

The 2014 Summer #IAMDOWNTOWN Contest Rules & Regulations

A contest by the Calgary Downtown Association

Contest Period

1. The #IAMDOWNTOWN Instagram and Twitter Contest (the “Contest”) starts at 12:01:00 pm on Monday April 21st (the “Contest Start Date”) and ends at 11:59:00 pm on Thursday September 4th 2014 (the “Contest Period”). All times listed are in Mountain Standard Time (“MST”).

Eligibility

2. The Contest is open to all legal residents of Alberta, who are over the age of 18 (the “**Entrant**”) at the Contest Start Date. The Contest is not open to employees of the Calgary Downtown Association (the “Sponsor”) its parent and affiliated companies, representatives, dealers and agents, contest suppliers and judges, those with whom they are domiciled and members of their immediate families regardless of where they reside. For these rules, “immediate family” means mother, father, sister, brother, son, daughter, spouse, common law partner, or dating partner.

How to Enter

General Entry Info

3. No Purchase Necessary. To participate in the Contest, you must have an Instagram or a Twitter account and proceed as follows. Download the Twitter or Instagram apps for your smartphone or computer. Follow the instructions on how to create your account. There are no fees associated with the creation of a Twitter or Instagram account.
4. The Instagram photo or tweet or Twitter post must be of a Downtown Calgary experience and use the “#IAMDOWNTOWN” hashtag (both systems support the use of hashtags)
5. To enter the contest, post a photo or tweet on your Instagram feed or post your comment on Twitter during Contest Period and include the hashtag #IAMDOWNTOWN. All Instagram photos and tweets are eligible to win (there is no maximum number of entries per day). Each photo or tweet or tweet entry must comply with the Photo or Tweet Entry Rules set out below. All entries from eligible entrants posted within the specified Contest Period to be entered into the random draws for either the Weekly Prizes or Grand Prize. Only eligible entries can be confirmed winners.
6. A winner will be selected by a representative of the Sponsor from Twitter or Instagram posts that use the #IAMDOWNTOWN hashtag during each weekly contest period.
7. A Prize must be accepted as awarded, is non-refundable, non-transferrable, cannot be replaced if lost or stolen, and is not convertible to cash. The Sponsor reserves the right, in its sole discretion, to substitute a Prize for a prize of equal or greater value if the Prize cannot be awarded as described for any reason.

8. Odds of winning depend on the total number of eligible entries received during each Contest Day.
9. The prizes do not include transportation to the sponsoring restaurant, retailer or venue, or transportation to Calgary.
10. Any additional costs incurred for items above the value of the gift certificate are the sole responsibility of the winner.

Weekly Prizes

11. The Sponsor will select twenty (20) **Weekly Prize draw winners**, with a potential winner selected each Friday morning following the close of the preceding week's contest, from the eligible entries submitted by the deadline. Each draw will happen at approximately 10:00am in Calgary Alberta by the contest judges, who may be employees of the Sponsor.
12. Weekly winners will be selected from photos or tweets submitted during the contesting period based on the following criteria:
 1. represents a positive downtown Calgary experience
 2. level of creativity expressed in the photo or message
 3. represents an inspiring downtown experience or adventure
13. Each Weekly draw will draw from all eligible entries received during the applicable Contest Week.
14. Weekly prize winners will be selected each week, from qualifying entries, for the following periods:
 - Weekly period 1: 12:01:00 am April 21st 2014 to 11:59:00 pm April 24th 2014; winner to be selected from qualifying entries on April 25th 2014
 - Weekly period 2: 12:01:00 am April 25th 2014 to 11:59:00 pm May 1st 2014; winner to be selected from qualifying entries on May 2nd 2014
 - Weekly period 3: 12:01:00 am May 2nd 2014 to 11:59:00 pm May 8th 2014; winner to be selected from qualifying entries on May 9th 2014
 - Weekly period 4: 12:01:00 am May 9th 2014 to 11:59:00 pm May 15th 2014; winner to be selected from qualifying entries on May 16th 2014
 - Weekly period 5: 12:01:00 am May 16th 2014 to 11:59:00 pm May 22nd 2014; winner to be selected from qualifying entries on May 23rd 2014
 - Weekly period 6: 12:01:00 am May 23rd 2014 to 11:59:00 pm May 29th 2014; winner to be selected from qualifying entries on May 30th 2014
 - Weekly period 7: 12:01:00 am May 30th 2014 to 11:59:00 pm June 5th 2014; winner to be selected from qualifying entries on June 6th 2014
 - Weekly period 8: 12:01:00 am June 6th 2014 to 11:59:00 pm June 12th 2014; winner to be selected from qualifying entries on June 13th 2014
 - Weekly period 9: 12:01:00 am June 13th 2014 to 11:59:00 pm June 19th 2014; winner to be selected from qualifying entries on June 20th 2014
 - Weekly period 10: 12:01:00 am June 20th 2014 to 11:59:00 pm June 26th 2014;

