



## Calgary Zoo's October 2018 Membership Renewal Contest

### Official Rules

THE FOLLOWING CONTEST IS INTENDED FOR PLAY IN CANADA ONLY (EXCLUDING QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO CANADIAN LAW. ENTRANTS MUST BE CANADIAN RESIDENTS. VOID WHERE PROHIBITED BY LAW.

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

#### **1. HOW TO PARTICIPATE**

1.1 GENERAL: Participation in the "Calgary Zoo's October Membership Renewal Contest" (the "Contest") constitutes full and unconditional agreement and acceptance of these Contest rules ("Official Rules"), the current Calgary Zoo's [privacy statement](#) and any additional terms and conditions specific to the Contest communicated by Sponsor (or its authorized representatives). By entering, each entrant (each an "Entrant" and collectively "Entrants") agrees to be bound by the decisions of the Sponsor, which are final on all matters relating to the Contest. No purchase necessary to enter or win. Contest void where prohibited by law.

1.2 SPONSOR: The Sponsor of the Contest is the Calgary Zoo, 1300 Zoo Road NE, Calgary, AB T2E 7V6 (the "Sponsor"). Administration of the Contest will be supported by Edelman (also referred to as the Sponsor for the purposes of these Official Rules) on behalf of the Calgary Zoo.

1.3 CONTEST PERIOD: The Contest period starts at 12:01 AM Mountain Standard Time ("MST") on Monday, October 1, 2018 and ends at 11:59 p.m. MST on Wednesday October 31, 2018 (the "Contest Period").

**Limit of one entry (each an "Entry") per person during the Contest Period.** Only one Entry will be counted if an Entrant attempts to enter more than once during the Contest Period.

1.4 ELIGIBILITY: The Contest is open to legal residents of Canada (**except Quebec**) who have reached the age of majority at the time of entry in their respective province or territory of legal residence and a) who renew a membership on-site or online, or b) submit a mail in entry. Each renewed membership will count as one entry into the contest.

Employees, directors, officers and retirees of either of the Sponsor and its affiliates, subsidiaries, divisions, franchisees, participating retailers, participating advertising and promotional agencies including Edelman and Southcentre Mall, and their immediate family members (spouse, parents, children, siblings (including foster and step-relations), and their respective spouses), and individuals residing in their household regardless of whether they are related, are not eligible to enter. For the

purposes of determining whether he or she is eligible to enter the Contest, an Entrant may be asked if he or she is affiliated with the Sponsor.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant should such an Entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

Entrants understand that personal information is being provided to the Sponsor and its affiliates. The information provided will only be used for the administration of the Contest. Delta Hotels by Marriot, National Music Centre and the Calgary tower are released of all liability by each Entrant in the Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Delta Hotels by Marriot, National Music Centre or the Calgary tower.

1.5 HOW TO PARTICIPATE: To participate in the Contest, Entrants must submit a valid Entry

1. To submit a valid Entry:

(a) Complete one of the following:

- Renew an existing membership through the Calgary Zoo website: <https://www.calgaryzoo.com/support-us/renew-upgrade>, or renew a membership at the Calgary Zoo.

For entry without purchase, please send a letter to the address below and include your name, address, telephone number and email address on a piece of paper. Please write "Calgary Zoo's October Membership Renewal Contest" on the envelope. Mail in entries should be sent to the following address:

Calgary Zoo  
Attn: Marketing Department  
1300 Zoo Road NE  
Calgary, AB  
T2E 7V6

- (b) an Entry must be submitted during the Contest Period (the Contest database clock will be the official timekeeper for the Contest).
- (c) an Entry cannot violate the rights of any third party, including, but not limited to copyright. For example, an Entry must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights.
- (d) an Entry cannot contain any indecent, lewd, explicit or offensive content, as determined by the Sponsor in its sole discretion.
- (e) an Entry cannot be false, inaccurate or misleading.
- (f) an Entry cannot violate any laws or regulation.
- (g) an Entry cannot be libelous, threatening or harassing.
- (h) an Entry cannot instigate others to commit illegal activities or violate human rights.
- (i) an Entry cannot contain any viruses, worms, or other interfering computer programming (including spamming or phishing).

