

## Sweepstakes Rules

### Inside Western - Western Communications' Draw

Inside Western Sweepstakes (the "Sweepstakes ") is administered by Western Communications (the "Sponsor"). Any questions, comments or complaints regarding the Sweepstakes should be directed to the Julia Capaldi, Communication Specialist, Arts & Humanities, Rm \_\_2G02\_\_, 1151 Richmond Street, London, Ontario N6A 3K1 or by email at [insidewestern@uwo.ca]. By participating in this Sweepstakes, each participant agrees to be legally bound by these official Sweepstakes rules (the "Rules").

#### 1. SWEEPSTAKES PERIOD

The Sweepstakes is run by the Sponsor and will take place from [June 22, 2023] 12:00:01 a.m. Eastern Time ("ET") to [July 15, 2023] at 11:59:59 p.m. ET (the "Sweepstakes Period"). The Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the Sweepstakes at any time, and select a winner from previously received eligible Entries.

#### 2. WHO IS ELIGIBLE TO ENTER THE SWEEPSTAKES?

The Sweepstakes is open to staff and faculty of the Western University who are:

- (i) Legal residents of Canada (excluding Quebec);
- (ii) Who have reached the age of majority in their jurisdiction of residence as of the date of entry;
- (iii) Who agree to be bound by these Rules; and
- (iv) Who have completed Western Communication's Survey on Inside Western.

This Sweepstakes is not open to everyone. You cannot enter, and are not eligible to win, if you, a member of your immediate family, or someone in your household is an employee of Western Communications.

#### 3. HOW DO I ENTER THE CONTEST?

**No purchase necessary.** You must complete the survey on Inside Western provided by Western Communications, which will be received through Qualtrics. Following completion of the survey, you will receive a secondary survey and will need to do the following to participate in the draw:

- a. review the Rules and Regulations,
- b. click the button next to "I agree to Rules and Regulations",
- c. enter your contact information,
- d. then click on the Enter button to submit an entry.

The submission by an eligible applicant that meets the requirements of these Rules will be considered an entry to the Sweepstakes (each an "Entry"). Each eligible participant may only submit one Entry.

**No purchase necessary.** Individuals who meet the criteria in Section 2 may enter the Sweepstakes by submitting the following information through this webpage:

Name and email address (name@uwo.ca)

Each submission by an eligible applicant that meets these requirements will be considered an individual entry into the Sweepstakes (each an “Entry”). Each eligible participant may only submit one Entry.

**4. WHAT PRIZES ARE AVAILABLE TO BE WON?**

Each eligible participant who makes an Entry has the chance to win one of a total of **3** prize(s) (individually referred to as a “Prize” and collectively referred to as the “Prizes”) consisting of the following:

Total Number of Prize(s)	Total Number of Winners	Prize Details
3	3	\$50 Campus Gift Card

All amounts in these Rules are in Canadian dollars.

**5. HOW ARE WINNER(S) SELECTED?**

**5.1 Random Draw:** On or about [June 2, 2023] at 1:00 p.m. (the “Draw Date”) in the city of London, Ontario, at the offices of Western Communications, **three (3)** Entries will be randomly selected from a server-generated list of all Entries received by the Sponsor’s servers during the “Sweepstakes Period”. The participants who own the selected Entries, and who are otherwise eligible to win, will be the selected participants who are eligible to win the Prizes subject to compliance with these Rules.

**5.2 Odds of Winning:** The odds of winning a Prize are dependent on the number of all eligible Entries received by the Sponsor during the Sweepstakes Period in accordance with these Rules.

**5.3 Contacting Selected Participant:** The Sponsor will make a minimum of two (2) attempts to contact each selected participant by email using the information provided at the time of submission of an Entry, within 5 business days of the Draw Date. If a selected participant cannot be contacted or refuses or fails to respond to the Sponsor as requested, then they will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right to randomly select an alternate selected participant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected participant).

**5.4 Skill-Testing Question:** In order to be declared a Prize winner(s), each selected contestant must, in addition to meeting the Sweepstakes eligibility criteria and otherwise complying with these Rules, correctly answer, a mathematical skill-testing question without assistance of any kind, whether electronic or otherwise.

If a selected contestant:

- does not correctly answer the mathematical skill testing question in the manner prescribed;
- cannot accept a Prize for any reason; or
- otherwise fails to comply with the Rules;

then they will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right to select by random draw from among all remaining eligible Entries a new selected participant as the potential winner of the Prize (in which case the foregoing provisions of this section shall apply to such newly selected participant).

