

AUGUSTANA YOUTUBE CHANNEL CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY

- 1. CONTEST:** The Augustana YouTube Contest (the "Contest") is conducted by The Governors of the University of Alberta (the "University") and administered on behalf of the University by Augustana Campus – Student Academic Services ("Augustana"). This Contest is in no way sponsored, endorsed or administered by, or associated with YouTube. You are providing your information to the University and not to YouTube.
- 2. ELIGIBILITY:** To be eligible for the Contest (an "Eligible Entrant") you must be:
 - (a) Sixteen (16) years of age or older;
 - (b) A prospective University Augustana Campus student; and
 - (c) Have signed up for the Augustana Campus YouTube Channel.

You are not eligible for the Contest if you are a resident of Quebec or if you are an employee of Augustana, including a member of the immediate family (defined as mother, father, brothers, sisters, sons, daughters and husband or wife, regardless of where they reside) or household of any of the above persons, their respective affiliates, agents, licensors, associates, or representatives. All decisions regarding eligibility to enter this Contest will be determined by the University in its sole discretion. This Contest is void where prohibited by law.

- 3. NUMBER, APPROXIMATE VALUE OF PRIZES AND CHANCES OF WINNING:** There are twenty-three (23) prizes ("Prizes") available to be won during this Contest. The Prizes are described in paragraph 9 below. The chances of winning a Prize will depend on the number of Eligible Entrants received in accordance with these Official Rules during the Entry Period as defined herein.
- 4. CONTEST SCHEDULE:** The Contest commences on Wednesday, December 9, 2020 at 8:00 a.m. (Edmonton Time), and closes on Tuesday, May 25, 2021 at 9:30 a.m. (Edmonton Time) (the "Entry Period"). Entry Submissions must be received by Augustana before the Contest Closing Time, which is Tuesday, May 25, 2021 at 9:30 a.m. (Edmonton Time) (the "Contest Closing Time") to be eligible to win a Prize.
- 5. HOW TO ENTER:** No purchase is necessary to enter this Contest. To enter, the Eligible Entrants must subscribe to the Augustana Campus YouTube Channel ("Entry Submission"), before the Contest Closing Time.

Once submitted, all Entry Submissions become the property of University and will not be returned. All Entry Submissions will be reviewed, and any Entry Submissions which are deemed to be late, illegible, incomplete, inaccurate, inappropriate, offensive, plagiarized, subject to copyright or other intellectual property considerations, do not meet the Alberta *Freedom of Information and Protection of Privacy Act* ("FOIPP") or privacy considerations, as set out in paragraph 19 herein, and otherwise, or which are deemed to not enhance the reputation of the University will be disqualified. The determinations of whether an Entry Submission is illegible, incomplete, offensive, late, or deemed not to enhance the reputation of the University will be in the sole discretion of Augustana.

- 6. CONTEST DETAILS:** There will be a weekly draw every Tuesday during the Contest Entry Period, commencing Tuesday, December 15, 2020 at 9:30 a.m. (Edmonton Time). The Eligible Entrants whose Entry Submissions are drawn at random every week and have complied with these Official Rules, including without limitation the provisions of paragraph 8 will be declared the Winners. Eligible Entrants are only able to win one (1) Prize during this Contest period.

If necessary, should the Prizes be unclaimed, or should the Winners be unwilling, unable or ineligible to win the Prizes as set out in these Official Rules, the Prizes will be forfeited and University shall have the right, but not the obligation, to draw, as replacements only, an additional prize winner. All participants (including without limitation the Eligible Entrants and Winners) must comply with these Official Rules. No communication with Eligible Entrants will be entered into except with the Winners, which will be selected in accordance with these Official Rules. All matters related to the Contest and the verification of the eligibility of the Eligible Entrants and Winners will be conducted by the University, or by persons designated by the University in its sole and absolute discretion. All decisions made by the University in this regard are final and binding and cannot be challenged.

- 7. NOTIFICATION:** The University will contact all winners via YouTube message to the subscriber every Tuesday during the Contest period, commencing Tuesday, December 15, 2020 by 10:00 a.m. (Edmonton Time), at which time the Winners will be asked the skill-testing question to obtain their Prize. If a Winner does not respond or does not complete the skill-testing question by the following Tuesday, the Prize will be forfeited and the University may draw, as replacements only, additional Entry Submissions.

8. DECLARATION OF WINNERS: The Eligible Entrants will not be declared Winners in accordance with paragraph 6 unless and until:

- (a) The University has determined that such entrants are Eligible Entrants pursuant to these Official Rules; and
- (b) The Eligible Entrants correctly answer a time limited skill-testing question as provided for in these Official Rules.

Once this verification takes place, the Eligible Entrants will be declared Winners. The Prizes set forth in paragraph 9 will be shipped to the Winners at addresses provided to the University by the Winners.

