

# 12 DAYS OF CHRISTMAS IN CROSSINGS – Rules and Conditions

## CONTEST RULES

**1.** The “12 Days of Crossings” contest is held by Lethbridge Land, a division of the City of Lethbridge on the Crossings Lethbridge Facebook page. The contest will take place on Facebook from December 6, 2019 to December 19, 2019 at 2:00 pm Mountain Time (the “Contest Period”).

**2. Eligibility:** This contest is open to residents of Lethbridge, Alberta, Canada. Employees, agents and representatives of the Contest Organizer (Lethbridge Land), of any company, corporation, trust or other legal entity controlled by or affiliated with the Contest Organizer, their advertising and promotion agencies, suppliers of materials or services related to the contest, as well as members of their immediate families (brothers, sisters, children, mother, father), their legal or common-law spouse and any individuals with whom these employees, representatives and agents are domiciled, are not eligible to participate in the contest. A Facebook account is required to participate in the contest. If you enter through Facebook, a Facebook account will be required to take part in the contest.

**3. To enter the contest:** visit the Crossings Facebook page and follow these instructions:

**3.1** In the comments section of the contest promotion on the Crossings Facebook page, you must answer the prompted question and like the contest post.

**3.2** In addition to Facebook’s content rules, your comment must not violate a person’s privacy rights; namely, it must not contain his or her name, likeness or resemblance, or reveal intimate details about said person, unless you have obtained said person’s prior consent;

**3.3** In addition to Facebook’s content rules, your comment must not contain inappropriate content, in particular content that is sexually explicit, offensive, harassing, discriminatory, defamatory, abusive, malicious or hateful, that offends the prevailing societal values, or that denigrates the products and services of the Contest Organizers and their affiliated companies. Moreover, your comment must not contain images or language that is suggestive of or promotes illegal activity and must not contain commercial content promoting a product or service other than those of the Contest Organizers. Any comment containing material

protected by copyright, any other intellectual property right or any third-party rights cannot be submitted unless the entrant has obtained all required authorizations.

**4. Participation limits:** Entrants must respect the following limits. Failure to do so may result in disqualification:

**4.1** One (1) entry per person;

**4.2** One (1) Facebook user account per person.

**5. Prize:** There are thirteen (13) prizes to be won, worth approximately \$100 each, consisting of product(s) or promotional item(s) from the respective business partnership.

**6. Draw:** From December 6-19, 2018 at 2:00 p.m., one (1) entry will be randomly selected from all the entries received during the Contest Period. The draw will take place at the offices of Lethbridge Land, located at 910 4 Ave S, Lethbridge, AB T1J 0P6, Canada.

**7. Odds of winning:** The odds of winning depend on the number of eligible entries received.

**8. Prize claim:** To be declared a winner, the selected entrant must:

**8.1** Have entered a comment on the Current 12 Days of Christmas in Crossings Facebook Post and liked the contest post.

**8.2** Be reached via Facebook private message within two (2) days of the draw and respond to the message within two (2) days of receiving said message in order to provide their contact information (name, full mailing address, email address and telephone number);

**8.3** All prizes must be picked up in person at Lethbridge Land, 910 – 4<sup>th</sup> Avenue South, Lethbridge, Alberta, T1J 0P6. When picking up the prize, the winner must produce one piece of government issued photo identification. For those participants who are under the age of 18, a parent or legal guardian must be present to pick up the prize.

**8.4** When picking up the prize, complete and sign the declaration and release form (the “Declaration”) to confirm the selected entrant’s compliance with these Rules.

**8.5** For any prize containing alcohol, participants must be over the age of 18 to participate.

**9.** Failure to comply with any of the conditions mentioned in these Rules or to accept the prize will result in the selected entrant being disqualified. In such a case, the Contest Organizer may, at

its sole discretion, cancel the prize or proceed with a new draw in accordance with these Rules until a selected entrant is declared a winner.

