



Snow & Ice Creation Contest Official Rules

How to enter the “Snow & Ice Creation Contest” contest:

1. These official rules (“Contest Rules”) apply to the “Snow & Ice Creation Contest” (referred to herein as the “Contest”). Acceptance of the Contest Rules is a prerequisite for entry into the Contest and entrants must observe them at all times.
2. The Contest begins February 14, 2021 at 12:01 a.m. MST and ends on February 28, 2021 at 11:59 p.m.
3. To enter the Contest, participants’ must email up to one (1) photo of their Snow OR Ice Creation to community@morinville.ca to enter the Contest. Photos will be posted on the Town of Morinville Facebook page for viewing. No purchase necessary to enter the Contest.
4. The Town of Morinville is the sponsor of the Contest. This Contest is in no way sponsored, endorsed, administered by or associated with Facebook.
5. To enter and to be eligible to win the Contest, entrants must be a resident of Morinville, Alberta and must be age 18 or older (“Eligible Entrants”).
6. Should more than one photo be submitted, only the first photo shall be accepted as an entry. One (1) entry per email address will be accepted.
7. Any photograph submissions containing prohibited, inappropriate, offensive, infringing, or otherwise unacceptable content, adult content, or otherwise offensive content as determined by the Town of Morinville in its sole direction, will be disqualified from the Contest.
8. Photos must be the original work of the individual submitting them and may not have been published elsewhere. Entrants warrant that they own the sole copyrights to photos. Entrants may only submit photos that were taken with the depicted subjects and that do not infringe any third-party copyrights or laws.
9. Copyrights to the submitted photos will remain with the entrants. However, by entering the Contest entrants grant the Town of Morinville a worldwide, irrevocable and perpetual license to feature their images in any of its publications in any form and using any technology whether presently known of which may exist in the future including websites and promotional materials related to the Contest.
10. Prizes/Approximate Retail Values (“ARV”): One (1) \$100 Gift Card to a Morinville Retailer of the winner’s choice: \$100 ARV, to be awarded to the winning entry.
11. Prizes are not transferable, except at the sole discretion of the Town of Morinville. Prizes are not transferable or substitutable by any winner. However, a Prize, or any portion thereof, may be substituted by The Town of Morinville for a Prize of equal or greater value, at the sole discretion of the Town of Morinville for any or no reason. Prizes consist of only those items specifically listed as part of the Prize.
12. On or about March 2, 2021 (the “Draw Date”) in Morinville, Alberta, one (1) Entrant will be selected by random draw from among all eligible Entries received during the Contest



Period. The odds of winning depend on the number of eligible Contest Entries received during the Contest Period.

13. To be eligible to win, the winner of the random draw must not have won a Town of Morinville contest in the past 6 months. Should the winner have won a prize from a Town of Morinville Contest in the last 6 months, a new random draw will be completed.

Release and Indemnity

14. Before being awarded the Prize the potential winner will be required to execute and return, within the time stipulation the Town of Morinville, a release, indemnity and consent form stating that the potential winner has read and understood these Contest Rules, is eligible to receive the Prize under these Contest Rules, accepts the Prize as offered, consents to the public disclosure of the name and municipality of residence in conjunction with the identification of Contest Prize winners, and releases and indemnifies the Town of Morinville from any and all liability arising out of the potential winner's participation in the Contest and receipt and use of the Prize.