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 Official Rules, for example, but not

limited to, creating multiple email addresses to enter, shall be deemed as tampering and may lead to the disqualification from participation in the Contest and/or receipt of the Contest Prize, and shall preclude such Entrants from participating in future contest and promotions, at the sole discretion of the Sponsors. If disqualification results after Contest Prize award, Contest Prize must be returned in full immediately upon request of Sponsor. 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 outlined in these Official Rules will be judged void. All Entries become the property of the Sponsor upon receipt and none will be returned.

If a dispute results as to the identity of an Entrant, it will be determined that the eligible Entrant is the authorized individual listed in the entry process, as determined solely by the Sponsor.

The potential winner is subject to determination of eligibility and verification before any Contest Prize will be awarded.

## **2. CONTEST PRIZE**

2.1 PRIZE/APPROXIMATE RETAIL VALUE/ODDS OF WINNING: There will be two (2) prize awarded (the "Contest Prize") which shall consist of one (1) CAD\$500 package including a one-night stay at Delta Hotels by Marriot, National Music Centre tickets and Calgary tower tickets. and (1) prize of an automatic renewal on one membership. The approximate retail value of the Contest Prizes are CAD\$644. Credit from Delta Hotels by Marriot, National Music Centre tickets, Calgary tower tickets and the Calgary Zoo membership is awarded in Canadian dollars. The Contest Prize is not redeemable for cash. Odds of winning will depend on the total number of eligible Entries received.

2.2 PRIZE TERMS AND CONDITIONS: Use and redemption of credit from Delta Hotels by Marriot, National Music Centre tickets and Calgary tower tickets is subject to separate terms and conditions of the issuer.

The Contest Prize must be accepted as awarded and cannot be exchanged or redeemed for cash. No transfer, assignment or substitution of the Contest Prize (in whole or in part), except Sponsors reserve the absolute right to substitute a Contest Prize of comparable value. All federal, provincial and local taxes, and any ancillary charges, fees or costs associated with acceptance, use or redemption of the Contest Prize, if any, are the sole responsibility of the confirmed Contest Prize winner (the "Contest Prize Winner"). Any Contest Prize pictured in advertising or promotional materials is for illustrative purposes only and may not be the actual Contest Prize awarded.

The Contest Prize Winners will receive no further compensation or credit for use of their Entry other than awarding of the Contest Prize. The Sponsor shall have no further obligation to the Contest Prize Winners and their Entry other than that outlined in these Rules. Allow six (6) to eight (8) weeks for delivery of the Contest Prize. Contest Prizes are not transferable.

## **3. SELECTION OF POTENTIAL CONTEST WINNER**

The selection of the potential Contest winners (the "Potential Contest Winners") will take place by November 9, 2018 accordingly:

- (a) The Potential Contest Winners will be randomly selected by a representative of Sponsor from among the pool of eligible Entries received during the Contest Period. All renewed memberships will be automatically entered to win. Each renewed membership constitutes one entry.
- (b) Once randomly selected, the Potential Contest Winners will be notified via email or phone by the Sponsors or their representatives. To remain eligible to win, the Potential Contest Winners must respond via email or phone to the Sponsors or their representatives before 11:59 pm, MST, November 30, 2018 with the information requested for Contest Prize fulfillment purposes. If the Potential Contest Winners do not respond to the notification by the stated date and time, that Entrant will be disqualified and will forfeit his/her right to the Prize. In such case, an alternate potential Prize winner will be randomly selected. The Sponsor is not responsible for incorrect and/or outdated contact information provided on an Entry or by a Potential Contest Winner, or for late, lost, incomplete, illegible, damaged or misdirected communications during the notification process.
- (c) The Potential Contest Winner must sign and return a release and privacy/publicity consent (the "Release") in the form provided by Sponsor and return the Release via email within seven (7) days after the Release was provided to them.
- (d) The Potential Contest Winner must correctly answer, within a limited time period, unaided, a mathematical skill-testing question.