## 6. AWARDING OF PRIZES(S)

**6.1 Prize Recipient(s):** The confirmed Prize winners will receive a Prize within a month after having been declared a Prize winner.

**6.2 Prizes Notification :** The Sponsor or its representatives will determine how the presentation of each Prize will occur and this may be either in a media event, by email, regular mail or in person.

## 7. GENERAL TERMS AND CONDITIONS

**7.1 Verification of Entries:** The Sponsor reserves the right to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any participant in the Sweepstakes. A participant whose Entry cannot be verified to the satisfaction of Sponsor may be disqualified from the Sweepstakes and will not be eligible to win a Prize. In that case, Sponsor reserves the right to conduct a reselection of a selected participant by random draw. The sole determinant of the time for the purposes of a valid Entry in this Sweepstakes will be the Sweepstakes server machine(s) in Eastern Time.

**7.2 No Liability:** The Releasees (defined below in Section 7.7) will not be liable for: (i) any failure of the Sponsor's website, Sponsor's servers or other sites during the Sweepstakes; (ii) any technical or other problems preventing the submission of an Entry; (iii) the failure of any Entry from the participant to be received by the Sponsor or email from the Sponsor to be received by a selected participant for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; and (iv) any combination of the above.

**7.3 Acceptance of a Prize:** Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except in Sponsor's sole and absolute discretion). The cost of everything not specifically stated as included in a Prize is the sole responsibility of the winner. If the winner does not utilize any part(s) of their Prize, then any such part(s) not utilized may be forfeited in their entirety and nothing will be substituted in their place. By accepting a Prize, each winner agrees to waive all recourse against the Releasees (as defined in Section 7.7) if the a Prize or a component thereof does not prove satisfactory, either in whole or in part.

**7.4 Substitution of Prizes:** The Sponsor reserves the right for any reason whatsoever to substitute for any Prize, or part thereof, a substitute prize of equivalent or greater value, including without limitation a cash award.

**7.5 Number of Prizes/Winners :** By entering the Sweepstakes, each participant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules. 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 Sweepstakes, whether technical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by participants is greater than the number of prizes available, the Sponsor reserves the right to end the Sweepstakes 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 Rules from among those eligible entries validly submitted prior to the termination of the Sweepstakes.

**7.6 Variation and Termination Due to Unforeseen Issues:** The Sponsor reserves the right to void any Entry and/or withdraw, suspend, amend or terminate this Sweepstakes in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law), in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Sweepstakes as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

The Sponsor reserves the right and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance of any participant, or Entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, affects the proper administration of the Sweepstakes as contemplated in these Rules.

**7.7 Release and Exclusion of Liability.** By entering or attempting to enter the Sweepstakes, each participant and/or purported participant agrees to release and hold harmless the Sponsor, and its respective officers, governors, employees, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, demands, causes of action, damages and liabilities of whatever nature or kind arising out of, or in connection with the participant’s participation or attempted participation in the Sweepstakes, compliance or non-compliance with these Rules and acceptance, use or misuse of a Prize. The Releasees will not be responsible for any lost, incomplete, late or misdirected Entry or for any failure of the Sweepstakes website during the Sweepstakes 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 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 Sweepstakes.

**7.8 Use of Personal Information:**

**(a)** Each winning participant:

- authorizes the Sponsor to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification; and
- agrees that anything created by the Sponsor which is derived from the contestant's voice, photograph, image, likeness or any statements the winning participant makes regarding a Prize, is owned by the Sponsor.

**(b)** If a participant has any questions or does not wish the Sponsor to publicly use any or all of their name, photograph, image, likeness, biographical information, any statements made regarding a Prize, place of residence, and/or voice, please contact the Department of Alumni Relations.

**7.9 Personal Information:** By entering this Sweepstakes, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry only for the purpose of administering the Sweepstakes in accordance with Sponsor's privacy policy and the *Freedom of Information and Protection of Privacy Act* (Ontario).

**7.10 Conflicting Terms:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Sweepstakes-related materials, these Rules shall prevail, govern and control

**7.11 Applicable Law, Attornment, Sponsor's Decisions:** This Sweepstakes and these Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Sponsor and each participant hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The decisions of the Sponsor with respect to all aspects of this Sweepstakes are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of participants and entries.

**7.13 Waiver and Severability:** Failure by the Sponsor to enforce any of its rights at any point does not constitute a waiver of those rights. Each term and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

**7.14 Captions & Headings:** The captions and headings of clauses contained in these Rules preceding the text of the articles, sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of these Rules, or have any effect on their interpretation or construction.