

PUT YOUR \$ where your heart is

PUT YOUR \$ WHERE YOUR HEART IS CONTEST RULES AND REGULATIONS

The **“Put Your \$ Where Your Heart Is” Contest** (the **“Contest”**) is administered by the City of Airdrie Economic Development Team (the **“Administrator”**) in connection with Frog Media Inc. and the Airdrie Chamber of Commerce (collectively, the **“Contest Group”**).

1. AGREEMENT

These Contest Rules and Regulations (the **“Contest Rules”**) are governed by the Administrator. NO PURCHASE IS NECESSARY TO ENTER the Contest. The act of entering the Contest constitutes acceptance of these Contest Rules.

2. CONTEST PERIOD

The Contest will take place in Airdrie, Alberta, and will begin at 12:00 p.m. MT on September 25, 2020 and end at 5:00 p.m. on November 28, 2020 (the **“Contest Period”**).

3. ELIGIBILITY

The Contest is open to all residents of Canada (except for residents of Quebec) aged 18 and above. Employees of the Contest Group, and immediate family members and anyone living with any employees of the Contest Group, are not eligible to enter the Contest. **“Immediate family members”** means common law or legal spouses, parents, children, siblings and their respective spouses, regardless of whether they reside in the same household.

4. ENTRY

There are two (2) ways for an individual (an **“Entrant”**) to enter the Contest:

- (a) **Entry Receipt:** Entrants who purchase any product or service, with a \$20.00 value or more, from an Airdrie-Based Business (as defined below) can enter the Contest by submitting their receipt for such purchase (the **“Entry Receipt”**), along with their full name, address, e-mail address, and telephone number, to:

Eat Play Stay Airdrie C/o Box 90033 Sierra Springs PO Airdrie AB T4B 0A2

- (b) **Entry Letter / No Purchase Option:** The Contest Group offers an equal integrity no purchase option for entry into the Contest. Entrants may enter the Contest by writing and submitting a handwritten letter (an **“Entry Letter”**), 50 to 200 words in length, detailing: (i) why the Entrant should win a prize; (ii) a product that the Entrant would like to purchase in the future, including its cost; and (iii) one (1) Airdrie-Based Business where that product is sold (the **“Entry Letter”**). The Entry Letter must contain the Entrant’s full name, address, e-mail address, and telephone number, none of which shall be included in the maximum word count. The Entry Letter must be submitted (with postage pre-paid, if mailed) to:

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- (c) **By** submitting an entry, an Entrant will be entered into both a weekly prize draw (each, a “**Weekly Draw**”) for the week in which such entry is made, and a grand prize draw (the “**Grand Prize Draw**”). Notwithstanding the foregoing, Entrants are limited to a maximum of **ten (10) entries per person** into each Weekly Draw and **one (1) entry per person** into the Grand Prize Draw. Entrants may enter into multiple Weekly Draws, provided that an Entrant may not use the same Entry Receipt to enter into multiple Weekly Draws.

For the purposes of these Contest Rules, the Entrant is the person whose name appears on the applicable entry form or Entry Letter.

5. DEFINITION

In these Contest Rules, an “**Airdrie-Based Business**” means a business that is physically located in Airdrie, Alberta and has a valid business licence issued by the City of Airdrie, and includes businesses with locations outside of Airdrie, Alberta (provided that such business has at least one location in Airdrie, Alberta), but excludes online retailers such as Amazon.

6. PRIZES

- (a) **Weekly Prize Draw:** During each week of the Contest Period, excluding September 25, 2020, one Entrant will be selected at random and declared the winner of the Weekly Draw (the “**Weekly Winner**”). The Weekly Winner will be awarded one of two prizes depending on their method of entry:
- (i) **Entry Receipt:** If the Weekly Winner entered the Weekly Draw by submitting an Entry Receipt, then the Weekly Winner will win a cash prize equal to the full purchase price shown on their Entry Receipt, including GST, up to a maximum amount of \$500.00.
 - (ii) **Entry Letter:** If the Weekly Winner entered the Weekly Draw by submitting an Entry Letter, then the Weekly Winner will win a gift card to the Airdrie-Based Business identified in their Entry Letter in an amount equal to the full purchase price of the item identified in their Entry Letter, including GST, to a maximum amount of \$500.00.

There is one (1) weekly prize available during each week of the Contest Period. Each weekly prize is valued between \$20.00 and \$500.00, calculated in accordance with the above. All prizes are awarded as-is, subject to the terms and conditions of these Rules. Each Weekly Winner will be notified within five [5] days from the draw date by telephone or e-mail. Each Weekly Winner must claim his/her prize within 30 days following such notification, or that Weekly Winner will forfeit his/her prize. If a Weekly Winner forfeits his/her prize, no new Entrant will be selected and declared the Weekly Winner for the corresponding week of the Contest Period.

- (b) **Grand Prize Draw:** At 11:00 a.m. MT on November 28, 2020, one Entrant will be selected at random and declared the grand prize winner (the “**Grand Prize Winner**”). The Grand Prize Winner will be awarded a grand prize consisting of gift cards, products and services from Airdrie-Based Businesses with a combined total retail value of \$5,000.00. There is one (1) grand prize available. The grand prize is valued at \$5,000.00. The grand prize is

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awarded as-is, subject to the terms and conditions of these Rules. The Grand Prize Winner will be notified within ten (10) business days of the draw date by telephone or e-mail. The Grand Prize Winner must claim his/her prize within 30 days following such notification, or the Grand Prize Winner will forfeit his/her prize and a new Entrant will be selected at random and declared the Grand Prize Winner.

