## STUDENT EXPERIENCE ACTION PLAN WINTER 2024 SURVEY CONTEST

## **CONTEST RULES**

## **NO PURCHASE NECESSARY**

- 1. CONTEST: The Student Experience Action Plan Winter 2024 Survey Contest (the "Contest") is conducted by The Governors of the University of Alberta ("University") and administered on behalf of the University by the Student Experience Action Plan ("SEAP") in the Office of the Deputy Provost, Students and Enrolment. The survey and contest is to help determine the SEAP's fidelity and to assess the ever-changing needs of students in 2024. The purpose of the contest is to provide an incentive for students to take time to complete the survey, in accordance with the eligibility criteria as set out in these Contest Rules.
- 2. **ELIGIBILITY:** To be eligible for the Contest (an "Eligible Entrant") you must be:
  - a. Eighteen (18) years of age or older; and
  - b. A University student who has completed the survey focused on their student experience.

You are not eligible for the Contest if you are a resident of Quebec. Also, you are not eligible if you are an employee of the Deputy Provost, Students and Enrolment, 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 and the Entry Forms will be determined by the University its sole discretion. This Contest is void where prohibited by law.

- 3. NUMBER, APPROXIMATE VALUE OF PRIZE AND CHANCES OF WINNING: There are thirty (30) prizes available to be won in this Contest (the "Prize"; collectively "Prizes"). 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 Contest Rules during the Entry Period as defined herein.
- 4. CONTEST SCHEDULE: This Contest commences on Tuesday, March 19, 2024 at 9:00 a.m. (Edmonton time) and closes on Friday, April 19, 2024 at 4:00 p.m. (Edmonton time) (the "Entry Period"). Entry Forms must be received by the University before the contest closing time, which is Friday, April 19, 2024 at 4:00 p.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 following rules apply:
  - a. University students that complete the SEAP Winter 2024 Survey will be offered the option to enter the Contest. If a student clicks "yes", they will be directed to complete a form to provide their name and email address (the "Entry Form") to be entered into the Contest.
  - b. Eligible Entrants may only enter the Contest once.

Once submitted, all Entry Forms become the property of the University and will not be returned. All Entry Forms will be reviewed, and any Entry Forms 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 determination of whether an Entry Form is illegible, incomplete, offensive, late, or deemed not to enhance the reputation of the University will be in the sole discretion of the University.

6. PRIZE DRAW DETAILS: The Contest draws will take place on Friday, April 26, 2024 at 1:00 p.m. (Edmonton Time). The Eligible Entrants who's Entry Form is drawn at random and has complied with these Contest Rules, including without limitation the provisions of paragraph 8 will be declared the Winners. If necessary, should a Prize be unclaimed, or should a Winner be unwilling, unable or ineligible to win a Prize as set out in these Contest Rules, the Prize will be forfeited and the University shall have the right, but not the obligation, to draw, as replacements only, additional prize winner(s). All participants (including without limitation Eligible Entrants and Winners) must comply with these Contest Rules. The determination of the Winner by the University is final and binding. No communication with Eligible Entrants will be entered into except with the Winners, which will be selected in accordance with these Contest Rules. All matters related to the Contest draws 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 notify the Winners via the email address supplied by the Eligible Entrants on the Entry Forms on Tuesday, April 30, 2024 at 1:00 p.m. (Edmonton time). If the Winners do not contact the University by Friday, May 24, 2024 at 1:00 p.m. (Edmonton time), the University shall have the right, but not the obligation, to select an alternative Winner(s).
- 8. **DECLARATION OF WINNER:** An Eligible Entrant will not be declared a winner in accordance with these Contest Rules unless and until:
  - a. The University has determined that the winner is an Eligible Entrant pursuant to these Contest Rules; and
  - b. The Eligible Entrant correctly answers a skill-testing question as set out in these Contest Rules.

Once these requirements have taken place, the Eligible Entrant will be declared the winner (the "Winner").

- **9. PRIZE:** There will be thirty (30) Prizes in total, being:
  - a. Ten (10) Amazon Gift Cards, each in the amount of \$250.00 CDN; and
  - b. Twenty (20) Amazon Gift Cards, each in the amount of \$50.00 CDN.

The first ten (10) Winners will each be awarded an Amazon Gift Card, in the amount of \$250.00 CDN, and the remaining twenty (20) Winners will each be awarded an Amazon Gift Card, in the amount of \$50.00 CDN.

The Prizes are not transferable and must be accepted as awarded with no substitutions, except at the University's sole discretion. The University reserves the right to substitute a Prize of equivalent monetary value if the University is unable to award a Prize as described. The University will not be responsible; however, if factors beyond the University's reasonable control prevents a Prize from being fulfilled. In any such event, the Winners will not be provided with a substitute prize or cash equivalent. The Prizes are to be picked up by the verified Winners at the SEAP Office located at 5-02 Cameron Library, 11231 Saskatchewan Drive NW, Edmonton, AB.

- **10. SKILL TESTING QUESTION:** To win a Prize, the Eligible Entrants must correctly answer unaided, the mathematical, time-limited, skill-testing question as follows: 70 multiplied by 3 divided by 2 = \_\_\_\_\_ prior to being declared a Winner.
- 11. CONTEST MODIFICATION OR CANCELLATION: The University reserves the right, without prior notice and at any time, to delay, or terminate the Contest, in whole or in part, or modify, suspend, amend or extend the Contest in any way, in its sole discretion including without limitation if the University determines that the Contest is not practicable or 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 manmade 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 Contest 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 Contest Rules. If any Eligible Entrant or Entry Form is found to be ineligible, or if an Eligible Entrant has not complied with these Contest Rules or declines the Prize for any reason prior to award, such Eligible Entrant or Entry Form 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 Contest 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 participation 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 the Prize 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 Forms, 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 Forms. 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 Form, hereby agrees and grants to the University, without further compensation, the unrestricted rights, but not the obligation, to use the entirety of the Entry Form, 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 Form, 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. CONTEST RULES AND LAWS: These are the official Contest rules (the "Contest 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. In the event a court determines that this Choice of Law clause is invalid or unenforceable as against an Entry Form, such Entry Form will be void. 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 Contest Rules, as amended from time to time, will be posted on the SEAP Webpage at: uab.ca/seap.
- 18. CONSTRUCTION: Words importing the singular shall include the plural and vice versa. The invalidity or unenforceability of any provision of these Contest 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 Contest 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 Contest Rules. Headings and captions are used in these Contest Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Contest Rules or any provision hereof. These Contest 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 Contest 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: Serena Manansala Yabut at <a href="mailto:yabut@ualberta.ca">yabut@ualberta.ca</a> or 780-914-5328.