Sponsor will deliver the Contest Prize to the Contest Prize Winners via mail within six (6) to eight (8) weeks after the Release has been returned to the Sponsor and all other eligibility requirements have been met.

The process of randomly drawing Potential Contest Winners can be repeated as many times as necessary to select Potential Contest Winners that meets the eligibility requirements and otherwise complies with these Official Rules.

The Potential Contest Winners may be required to provide the Sponsor with government issued, legal proof of identification, for all details associated with the winning Entry.

Acceptance of a Contest Prize constitutes permission for Sponsor and its agencies to use the Contest Prize Winner's persona, name, biographical information, opinions, voice, photograph and/or likeness for advertising and promotional purposes in any and all media now known or hereinafter developed throughout the world in perpetuity, without additional compensation, review, notification or permission, unless prohibited by law.

#### **4. DECLARATION OF WINNERS AND AWARDING OF PRIZES**

A Potential Contest Winner is not a Contest Prize Winner unless and until Potential Contest Winner's eligibility has been verified and Potential Contest Winner has been notified that verification is complete and any necessary documentation has been properly submitted to Sponsor or its authorized representatives. In order to be declared a Contest Prize Winner and receive a Contest Prize, Potential Contest Winner must meet the following conditions:

- a) verify all contest eligibility requirements and be in full compliance with the Official Rules; and
- b) sign and return the Release within the time stipulated; and
- c) correctly answer, within a limited time period, unaided, a mathematical skill-testing question; and
- d) accept the Contest Prize as awarded.

The Sponsor may require Potential Contest Winners to verify eligibility and may, in its sole discretion, disqualify any Potential Contest Winner that cannot verify all Contest eligibility requirements. Once the requirements of these official rules have been met, the relevant Contest Prize shall be immediately awarded to the confirmed winner.

If a Potential Contest Winner is disqualified or forfeits a Contest Prize, a new Potential Contest Winner will be randomly selected.

Only the Contest Prize stated herein will be awarded. In no event will Sponsor be responsible for awarding more than the stated number of Contest Prizes. In the event that technological, programming, or other errors cause more than the stated number of Contest Prizes, as indicated in these Official Rules, to be sent as notifications, distributed, claimed or received for any Contest Prize, Sponsor reserves the right, at its sole discretion, to award only the Contest Prizes stated herein by random drawing among all eligible non-suspect claimants. Contest Prize awards are subject to verification of eligibility, and compliance with these Official Rules.

## **5. INTELLECTUAL PROPERTY**

All Entrants acknowledge and agree that by entering the Contest, Entries are submitted on a non-confidential basis. Entrants further grant the Sponsor its respective affiliates and agents (including Edelman) (collectively "Licensees") a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, modify, edit, adapt, publish, translate, create derivative works from and, distribute the Entries into any form, medium or technology. The foregoing shall include the right, to use them or parts thereof for any advertising, promotional and/or recruiting purposes.

Licensees shall not be required to designate Entrants as the creators of Entries submitted in the Contest. Entries and all information contained therein become the property of the Sponsors once submitted and will not be returned.

## **6. GENERAL RULES**

6.1 INDEMNIFICATION: The Contest Prize Winner agrees, by accepting a Contest Prize, and each Entrant agrees, by entering or participating in the Contest, to release, discharge, indemnify and hold harmless Sponsor, and its parent companies, subsidiaries, affiliates, distributors, retailers, web development companies, advertising and promotional agencies, Contest Prize suppliers (including but not limited to Banff Adventures) and any other individuals or legal entities participating in the design, administration or fulfillment of this Contest and their respective officers, directors, employees and agents (collectively "Released Parties") from and against any and all liability for any threatened or actual injuries, loss, or damage of any kind to person, including death or disability, and property, arising in whole or in part, directly or indirectly, from participation in this Contest or acceptance, possession, use, or misuse of a Contest Prize, participation in any Contest-related activity or inability to participate in parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, intellectual property infringement, violation of the rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, and whether or not caused in whole or in part by the negligence of one or more of the Released Parties. Entrants covenant not to sue any Released Party or cause them to be sued regarding any matter released above;

and further covenant not to disaffirm, limit, or rescind this release. A waiver by Sponsor of any term in these Official Rules does not constitute a waiver of any other provision.