7. ACCEPTANCE AND COLLECTION OF PRIZES

- (a) Before being awarded a prize, potential Weekly Winners and Grand Prize Winners (collectively, “**Winners**”, and each a “**Winner**”) must, in addition to meeting the Contest eligibility criteria set out in these Contest Rules and otherwise complying with Contest Rules: (a) correctly answer a mathematical skill testing question; and (b) sign and return a confirmation of eligibility and compliance with the Contest Rules, a publicity/liability release, and any other documents reasonably required by the Administrator in connection therewith (collectively the “**Contest Documents**”). All Contest Documents must be signed, without amendment, and returned to the City of Airdrie within the applicable 30 day period in which the Winner must claim their prize. Failure to comply with the deadlines for signing and returned the Contest Documents may result in forfeiture of a prize. Acceptance of a prize constitutes permission for the Contest Group to use that Winner’s name and/or likeness, biographical information, and/or entry for advertising and promotional purposes without additional compensation, unless prohibited by law.
- (b) All prizes must be accepted as described in these Contest Rules and cannot be returned, transferred to another individual, substituted for another prize or exchanged in whole or in part for money, except as set out herein. The Administrator shall not be required under any circumstances to award more prizes than the number of available prizes as set out in these Contest Rules.
- (c) The Administrator reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute for any prize, or part thereof, another prize of equivalent or greater value, including, without limitation, a cash award.

8. ODDS

The odds of winning any prize depend on the number of entries received during the Contest Period.

9. ADMINISTRATION OF CONTEST

- (a) **Changes to the Contest:** The Administrator reserves the right, in its sole and absolute discretion, to modify, cancel, terminate or suspend the Contest, in whole or in part, in the event of any cause or circumstance, including, without limitation, any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of the Administrator, that could corrupt or affect the administration, security, impartiality or normal course of the Contest.
- (b) **Abuse of Rules:** The validity of any Contest entry is subject to verification of Entrant identities by the Administrator. Any illegible, incomplete or fraudulent entries will be

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disqualified. Any Entrant or other individual who enters or attempts to enter the Contest in a manner that is contrary to these Contest Rules or that is otherwise disruptive to the proper operation of the Contest or by its nature is unjust to other Entrants or potential Entrants will be disqualified. Furthermore, any Entrant deemed to have entered profane, discriminatory, vulgar, illicit, or otherwise offensive material in any entry will be banned from the Contest and will not be eligible to win any prize. Any Winner who violates any part of the Contest Rules may have his/her prize withheld at the Administrator's sole discretion. All decisions made by the Administrator or its representatives, including without limitation those concerning the eligibility or disqualification of Entrants, are final and binding without right of appeal. All entries become the property of the Administrator and none will be returned.

- (c) **Problems and Disputes:** In the event that, for any reason whatsoever (including, without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared Winners, or the number of prizes claimed, is greater than the number of prizes available, the Administrator reserves the right, in its sole and absolute discretion, to end the Contest in whole or in part, without notice, and to award the correct number of prizes among the correct number of Winners, selected in accordance with these Contest Rules from among those eligible entries validly submitted prior to the termination of the Contest
- (d) **Release and Exclusion of Liability by the Entrants:** By entering or attempting to enter the Contest, each Entrant and/or purported Entrant agrees:
- (i) to release, discharge, indemnify and hold harmless the Contest Group and each of their respective members, directors, officers, employees, agents and representatives from and against any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the Entrant's participation or attempted participation in the Contest, compliance or non-compliance with these Contest Rules, and acceptance and use of any prize;
 - (ii) that the Contest Group and their shareholders will not be liable or responsible for any lost, incomplete, late, unintelligible/illegible, falsified, damages or misdirected entries or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting death, injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest; and
 - (iii) that any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such

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an attempt be made, the Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

10. USE OF PERSONAL INFORMATION

- (a) By participating in the Contest, each Entrant: (i) grants the Administrator the right to use his/her name and other personal information collected in connection with the Contest for the purpose of administering the Contest, including but not limited to contacting and announcing Winners; and (ii) acknowledges that the Administrator may disclose such personal information to third party agents and service providers of the Administrator in connection with any of the activities listed above.
- (b) By participating in the Contest, each Winner authorizes the Contest Group and their advertising and promotional agencies and their respective employees or other agents or representatives to broadcast, publish and otherwise use the name and town/city of residence of the Winner, and any photographs, images, voice recordings and statements of the Winner captured in connection with the Contest, for publicity purposes, without any form of remuneration.
- (c) The Contest Group comprises certain entities that are considered public bodies and subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta). By participating in the Contest, each Entrant acknowledges and agrees that personal information disclosed by him/her in connection with the Contest is subject thereto, and further subject to the applicable privacy policies of the Contest Group. Subject to the foregoing, the Contest Group will not communicate with any Entrant on any matter that is unrelated to the Contest, commercial or otherwise, unless the Entrant has otherwise consented thereto.

11. APPLICABLE LAWS

These are the official rules of the Contest. The Contest and these Contest Rules, including any issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules or the rights and obligations as between an Entrant and the Administrator (or the Contest Group) in connection with the Contest, shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein, and each Entrant agrees to attorn to the exclusive jurisdiction of the Courts of the Province of Alberta in respect of any dispute or question of construction, validity, interpretation or enforceability arising herefrom. 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 Contest Group.

12. MISCELLANEOUS

In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to any Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of these Contest Rules shall prevail, govern and control.

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