Compliance with Contest Rules

15. In the event that a winner does not comply with all the provisions as contemplated in these Contest Rules, the Town of Morinville may disqualify the potential winner and will draw at random a new winner, and the Town of Morinville shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to the selection and notification of a potential winner, if applicable, shall be applied, with all necessary amendments, until a qualified winner has been duly selected, but in any event, no later than March 15, 2021.
16. By entering the Contest, all entrants and participants agree to accept and abide by these Contest Rules. All decisions of the Town of Morinville with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to the Contest.
17. All entries become property of the Town of Morinville, which assumes no responsibility for garbled, lost, late, delayed, destroyed, or any computer errors or malfunctions. The Town of Morinville will not communicate with entrants or potential entrants, except to provide Contest Rules if awarding prizes by email or Facebook.
18. The Town of Morinville does not assume any responsibility for incorrect inaccurate capture of entry information, technical malfunctions, human or technical error, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials-data that have been tampered with or altered are void. If, for any reason, in the opinion of the Town of Morinville in its sole discretion, this Contest is not capable of running as originally planned, or if the administration,



security, fairness, integrity or the proper conduct of this Contest is corrupted or adversely affected including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, the Town of Morinville reserves the right to cancel, terminate, modify, amend, extend or suspend this Contest including canceling any method of entry, and select a winner from previously received Eligible Entries.

Right to Modify or Cancel Contest

19. The Town of Morinville reserves the right to modify these Contest Rules without materially affecting the terms and conditions hereof, The Town of Morinville reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this Contest or to be acting in violation of these Contest Rules or otherwise in a disruptive manner. The Town of Morinville reserves the right in its sole discretion the right to terminate the on-line portion, as applicable, of this Contest and conduct the Drawing from all on-line entries and all other entries (as applicable) previously received during the Contest Period. Any attempts to deliberately damage the Contest web site or to undermine the legitimate operation of the Contest may be a violation or criminal and civil laws, and should such an attempt be made, the Town of Morinville reserves the right to in its sole discretion to seek remedies and damages to the fullest extent of the law. The Town of Morinville shall not be held responsible for any errors of negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest web site, where applicable.

Applicable Law and Protection of Privacy

20. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. The Contest is void where prohibited by law. By entering this Contest, each entrant consents to the collection, use and distribution of his or her personal information (information that identifies an entrant as an individual, such as home telephone number. Age and home address) by The Town of Morinville for the purposes of implementing, administering and fulfilling this Contest. Any inquiry concerning the personal information held by the Town of Morinville should be directed to the Town of Morinville Information Management/FOIP Coordinator at lrusk@morinville.ca, [10125 100 Avenue, Morinville, Alberta T8R 1L6](#) or call 780.939.4361. Any personal information collected by the Town of Morinville during the course of this Contest will be destroyed one year after the conclusion of the Contest and the awarding of the Prizes.



Effect of Inconsistency

21. In the event of any discrepancy or inconsistency between the terms and condition of these Contest Rules, statements by employees or agents of the Town of Morinville, and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or print or online advertising, the terms and conditions of these Contest Rules shall prevail, govern and control.

Miscellaneous

22. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Town of Morinville. 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.
23. This Contest shall be governed by the laws in force in the Province of Alberta. By entering this Contest, all entrants attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
24. The headers provided in the Contest Rules do not form part of the Contest Rules and are only for the purpose of convenience.



Prize Declaration and Release Form

Name: _____
Address: _____
Town/City: _____
Province: _____
Postal Code: _____
Phone Number: _____

Please select yes or no to the following statements to collect your prize and email the form to kathleen.ducharme@morinville.ca.

- I have read, understand and complied with the Official Rules for the Snow & Ice Creation Contest.

Yes No
- I accept the Prize as awarded and discharge the Town of Morinville of all claims for damages, losses or injuries resulting from this contest and prize.

Yes No
- I consent to the public disclosure of my full name and municipality of residence.

Yes No
- Mathematical skill testing question: $(5 \times 2) \times 3 - 4 =$ _____

Print Name: _____
Signature: _____
Date: _____

The information on this form is collected under Section 33(c) of the Freedom of Information and Protection of Privacy Act (FOIP) and is used solely for purposes relating to the Town of Morinville. If you have any questions, please contact the Information Management/FOIP Coordinator for the Town of Morinville at 10125 - 100 Avenue, Morinville, Alberta, T8R 1L6 or (780)939-4361