



Upper-Year Open House - ONE MONTH FREE RENT CONTEST RULES

NO PURCHASE NECESSARY

1. **CONTEST:** The **One Month Free Rent Contest** (the "**Contest**") is conducted by The Governors of the University of Alberta (the "**U of A**") and administered on behalf of the U of A by the U of A's Residence Services office ("**Residence Services**").
2. **ELIGIBILITY:** To be eligible for the Contest (an "**Eligible Entrant**"):
 - (a) you must be eighteen (18) years of age or older; or
 - (b) youth between the ages of ten (10) and fifteen (15) years of age must provide parental consent at the time of entry; and
 - (c) you must be a current or prospective U of A student. A current U of A student must be in good standing with the U of A. A "student in good standing" at the U of A is as set out in the U of A calendar to mean a student who has first class standing, satisfactory standing or marginal standing, provided if a student has marginal standing such student cannot be on probation or the subject of an academic warning; and
 - (d) you must be eligible for a U of A Student ONEcard for the Fall 2024 term.
 - (e) You must reside in a Residence Services managed residence for the Fall 2024 term.

You are not eligible for the Contest if you are a resident of Quebec. You are not eligible for the Contest if you are a U of A staff member, academic visitor, or contractor of the U of A, or an employee of the U of A's Residence Services office, including a member of the immediate family (defined as mother, father, brother, sister, son, daughter, husband or wife, regardless of where they reside). All decisions regarding eligibility to enter the Contest and the Entry Submissions will be determined by U of A in its sole discretion. The Contest is void where prohibited by law.

3. **NUMBER, APPROXIMATE VALUE OF PRIZE AND CHANCES OF WINNING:** There is one (1) prize available to be won in this Contest (the "Prize"). The Prize is described in further detail in paragraph 9



below. The chances of winning the 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 at 00:00:00 (Edmonton time) on Thursday, January 11, 2024 and closes at 23:59:59 (Edmonton time) on Sunday, January 21, 2024 (the "**Entry Period**"). Entry Submissions must be received by U of A before the contest closing time, which is 23:59:59 (Edmonton time) on Sunday, January 21, 2024 (the "Contest Closing Time") to be eligible to win the Prize.
5. **HOW TO ENTER:** No purchase is necessary to enter the Contest.

- (a) To enter, an Eligible Entrant must submit their completed 2024/2025 residence application for an upper-year residence building (the "Entry Submission"). There is a limit of one (1) Entry Submission per person.

Once submitted, all Entry Submissions become the property of the U of A and will not be returned. All Entry Submissions will be reviewed, and any Entry Submissions that 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* ("FOIPPA") or privacy considerations, as set out in paragraph 19 herein, and otherwise, or which are deemed to not enhance the reputation of the U of A, will be disqualified. The determination of whether an Entry Submission is illegible, incomplete, offensive, late, or deemed to not enhance the reputation of U of A will be at the sole discretion of the U of A.

6. **PRIZE DRAW DETAILS:** This draw will take place at approximately 12:00:00 (Edmonton time) on Monday, January 29, 2024. The Eligible Entrant who has complied with these Contest Rules and whose Entry Submission is drawn at random will be the winner of the Prize. If necessary, should the Prize be unclaimed, or should the Winner be unwilling, unable or ineligible to win the Prize as set out in these Contest Rules, the Prize will be forfeited and the U of A shall have the right, but not the obligation, to draw, as replacements only, additional Entry Submission(s). All participants (including without limitation Selected Entry Submissions and Winners) must comply with these Contest Rules. All matters relating to the Draw and the verification of the eligibility of the Eligible Entrant to be declared as the Winner will be conducted by the U of A's Residence Services offices respectively, or by persons designated by the U of A's Residence Services offices in its sole and absolute discretion. All decisions made by the U of A's Residence Services offices in this regard are final and binding and cannot be challenged. No



communication with Eligible Entrants will be entered into except with the Winner, which will be selected in accordance with these Contest Rules.

7. **NOTIFICATION:** The U of A will notify the Eligible Entrant whose Entry Submission has been selected by a Draw in accordance with paragraph 6 above by email at the Eligible Entrant's email address provided on the entry form. The Eligible Entrant whose Entry Submission has been so selected must respond to this email to accept the Prize. If the Eligible Entrant does not respond to the email within fourteen (14) days of the email having been sent, the Prize will be forfeited and the U of A shall have the right, but not the obligation, to conduct a replacement Draw as set forth in paragraph 6 above.
8. **DECLARATION OF WINNERS:** An Eligible Entrant will not be declared the Winner in accordance with these Contest Rules unless and until:
 - (a) The U of A has determined that such entrant 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 one (1) Prize consisting of one (1) month's rent at a U of A Residence for the Fall 2024 term. The Prize is not redeemable for cash and is non-refundable. The Prize is non-transferable and must be accepted as awarded with no substitutions, except at the U of A's sole discretion. The U of A reserves the right to substitute the Prize of equivalent monetary value if the U of A is unable to award the Prize as described. The U of A will not be responsible, however, if factors beyond the U of A's reasonable control prevent the Prize from being fulfilled. In any such event, the Winner will not be provided with a substitute prize or cash equivalent. The Prize will only be granted to the verified Winner if they reside in a Residence Services managed residence for the Fall 2024 term. The Prize will be credited directly to the Winner's BearTracks account.
10. **SKILL TESTING QUESTION:** To win the Prize and prior to being declared the Winner, the Eligible Entrant must correctly answer, unaided, the time-limited skill-testing question as follows:

70 multiplied by 3 divided by 2 =___ prior to being declared the Winner.
11. **CONTEST MODIFICATION OR CANCELLATION:** The U of A 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 U of A 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 U of A 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 man made epidemic or health or other means, 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 U of A's control, then subject to any governmental approval which may be required, the U of A 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 Submission 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 Submission will be disqualified and, in U of A'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 U of A reserves the right, in its sole discretion, to disqualify any individual (including an Eligible Entrant) who is found to be tampering or attempting to tamper with the Entry Submission process or the operation of the Contest; to be acting in violation of these Contest Rules; or to be acting in a 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. The U of A reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
14. **RELEASE AND INDEMNIFICATION:** By entering the Contest, each participant: (a) releases and agrees to hold the U of A 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 U of A and its 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 U of A assumes no responsibility or liability for incorrect, damaged, illegible, incomplete, mutilated, spoiled, destroyed, stolen, misplaced, lost, late, misdirected or incomplete Entry Submissions, which may be judged void, any notifications, responses, replies, or for any computer, telephone, hardware, software or technical malfunctions that may occur. The U of A assumes no responsibility for any theft or destruction or unauthorized access to, or alteration of, Entry Submissions. The U of A 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 Submission agrees and grants to the U of A, without further compensation, the unrestricted rights, but not the obligation, to the use the entirety of the Entry Submission, as set out in these official contest 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 Entrant, or other individuals associated with an Entry Submission, in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe, 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 U of A from any liability with respect thereto.
17. **OFFICIAL 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 Submission, such Entry Submission 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 U of A. These Contest Rules, as amended from time to time, will be posted on the website at: ualberta.ca/residence.
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 U of A. Employees of the U of A 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 U of A's Residence Services office at 780-492-4242.