

## CE YOU AT THE SPA! CONTEST

### OFFICIAL RULES

#### NO PURCHASE NECESSARY

1. **CONTEST:** The CE You At The Spa! Contest (the "Contest") is conducted by The Governors of the University of Alberta ("University") and administered on behalf of the University by the Mike Petryk School of Dentistry – Continuing Dental Education ("School of Dentistry"). The Contest is to motivate individuals to register for the Banff Updater before the end of the year, in accordance with the eligibility criteria as set out in these Official Rules.
2. **ELIGIBILITY:** To be eligible for the Contest (an "Eligible Entrant") you must be:
  - a. Eighteen (18) years of age or older; and
  - b. **EITHER** a University Alumni; OR a University employee as verified by the University's employment records; OR a member of the public.

You are not eligible for the Contest if you are a resident of Quebec. All decisions regarding eligibility to enter this Contest and the Entry Forms will be determined by the University its sole discretion. This Contest is void where prohibited by law.

3. **NUMBER, APPROXIMATE VALUE OF PRIZE AND CHANCES OF WINNING:** There are two (2) prizes available to be won in this Contest (the "Prize"; collectively the "Prizes"). The Prizes are described in paragraph 9 below. The chances of winning a Prize will depend on the number of Eligible Entrants received in accordance with these Official Rules during the Entry Period as defined herein.
4. **CONTEST SCHEDULE:** This Contest commences on Friday, November 1, 2024 at 4:30 p.m. (Edmonton time) and closes on Wednesday, January 1, 2025 at 11:59 p.m. (Edmonton time) (the "Entry Period"). Entry Forms must be received by the University before the contest closing time, which is Wednesday, January 1, 2025 at 11:59 p.m. (Edmonton Time) (the "Contest Closing Time") to be eligible to win a Prize.
5. **HOW TO ENTER:** No purchase is necessary to enter this Contest. To enter, the following rules apply:
  - a. A participant must complete one of the following methods to enter ("Entry Form"):
    - i. Purchase the 1-Day Lecture Pass: Friday, 1-Day Lecture Pass: Saturday or 2-Day Lecture Pass: Friday and Saturday. Each pass purchased represents a single entry; OR
    - ii. Mail in a letter, addressed to Continuing Dental Education, requesting to enter the Contest. The address to mail the letter to is: 5-566 Edmonton Clinic Health Academy, 11405 87 Avenue NW, Edmonton, AB, T6G 1C9.
  - b. Eligible Entrants may only enter the Contest once.

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

6. **PRIZE DRAW DETAILS:** The Contest draw will take place on Friday, January 17, 2025 at 10:00 a.m. (Edmonton Time). The Eligible Entrants whose Entry Forms are drawn at random and have complied with these Official Rules, including without limitation the provisions of paragraph 8 will be declared the Winners. If necessary, should the Prizes be unclaimed, or should the Winners be unwilling, unable or ineligible to win the Prizes as set out in these Official Rules, the Prizes will be forfeited and the University shall have the right, but not the obligation, to draw, as replacements only, an additional prize winner(s). All participants (including without limitation Eligible Entrants and Winners) must comply with these Official Rules. The determination of the Winners by the University is final and binding. No communication with Eligible Entrants will be entered into except with the Winners, which will be selected in accordance with these Official Rules. All matters related to the Contest draw and the verification of the eligibility of the Eligible Entrants and the Winners will be conducted by the University, or by persons designated by the University in its sole and absolute discretion. All decisions made by the University in this regard are final and binding and cannot be challenged.

7. **NOTIFICATION:** The University will contact the Selected Entrants via email on Monday, January 20, 2025 at 10:00 a.m. (Edmonton Time). **If the Selected Entrants do not respond by 4:00 p.m. (Edmonton Time) on Wednesday, January 22, 2025, as provided for herein, the Prizes will be forfeited and the University will draw, as a replacement only, additional Entry Forms.**

8. **DECLARATION OF WINNER:** Eligible Entrants will not be declared the winners in accordance with these Official Rules unless and until:

- a. The University has determined that the winners are Eligible Entrants pursuant to these Official Rules; and
- b. The Eligible Entrants correctly answers a skill-testing question as set out in these Official Rules.

Once these requirements have taken place, the Eligible Entrants will be declared the winner(s) (the "Winner"; collectively the "Winners").

9. **PRIZE:** There will be two (2) Prizes in total, each being one (1) 90-minute spa service at the Rimrock Spa. The value of each Prize will not exceed an approximate value of \$270.00 (CDN).

The Prizes are not transferable and must be accepted as awarded with no substitutions, except at the University's sole discretion. The University reserves the right to substitute the Prizes of equivalent monetary value if the University is unable to award the Prizes as described. The University will not be responsible, however, if factors beyond the University's reasonable control prevents the Prizes from being fulfilled. In any such event, the Winners will not be provided with a substitute prize or cash equivalent. The confirmed Winners will receive a code to enter when the Winner(s) register for the Summit on the Women in Engineering's website.

10. **SKILL TESTING QUESTION:** To win a Prize, the Eligible Entrants must correctly answer unaided, the mathematical, time-limited, skill-testing question as follows:  $70 \text{ multiplied by } 3 \text{ divided by } 2 = \underline{\hspace{2cm}}$  prior to being declared the Winners.

11. **CONTEST MODIFICATION OR CANCELLATION:** The University 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 University 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 University 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, 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 University's control (each a "Force Majeure" event), then subject to any governmental approval which may be required, the University 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 Official 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 Official Rules. If any Eligible Entrant or Entry Form is found to be ineligible, or if an Eligible Entrant has not complied with these Official Rules or declines the Prize for any reason prior to award, such Eligible Entrant or Entry Form will be disqualified and, in the University'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 University reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering or attempting to tamper with the entry process or the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or 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.

14. **RELEASE AND INDEMNIFICATION:** By entering the Contest, each participant: (a) releases and agrees to hold the University 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 University and its respective 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 University assumes no responsibility or liability for incorrect, damaged, illegible, incomplete, mutilated, spoiled, destroyed, stolen, misplaced, lost, late, misdirected or incomplete Entry Forms, which may be judged void, any notifications, responses, replies, or for any computer, telephone, hardware, software or technical malfunctions that may occur. The University assumes no responsibility for any theft or destruction or unauthorized access to, or alteration of, Entry Forms. The University 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 Form, hereby agrees and grants to the University, without further compensation, the unrestricted rights, but not the obligation, to use the entirety of the Entry Form, as set out in these official 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 Entrants, or other individuals associated with an Entry Form, in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe, and 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 University from any liability with respect thereto.
- 17. OFFICIAL CONTEST RULES AND LAWS:** These are the official rules (the "Official 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 Form, such Entry Form 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 University. These Official Rules, as amended from time to time, will be posted at the following link:  
<https://www.ualberta.ca/en/school-of-dentistry/continuing-dental-education/cde-landing-pages/banff-updater-2025.html>
- 18. CONSTRUCTION:** Words importing the singular shall include the plural and vice versa. The invalidity or unenforceability of any provision of these Official 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 Official 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 Official Rules. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the University. Employees of the University are not authorized to modify, amend or waive these Official Rules.
- 19. PRIVACY:** The personal information requested pursuant to these Official Rules is collected, used and disclosed under the authority of the *Alberta Freedom of Information and Protection of Privacy Act ("FOIPPA")* 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: Meredith Deforest at [cdeevents@ualberta.ca](mailto:cdeevents@ualberta.ca).