**6.2 LIMITATION OF LIABILITY:** In no event will the Released Parties be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential, or punitive damages arising out of this Contest. Without limiting the foregoing, Sponsor has not made, and Sponsor is not responsible in any manner for, any warranties, representations or guarantees, express or implied, in fact or law, relating to the Contest Prize, including but not limited to, mechanical condition, merchantability, fitness for a particular purpose, or non-infringement. The Sponsor accepts no responsibility for loss, damage or claims caused by or resulting from the Contest or acceptance of the Contest Prize. The Sponsor will not be responsible for lost, falsified or destroyed Entries, nor for a failure of any potential winner to contact Sponsor, for any reason whatsoever, within the time frame outlined in Section 3, and all such Entries are void. Entries that have been falsified, tampered with or altered are void. The Sponsor does not assume any responsibility for technical malfunctions, human or technical error, printing errors, administration of the Contest, lost or stolen Entries or transmissions, interruption, defect or failures of any computer lines or networks, computer equipment, software or any combination thereof which may impede an Entrant from being declared a winner and Sponsor does not assume any responsibility for a failure or delay by the Potential Contest winner to identify him or herself as required by Section 3. In the event it is determined that an entrant or Potential Contest Winner has obtained an Entry in a fashion not sanctioned by these Official Rules, the Entrant or Potential Contest Winner will be disqualified.

The Sponsor reserves the right, to terminate or suspend all or part of this Contest or to amend the Official Rules 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, the Sponsor reserves the right to in its sole discretion to amend, modify, suspend or cancel any of all aspects of the Contest, and Sponsor reserves the right but not the obligation to select a potential contest winner from among all eligible entries received prior to such date, or as otherwise deemed equitable as determined by Sponsor. The Sponsor shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest. Sponsors further reserve the right to disqualify any individual it suspects, in its sole discretion, to be tampering with the entry process or the operation of the Contest, to be cheating, or acting in a non-sportsmanlike or disruptive manner.

Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof.

**6.3 GRANT OF LICENSE:** All Entrants acknowledge and agree that by entering the Contest, they give permission to the Sponsor and to the administrator, Edelman, to use their names, likenesses, digital images, voices, place or residence and/or statement about the Contest for advertising and publicity purposes, in any media without further compensation, to the extent permitted by applicable law.

**6.4 INFORMATION:** Entrants acknowledge and agree that, by entering the Contest, they consent to the Sponsor's collection, use and disclosure of their person information for the purpose of administering the Contest, announcing the Contest Prize Winner and for internal analysis of participant demographics for future marketing. Neither the Sponsor nor its affiliates will share this information with any third parties,

except as necessary for the administration of the Contest. The Sponsor will not attempt to contact the Entrant for any other purpose than to administer the Contest unless the Entrant has opted-in to receive relevant product-related email communications from the Sponsor. The Sponsor respects the privacy of Entrants who participate in the Contest. Please read the Calgary Zoo Privacy Policy carefully so that Entrants can understand how personal information is collected, used and disclosed. The Privacy Policy can be found here: <https://www.calgaryzoo.com/privacy-policy>.

**6.5 LEGAL JURISDICTION:** By entering the Contest, each Entrant agrees (i) that any and all disputes, claims and causes of action arising out of or connected with the Contest or any Contest Prize award shall be resolved in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, and (ii) to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta over any claim or matter arising under or in connection with the Contest or these Official Rules.

**6.6 AMENDMENT OR TERMINATION:** The Sponsor reserves the right to terminate or suspend the Contest or to amend these Official Rules at any time and in any way, without prior notice.