

Alberta Conservation Association Ice Fishing Photo Contest 2020

Contest Rules

1. The Contest Period

The Contest entry period commences at 8 a.m. Mountain Standard Time ("MST") on February 1, 2020 and ends at 11:59 p.m. MST on March 1, 2020. (the "Contest Period"). All entries must be received within these dates and times.

2. Eligibility

The Contest is open to legal residents of Alberta, Canada. Employees and directors of Alberta Conservation Association ("ACA") are not eligible to enter the Contest. The Contest is subject to all applicable federal and provincial laws and regulations. Void where prohibited.

3. Agreement to Rules

By participating, the Contestant ("You") agree to be bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of ACA as final and binding as it relates to the contest of this Contest.

4. How to Enter

The Contest can be entered by:

- (1) Uploading an ice fishing photo to the ACA Facebook page (pinned at the top of the page); and
- (2) Posting an ice fishing photo on Twitter or Instagram with the hashtag #IceFishingPhotoContest2020.

The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of ACA. **You may enter only once.** You may not enter more than once by using multiple identities or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of ACA. No purchase is necessary.

5. Prize

(1) The first place winner will receive a prize valued at approximately \$250.00. (2) The second place winner will receive a prize valued at \$50. (3) The third place winner will receive a prize valued at \$25. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by ACA. No cash or other prize substitution shall be permitted except at ACA's discretion. The prize is non-transferable. No substitution of prize or transfer of prize to others or request for cash equivalent by the Winners is permitted. Acceptance of prize constitutes permission for ACA to use

each Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds

The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification

Winner will be selected by ACA. Winner will be notified by direct messaging within two (2) days following selection of the Winner. ACA shall have no liability for Winner's failure to receive notices due to spam, junk email, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within two (2) days from the time award notification was sent out, or fails to timely return a completed and executed declaration and releases as required, the prize may be forfeited and an alternate Winner selected.

Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and provincial laws and regulations. Any violation of these official rules by Winner at ACA's sole discretion will result in Winner's disqualification as Winner of the Contest and all privileges as Winner will be immediately terminated.

8. Rights Granted by You

By entering this contest, You understand and agree that ACA, anyone acting on behalf of ACA, and ACA's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. By entering this contest, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of ACA. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless ACA from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which ACA may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms and Conditions

ACA reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond ACA's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, ACA may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by ACA. ACA reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. ACA has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by a Contestant to deliberately damage any website or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws. Should such attempt be made, ACA reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability

By entering the Contest, You agree to release and hold harmless ACA and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Contestant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

11. Disputes

This Contest is governed by the laws of Canada and Alberta, without respect to conflict of law doctrines. As a condition of participating in this Contest, Contestant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Alberta having jurisdiction. Further, in any such dispute, under no circumstances shall Contestant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Contestant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest). Contestant further waives all rights to have damages multiplied or increased.

12. Privacy Disclaimer

Information submitted with an entry is subject to the Privacy Disclaimer stated on ACA's website. To read the Privacy Disclaimer, click here <http://www.ab-conservation.com/about/privacy-disclaimer/>.

13. Sponsor

The Sponsor of the Contest is Alberta Conservation Association, 101-9 Chippewa Road, Sherwood Park, Alberta, Canada, T8A 6J7.

14. Facebook, Twitter, and Instagram

The Contest hosted by ACA is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, or Instagram.