9. PRIZES: There are twenty-three (23) Prizes in this Contest, each being a t-shirt, and each having a value of \$15.00 (CDN), with one Prize awarded each week of the Contest period.

10. SKILL TESTING QUESTION: To win one of the Prizes, the Eligible Entrants must correctly answer unaided, the mathematical, time-limited, skill-testing question as follows: $60 \text{ multiplied by } 4 \text{ minus } 15 = \underline{\hspace{2cm}}$ prior to being declared a Winner.

11. CONTEST MODIFICATION OR CANCELLATION: The University reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify, amend, suspend or extend the Contest in any way, if it determines, in its sole discretion, that the Contest is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including without limitation, computer viruses, glitches or printing or production errors) have destroyed or severely undermined the proper conduct, integrity, and/or feasibility of the Contest. In the event the University is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man made epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, riot or civil disturbance, terrorist threat or activity, war or any federal, provincial or local government law, order, or regulation, public health crisis, the order of any court or jurisdiction, or by any other cause not reasonably within the University's control (each a "Force Majeure" event), then subject to any governmental approval which may be required, the University shall have the right to modify, suspend, extend or terminate the Contest.

12. PARTICIPATION: Participation in this Contest constitutes an agreement by each participant to comply with these Official Rules.

13. DISQUALIFICATION: It is the participant's responsibility to ensure that he/she has complied in full with all of the conditions and requirements contained in these Official Rules. If any Eligible Entrant or Entry Submission is found to be ineligible, or if an Eligible Entrant has not complied with these Official Rules or declines a Prize, for any reason prior to award, such Eligible Entrant or Entry Submission will be disqualified and, in the University's sole discretion, an alternate winner may be selected. No mechanically reproduced, illegible, incomplete, forged, software generated or other automated multiple entries will be accepted. The University reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering or attempting to tamper with the entry process or the operation of the Contest, to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of this Contest, or to annoy, abuse, threaten or harass any other person.

14. RELEASE AND INDEMNIFICATION: By entering the Contest, each participant: (a) releases and agrees to hold the University and its respective directors, officers, employees and agents harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, bodily injury and property damage, or any other damage or loss, due in whole or in part, directly or indirectly, to participate in this Contest, any Contest related activity, or from acceptance, possession, use or misuse of any Prize or participation in any Prize related activity; and (b) agrees to fully indemnify the University and its respective directors, officers, employees and agents from any and all claims on the part of any third party or parties related in any way and for any reason to the Contest or to the Prizes, including, without limitation, death, and personal or property damage or injury.

15. LIMITATION OF LIABILITY: The University assumes no responsibility or liability for incorrect, damaged, illegible, incomplete, mutilated, spoiled, destroyed, stolen, misplaced, lost, late, misdirected or incomplete Entry Submissions, which may be judged void, any notifications, responses, replies, or for any computer, telephone, hardware, software or technical malfunctions that may occur. The University assumes no responsibility for any theft or destruction or unauthorized access to, or alteration of, Entry Submissions. The University is not responsible for any injury or damage to participants in this Contest.

16. PUBLICITY RELEASE: By entering this Contest, each participant who submits an Entry Submission, hereby agrees and grants to the University, without further compensation, the unrestricted rights, but not the obligation, to use the entirety of the Entry Submission, as set out in these official rules and otherwise, and to use his/her name, picture, portrait, likeness, voice, along with his/her address (City and Province) and any statements made by or attributed to such Eligible Entrants, or other individuals associated with an Entry Submission, in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe, and for educational, advertising and promotional purposes in connection with the

Contest, and any other promotions and programs, whatsoever, without further notice or compensation and hereby releases the University from any liability with respect thereto.

- 17. OFFICIAL RULES AND LAWS:** These are the official rules (the “Official Rules”). This Contest is governed by and construed and enforced in accordance with the laws of the Province of Alberta and federal laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the courts of the Province of Alberta. These Contest 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 the University. These Official Rules, as amended from time to time, will be posted at: <https://www.ualberta.ca/augustana/programs/futurestudents.html>.
- 18. CONSTRUCTION:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained in these Official Rules. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the University. Employees of the University are not authorized to modify, amend or waive these Contest Rules.
- 19. PRIVACY:** The personal information requested pursuant to these Official Rules is collected, used and disclosed under the authority of the Alberta *Freedom of Information and Protection of Privacy Act* (“*FOIPP*”) and will be protected in accordance with Part 2 of that Act. It will be collected, used and disclosed for the purpose of administration of the Contest. All personal information collected for the purposes of administration of the Contest will be retained for two (2) years from the closing of the Contest. Direct any questions about this collection, use or disclosure to: Lucas Hudec at augustana@ualberta.ca.