**10.** Prizes must be accepted as awarded.

## **GENERAL CONDITIONS**

**11. Verification:** Entries and Declarations are subject to verification by the Contest Organizer. Any entry or Declaration that is, as the case may be, incomplete, illegible, mutilated, fraudulent, received or submitted late, or contains an invalid email address or is otherwise noncompliant, shall be rejected and will not entitle the entrant to an entry or to a prize, as the case may be.

**12. Disqualification:** The Contest Organizer reserves the right to disqualify any person or to cancel one or more entries of a person who enters or tries to enter this contest using methods that do not comply with these Rules or that are unfair to other entrants (e.g. entries sent after the deadline, in violation of third-party rights). Such a person may be reported to the appropriate legal authorities.

**13. Conduct of the contest:** Any attempt to deliberately damage the contest Facebook page and/or any related site, or to undermine the legitimate conduct of the contest is a violation of civil and criminal laws. In the event of such an attempt, the Contest Organizer reserves the right to disqualify the entrant and seek damages to the fullest extent permitted by law.

**14. Acceptance of prize:** The prize must be accepted as described in these Rules and may not be transferred, in whole or in part, to another person, replaced by another prize or exchanged for cash, except as provided in the following paragraph.

**15. Limitation of liability:** Use of the prize. By entering this contest, any entrant selected for a prize releases and holds harmless the Contest Organizer, any company, corporation, trust or other legal entity controlled by or affiliated with the Contest Organizer, their advertising and promotion agencies, their employees, agents and representatives and Facebook (the "Released Parties") from and against any damage that may arise out of acceptance or use of the prize.

**17. Facebook page operation:** The Contest Organizer in no way guarantees that the Facebook page or any related site will be accessible or operational without interruption for the duration of the Contest Period, or that it will be free of errors.

**18. Limitation of liability:** Conduct of the contest. The Released Parties disclaim all liability for any of the following that may limit or prevent any person from entering the contest: malfunction of any computer component, software or communication line, the loss or absence of a communication network, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network. The Released Parties further disclaim all liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any Web page or software, or by the transmission of any information related to participation in the contest.

**19. Contest modification:** The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this contest should human intervention or an event take place that could interfere or affect the proper administration, security, impartiality or conduct of the contest as provided by these Rules if required.

**20. Termination of participation in the contest:** In the event that the computer system is unable to register all the contest entries during the Contest Period for any reason whatsoever, or if contest participation must be terminated in whole or in part before the date indicated in these Rules, the prizes may be awarded according to terms and conditions to be determined by the Contest Organizer, at its sole discretion.

**21. Prize limit:** Under no circumstances shall the Contest Organizer be required to award more prizes than indicated in these Rules or to award a prize in a manner other than that stipulated herein.

**22. Limitation of liability for Participation in the contest:** Persons who enter or try to enter this contest release the Released Parties from any liability or damage they may incur as a result of their participation or attempt to participate in the contest.

**24. Communication with entrants:** The Contest Organizer may send communications or correspondence to the entrants in relation to this contest.

**25. Personal information:** The personal information collected about the contest entrants will be used solely to administer the contest and to send commercial communications and correspondence from the Contest Organizer, except as provided in the preceding paragraph.

**26. Property:** The Declarations are the property of the Contest Organizer and shall not under any circumstances be returned to entrants.

**29. Unenforceability:** If a section of these Rules is declared or deemed illegal, unenforceable, or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

**30. Facebook platform:** This contest is not associated with, managed or sponsored by Facebook. Any questions, complaints or comments related to the contest must be submitted to the Contest Organizer, not Facebook. Facebook and its subsidiaries, directors, executives, agents and employees will not be held liable for any claims resulting from or related to the organization of the contest. However, by entering this contest, every entrant consents to the terms and conditions of use, agreements and other policies and/or guidelines governing the Facebook platform, and releases the Contest Organizer, any company, trust or other legal entity controlled by or related to the foregoing, their respective advertising or promotion agencies, their respective employees, agents or representatives from any liability or damage that said entrant may incur through the use of this platform.