

TERMS AND CONDITIONS

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTESTS AND GIVEAWAYS (EACH A “**CONTEST**” AND COLLECTIVELY THE “**CONTESTS**”) ADMINISTERED BY THEATRE CALGARY. THE CONTESTS ARE INTENDED TO BE CONDUCTED IN THE PROVINCE OF ALBERTA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTESTS CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY. To be eligible to enter a Contest, an individual must:

- (a) be a legal resident of, and the age of majority in, the province of Alberta;
- (b) if applicable, be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest; and
- (c) if applicable, have a valid Facebook, Twitter or Instagram account at the time of entry.

Employees, officers, directors and volunteers of THEATRE CALGARY (the “**Company**”), related advertising and promotional agencies, and any Contest prize providers (all such entities being individually and collectively referred to hereafter as the “**Sponsors**”), and/or a household member of any of the above are not eligible to enter or participate in the Contests unless otherwise specified by the Sponsors.

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

2. CONTEST PERIODS. Each Contest entry period (each a “**Contest Period**”) shall start and end as announced by the Company in whatever public platform it chooses after which time the Contest will be closed and no other entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter or win a Contest. To enter without purchase send an entry indicating your full legal name, your mailing address and contact phone number via mail to Contest Entry c/o Theatre Calgary at 220 9th Avenue, Calgary T2G 5C4. Entries that are incomplete, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Contest rules shall be disqualified.
- (b) Limit of one (1) entry per person per Contest Period, unless otherwise indicated. In the case of multiple entries, only the first eligible entry will be considered and the remainder will be void.
- (c) All entries, including, if applicable, any story and/or photograph submitted in connection with the Contest entry (the “**Work**”) whether digitally or in physical form, will become the sole property of the Sponsors and will not be returned for any reason. Entries must be received prior to the indicated Contest Period entry deadline. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.

- (d) If Work has been submitted by an entrant in connection with the Contest, each entrant agrees that the Sponsors may post the Work on Sponsor owned or controlled websites and/or social media platforms. Each entrant further represents and warrants that: (i) the Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Work as contemplated by these Contest Rules; and (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party.
- (e) When entries are received online, they shall be deemed to be submitted by the authorized account holder of the e-mail address, Facebook, Instagram or Twitter account associated with the entry, as applicable. For the purposes of these Contest Rules, "authorized account holder" of an e-mail address, Facebook, Instagram or Twitter account is defined as the natural person who is assigned to an e-mail address, Facebook, Instagram or Twitter account by an Internet access provider, on-line service provider, Facebook, Instagram, Twitter or other organization responsible for assigning e-mail addresses, Facebook, Instagram or Twitter accounts for the domain or account associated with the submitted e-mail address, Facebook, Instagram or Twitter account. Each selected entrant may be required to provide Theatre Calgary with proof that the selected entrant is the authorized account holder of the e-mail address, Facebook, Instagram or Twitter account associated with the winning entry.

4. PRIZES.

- (a) Each Contest prize shall have an approximate retail value between one Canadian dollar (CDN \$1.00) and one thousand Canadian dollars (CDN \$1,000.00) and shall be announced and described on the Program, Facebook, Instagram, Twitter and/or the Contest Website at the beginning of each Contest Period. Winners shall not be entitled to receive the difference between the actual prize value and the approximate prize value.
- (b) Winners will be contacted by the Sponsors with instructions on how to claim the prize.
- (c) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a prize will be forfeited and have no cash value. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.
- (d) The Sponsors shall not assume any liability for lost, damaged or misdirected prizes.
- (e) In the case of performance tickets, if an event is cancelled for any reason whatsoever, the prize and any prize portions shall be deemed fulfilled and such prize or prize portions will not be substituted, except in the sole discretion of the Sponsors.
- (f) In the case of any third party event tickets, gift cards or gift certificates, the terms by which the event tickets, gift cards or gift certificates may be redeemed are governed by the applicable retailer or service provider. Theatre Calgary is not responsible for administering or ensuring compliance with the terms and conditions of the event tickets, gift cards or gift certificates of any unrelated third parties.

5. PRIZE CONDITIONS.

- (a) All incidental costs and expenses not specifically referred to herein as part of the prize description (the "**Expenses**") are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from the Sponsors.

6. WINNER SELECTION.

- (a) Following the end of the applicable Contest Period, Theatre Calgary will select one (1) entrant (or more, if applicable, based on the number of prizes available to be won) by a random draw from all eligible entries received during the Contest Period, unless otherwise indicated. Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the Contest. Any remaining entries will not be carried over for entry in the next Contest.
- (b) Before being declared a winner, the selected entrant(s) shall be required to 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, to comply with these Contest Rules and may be required to sign and return the Release (described below).
- (c) If the selected entrant does not respond within two (2) business days of notification, he/she will be disqualified and will not receive a prize and another entrant may be selected (as determined by Theatre Calgary in its sole discretion) until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- (d) If, as a result of an error relating to the entry process, drawing or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.

7. **RELEASE.** Winners (and if applicable, any guest of the winner) may be required to execute a legal agreement and release ("**Release**") that confirms his or her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of the Sponsors, if applicable, Facebook, Instagram and Twitter, and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right to produce, reproduce, convert, publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use or re-use the submitted Work, his or her name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest. The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected individual(s) will be disqualified and any rights he or she may have to the prize will be forfeited.

8. **INDEMNIFICATION BY ENTRANT.** By entering a Contest, each entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants or any other person, including personal injury, exposure to the COVID-19 virus, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

9. **RIGHTS CLEARANCE.** By providing the Work to the Sponsors in connection with the Contest (if applicable), each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive licence to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the

date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. The Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsors that the Work does not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

10. **LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users 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 administration of the Contest. The Sponsors assume no 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. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsors are not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website.
11. **CONDUCT.** By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any the Sponsor's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations, including but not limited to any COVID-19 requirements in force. The Sponsors reserve the right to remove from any prize-related locations, any winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such winner and/or guest.
12. **PRIVACY / USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her personal information provided when he/she enters the Contest and the Work (if applicable) (collectively the "**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the winners and coordinating the provision of the Contest prize; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of the Sponsors in connection with any of the activities listed in (i) and/or (ii) above.
- (b) Theatre Calgary will use each entrant's Personal Information only for identified purposes, and protect each entrant's Personal Information in a manner that is consistent with applicable privacy laws.
13. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
14. **TERMINATION.** Theatre Calgary reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
15. **LAW.** These are the official Contest Rules. The Contests are subject to applicable federal, provincial and municipal laws and regulations. The 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 Sponsors and/or the Contests. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contests shall be governed by and construed in accordance with the laws of the province of Alberta including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
16. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
17. **SOCIAL MEDIA.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook, Instagram and/or Twitter. Any personal information provided in connection with the Contest is being provided to Theatre Calgary and not to Facebook, Instagram and/or Twitter. Any questions or comments regarding a Contest must be directed to Theatre Calgary and not to any of the social media platforms on which the Contest may have been advertised or administered.