winner to be selected from qualifying entries on June 27th 2014

- Weekly period 11: 12:01:00 am June 27th 2014 to 11:59:00 pm July 3rd 2014; winner to be selected from qualifying entries on July 4th 2014
- Weekly period 12: 12:01:00 am July 4th 2014 to 11:59:00 pm July 10th 2014; winner to be selected from qualifying entries on July 11th 2014
- Weekly period 13: 12:01:00 am July 11th 2014 to 11:59:00 pm July 17th 2014; winner to be selected from qualifying entries on July 18th 2014
- Weekly period 14: 12:01:00 am July 18th 2014 to 11:59:00 pm July 24th 2014; winner to be selected from qualifying entries on July 25th 2014
- Weekly period 15: 12:01 am July 25th 2014 to 11:59 pm July 31st 2014; winner to be selected from qualifying entries on August 1st 2014
- Weekly period 16: 12:01 am August 1st 2014 to 11:59 pm August 7th 2014; winner to be selected from qualifying entries on August 8th 2014
- Weekly period 17: 12:01 am August 8th 2014 to 11:59 pm August 14th 2014; winner to be selected from qualifying entries on August 15th 2014
- Weekly period 18: 12:01 am August 15th 2014 to 11:59 pm August 21st 2014; winner to be selected from qualifying entries on August 22nd 2014
- Weekly period 19: 12:01 am August 22nd 2014 to 11:59 pm August 28th 2014; winner to be selected from qualifying entries on August 29th 2014
- Weekly period 20: 12:01 am August 29th 2014 to 11:59 pm September 4th 2014; winner to be selected from qualifying entries on September 5th 2014

15. The odds of winning a weekly draw are one in the total number of entries received for the week in question. Odds will vary depending on the total number of entries in each week.

16. Selected winners will be contacted by the Sponsor through the social media channel through which they submitted their entry.

17. Each weekly prize will consist of Visa gift cards or partner gift cards of a minimum of \$100.00

18. All monetary values for weekly prizes are stated in lawful currency of Canada.

Grand Prize

19. There will be one (1) Grand Prize draw selecting one (1) potential winner, conducted on the morning of September 4th 2014, from all the eligible entries submitted within the Contest Period. The draw will be made by 10:00 am in Calgary Alberta by the contest judges, who may be employees of the Sponsor or their Agencies.

20. The Grand Prize winner will be selected from photos or tweets submitted during the contesting period based on the following criteria:

1. represents a positive downtown Calgary experience
2. level of creativity expressed in the photo or message
3. represents an inspiring downtown experience or adventure

21. Eligibility for the Grand Prize is independent of the weekly draws; that is to say that winning one of the weekly draws does not qualify or disqualify the participant from the Grand Prize Draw

The odds of winning the Grand Prize weekly draw are one in the total number of entries received for the week in question. Odds will vary depending on the total number of entries in during the entire contest period.

22. The Grand Prize will consist of Gift Certificates totaling a minimum of \$1,000.00

23. Selected winners will be contacted by the Sponsor through the social media channel through which they submitted their entry.

24. Selected winners must reply to the Sponsor within three (3) days (i.e. by the following Monday) in order to claim their prize. If a selected winner does not reply, the Sponsor has the option to re-draw a winner for that contest period.

Photo and Tweet Entry Rules

21. Your photo or tweet entry must:

- a. be posted directly to your Instagram feed or Twitter account and include the designated hashtag #IAMDOWNTOWN and a description.
- b. be your original creation, and be a photo or tweet created solely by you. Reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as your original creation;
- c. be a photo or tweet that represents a positive experience from downtown Calgary as defined by the Calgary Downtown Association's official boundaries (see our "About" page for information - <http://www.calgarydowntown.com/about>)
- d. not violate the rights of any third party, including, but not limited to copyright. For example, your photo or tweet entry must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights;
- e. not have been submitted during a previous Weekly Contest, published previously, used commercially, be taken from another website (including stock photo sites) submitted to another competition or contest, or won any other award;
- f. be in "good taste" and in keeping Calgary Downtown Associations' (and participating businesses) brand image and must not be explicit or offensive, as determined by the Calgary Downtown Association, in its sole and absolute discretion;
- g. not contain any commercial content that promotes any product or service;
- h. not be false, inaccurate or misleading;
- i. not violate any law or regulation;
- j. not be libelous, threatening or harassing;
- k. not instigate others to commit illegal activities or violate human rights; and

