury or damage to or loss of property suffered or incurred or arising from participating in the Contest or accepting the Prize, whether suffered by the winner, the Releasees or any other person or entity, or by their heirs, administrators, personal representatives or executors, and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees.

10.2 Upon receipt by the Sponsor of the required documents, the relevant Prize will be sent by Canada Post to the identified charity's or not-for profit organization's winner's address, unless other arrangements are mutually agreed between the winner and the Sponsor.

## 11. PRIZES

11.1 There are four (4) Prizes eligible to be won during the Promotion Period. The following Prizes will be awarded pursuant to these Official Contest Rules:

- a. Community Builder Honorary Parade Marshal: \$2000 Donation to registered charity or not-for-profit organization as chosen by category winner and four (4) K-Days Ride-All-Day passes for 2017 K-Days
- b. Community Mentor Honorary Parade Marshal: \$2000 Donation to registered charity or not-for-profit organization as chosen by category winner and four (4) K-Days Ride-All-Day passes for 2017 K-Days
- c. Young Hero Honorary Parade Marshal: \$2000 Donation to registered charity or not-for-profit organization as chosen by category winner and four (4) K-Days Ride-All-Day passes for 2017 K-Days

- d. Champion of the Underdog Honorary Parade Marshal: \$2000 Donation to registered charity or not-for-profit organization as chosen by category winner and four (4) K-Days Ride-All-Day passes for 2017 K-Days

11.2 The odds of winning the Prize will depend on the number of Entries received during the Promotion Period and the Sponsor's determination, at his or her discretion, of which Participants meet the Entry Criteria.

11.3 The Prizes are subject to the following restrictions:

- a. Any required federal, provincial and local taxes related to the Prize are the sole responsibility of the winner. The Prize itself and shipping to an address provided by the winner are the sole liability of the Sponsor. All other expenses are the winner's sole responsibility
- b. Prizes will be accepted as stated and no compensation will be offered as a substitution for the Prizes. Prizes are not transferable to any other person and no cash alternative will be offered.
- c. The Sponsor reserves the right to substitute the Prizes or any portion thereof for prizes of equal or greater value.
- d. A winner can only win one (1) of the four (4) Prizes.
- e. No compensation will be made if, for any reason, the K-Days Parade is cancelled.

## 12. SOCIAL MEDIA

12.1 This Contest is not sponsored, endorsed, administered by, or otherwise associated with Facebook, Twitter, or any other form of social media, in any way, shape or form. All information provided by Participants in connection with this Contest is being provided solely to the Sponsor and not to any other third party. By entering this Contest, Participants forever release and discharge, and agree to hold harmless, Facebook, Twitter, or any other form of social media, together with their respective subsidiaries and affiliates, for any and all claims, causes of actions, liabilities and damages whatsoever, without limitation.

## 13. GENERAL CONDITIONS

13.1 All decisions made by the Sponsor with respect to the Contest are final and binding. Any questions regarding the determination of winners will be decided in the sole and absolute discretion of the Sponsor.

13.2 The Contest is governed by the laws of Canada and the Province of Alberta and Participants in the Contest hereby consent to the exclusive jurisdiction of those laws for any causes or controversies arising out of the Contest. Each Participant waives any and all objections to jurisdiction and venue in these courts. All national, federal, provincial and local laws and regulations apply. The Official Contest Rules, or any portion thereof, shall be void, to the extent that same are prohibited. This Contest is not open to residents of Quebec.

13.3 Except where prohibited by law, the winner grants to the Sponsor and its advertising agencies the right to use and publish the winners' photo, proper name, likeness, voice, opinions, biographical information and city of residence in any media to promote the Sponsor or the Contest without additional compensation or permission.

13.4 For the purposes of this Section only, the "Sponsor" includes all of the following, or any combination thereof: Edmonton Northlands (a Part 9 Company under the *Companies Act*, R.S.A. 2000, c. C-21), Edmonton Northlands (an Agricultural Society under the *Agricultural Societies Act*, R.S.A. 2000, c. A-11), their subsidiaries, respective Boards and Board members, directors, officers, employees, agents, representatives, volunteers, insurers, heirs and assigns.

By entering the Contest, each Participant releases, defends, indemnifies and holds harmless the Sponsor and the City of Edmonton, their respective contractors and sub-contractors, from any and all actions, proceedings, claims, judicial review, demands, losses, debts, fines, penalties, costs and expenses (including but not limited to legal fees and expenses on a solicitor-and-his-own-client full indemnity basis) (collectively the "Losses"), that may be brought against or suffered by the Sponsor or the City of Edmonton (including their contractors and sub-contractors) or that the Sponsor or the City of Edmonton (including their

contractors and sub-contractors) may sustain, pay or incur (including any cost, liability or damage arising out of settlement entered into by the Participant on behalf of the Sponsor or the City of Edmonton (including their contractors and sub-contractors)) that are directly or indirectly relating to, resulting from or arising out of the Contest or the Prize, without limitation. This Section shall survive expiration or termination of this Agreement.

13.5 The Sponsor reserves the right to cancel or modify the Contest at any time if fraud or any other factor impairs the integrity of the Contest as determined by the Sponsor in the Sponsor's sole discretion. Further, the Official Contest Rules are subject to change without notice.

13.6 If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or of entry form fraud, or if technical difficulties compromise the integrity of the Contest, the Sponsor reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers with the entry process), and to cancel, terminate, modify or suspend the Contest, in whole or in part, at any time without notice.

13.7 In making the Prizes available to the winner(s), the Sponsor makes no representations or warranties whatsoever express or implied, oral or written, in respect of the Prizes.

13.8 The Sponsor is not responsible for any incorrect, inaccurate, illegible, incomplete, lost, late, damaged, destroyed, misdirected or unintelligible entries or information, which will be disqualified, or for failed, partial or garbled computer transmissions, whether caused by the Participant 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 processing of submissions in the Contest for reasons which are beyond the Sponsor's control. The Sponsor does not assume 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 for reasons which are beyond the Sponsor's control. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software or failure of email on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Participants or to any other person's computer related to or resulting from participating in the Contest except to the extent that any death or personal injury is caused by the negligence of the Sponsor.

13.9 CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.