- I. not contain any viruses, worms, or other interfering computer programming.
22. You must warrant that your photo or tweet entry meets the Entry Rules, set out above. The Sponsor reserves the right to deem ineligible and exclude from the Contest any photo or tweet entry that the Sponsor, in its sole and absolute discretion, determines does not meet the Photo or Tweet Entry Rules.
23. Your right to submit a photo or tweet entry must not be restricted in any way. You must be able to provide legal releases for use of your photo or tweet entry by Calgary Downtown Association in any format, and materials related to the Contest, including in relation to any third party's name, likenesses or work ("Third Party Elements") included in your photo or tweet entry. All Instagram photo or tweets or tweets posted using the hashtags associated with this contest (that is to say #IAMDOWNTOWN) may be shared by the Sponsor and may be reposted in their various social media accounts.
24. The Sponsor's right to use a photo or tweet entry: You acknowledge that your photo or tweet entries will immediately appear in your Instagram feed after they are posted and may appear in other electronic and print materials related to the Contest, including promotional materials. By posting a photo or tweet using the designated contest hashtag you irrevocably, perpetually, and without limitation, grant The Sponsor the right to use, publish, adapt, sublicense, edit, dispose of, and/or modify such photo or tweet entry and the concepts and Third Party Elements embodied therein in any way, in commerce, and in any and all media worldwide in electronic and print materials related to the Contest, and waive all your rights, including moral rights, in the photo or tweet entry, without notice or compensation, and agree that you may be required to sign a release to that effect.
25. You acknowledge that The Sponsor may share your photo or tweet within its website, consumer emails, Facebook account, Twitter account, or Instagram feed for the purposes of promoting Calgary's downtown and businesses within.
26. The Sponsor will not sell your tweet, Instagram image or user information to any third parties.
27. Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple Instagram accounts, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of The Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these rules will be judged void. All entries become the property of The Sponsor upon receipt and none will be returned. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.

Winner Verification & Publicity/Liability Release

28. Selected Entrants will be announced via The Sponsors Instagram feed or Twitter feed by “re-posting” the Selected Entrants’ photo or tweet and “tagging” their Instagram @usernames at approximately 10:00a.m on the applicable draw date. Selected Entrants will be required to contact The Sponsor. Selected Entrants have until midnight the following business day to email The Sponsor and Selected Entrants must satisfy the requirements of Rules as outlined below. If an email is not received from a Selected Entrant within the prescribed time, the Prize may be forfeited and awarded to an alternate Entrant.
29. To be confirmed a Winner, a Selected Entrant must:
- i. be eligible and in compliance with these Official Rules;
 - ii. correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical, skill testing question to be administered by telephone at a pre-arranged, mutually convenient time; and
 - iii. sign and return (by mail to 304 8 Avenue Southwest #720 Calgary, AB T2P 1C2, **by fax** to 403-265-1932, **or by email** to info@downtowncalgary.com within two (2) business days of delivery, an Affidavit of Eligibility and Liability/Publicity Release (“Declaration and Release document”) releasing the Sponsor, its subsidiaries, affiliates and advertising and promotional agencies, from any liability, losses, damages and expenses which may be suffered or incurred in connection with this Contest or the Prizes.

Conduct and Limitation of Liability

25. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant they find to be:
26. (a) violating these Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) acting in an unsportsman-like or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any attempt by an Entrant or any other individual to undermine the legitimate operation of the Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.
27. The Sponsor takes no responsibility for typographical errors or other production errors, including but not limited to, in any photo or tweets or comments posted on the website, @Downtowncalgary Instagram profile or Twitter feeds and in any advertising.
28. By accepting a Prize, each declared Winner consents to the use of his/her Instagram photo or tweet entry, user name, first name, statements, city of residence and/or photo or tweet content or other likeness in any advertising or promotional activities carried out in any medium by the Sponsor and/or its advertising agencies, without further notice or compensation.
29. Entrants release and hold harmless the Sponsor, its parent and affiliated companies, advertising and promotional agencies, and all of its directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively the “Releasees”) from any liability in connection with this Contest or the awarding of a Prize.
30. Further, Sponsor and the Releasees are not responsible for any errors or omissions in the advertising of this Contest. Sponsor and the Releasees assume no responsibility for failure of the internet or the website during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the

internet or at any website, or any combination thereof including any injury or damage to an Entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion.

General

31. This Contest will be run in accordance with these Official Rules, subject to amendment by Sponsor only. By entering, Entrants agree to abide by these rules and will be deemed to have received, read and understood them by participating in the Contest.
32. All entries become the permanent property of the Sponsor and none will be returned. This Contest is void where prohibited and is subject to all applicable federal, provincial and municipal laws and regulations. The Contest is governed by the laws of the province of Alberta and the federal laws of Canada applicable therein.

Protection of Personal Information

33. Any personal information collected by Sponsor about Entrants is solely for the purpose of administering this Contest. No further communication will be received by Entrants unless Entrants provide Sponsor with permission to do. Please see Sponsor's Privacy Policy at <http://www.calgarydowntown.com/privacy.html> for information on its policy towards maintaining the privacy and security of personal information.