

# Calgary Co-op "Oakridge Giveaway – Kenmore Espresso Machine" Contest

## Official Rules and Regulations

The Calgary Co-op "Oakridge Giveaway – Kenmore Espresso Machine" (the "**Contest**") is sponsored by Calgary Co-operative Association Limited, #110, 151 -86 Ave. S.E. Calgary, Alberta T2H 3A5 ("**Calgary Co-op**"). By participating in the Contest, entrants acknowledge compliance with, and agree to be bound by, these contest rules (the "**Contest Rules**"). Entrants who do not comply with any of the Contest Rules are subject to disqualification by Calgary Co-op in its sole discretion.

### 1. ELIGIBILITY

A) This Contest is open to legal residents of the Province of Alberta who are Calgary Co-op members and 18 years of age or older, with the exception of employees of Calgary Co-op and its related and affiliated companies, subsidiaries, departments or agencies, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials, and their immediate family members and those living in the same household.

B) Calgary Co-op shall have the right at any time to require proof of identity and eligibility to participate in the Contest. Failure to provide such proof may result in disqualification from the Contest, in Calgary Co-op's sole discretion.

### 2. CONTEST PERIOD

A) The Contest begins at 08:00 a.m. Mountain Standard Time ("MST") on Thursday, April 17, 2025 and ends at 10:00 p.m. MST on Wednesday, April 23, 2025 (the "Contest End Date") after which time the Contest will be closed and no further entries will be accepted.

### 3. CONTEST MECHANICS

A) How to Enter. Eligible participants can enter the Contest by either: (i) spending the minimum amount of \$75 on groceries at Oakridge only; or (ii) by mailing an original short essay, written in full coherent sentences in the English language and which is no longer than 500 words, describing why they should win the contest before the Contest End Date to: Oakridge Grand Opening Contest, c/o Member Relations, Calgary Co-operative Association Ltd. #110, 151 -86 Ave. S.E. Calgary, Alberta T2H 3A5 (a "Mailed Entry"). For this Contest receipt of an Online Entry occurs when Calgary Co-op's server records the entry information and receipt of a Mailed Entry occurs when the posted item is actually received by Calgary Co-op at the designated address. All entries must be complete and are subject to verification by Calgary Co-op, in its sole discretion. An Online Entry or Mailed Entry, as the case may be, by an eligible participant in accordance with these Contest Rules will consist of one entry to the Contest. There is a limit of one entry per natural person in this Contest and non-natural entities, e.g. corporations, etc., are prohibited from entry.

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 accounts, identities, or registrations, all in Calgary Co-op's sole discretion, shall be deemed as tampering and may disqualify an entrant from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. 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 of the Contest Rules are void. Entrants grant Calgary Co-op a non-exclusive license to use their entries for any purpose. No correspondence will be entered into except with the Selected Entrant (as defined below). Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry. Calgary Co-op has sole and absolute discretion in deciding whether or not any particular entry is in compliance with these Contest Rules and/or warranting disqualification.

B) Contest Prizes. There is a total of one (1) prize available to be won as follows: Kenmore Espresso Machine redeemable at Calgary Co-op Oakridge Food Centre only. (approximate retail value: \$479.00 CAD) (the "Prize").

Each entrant assumes any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or the use or redemption of the Prize, if selected as the winner. The Prize has no cash value, must be accepted as awarded, and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Calgary Co-op. The Prize or any portion of it cannot be combined with other discounts, promotions or special offers. Any unused portion of a prize will be forfeited and have no cash value. Calgary Co-op reserves the right, in its sole discretion, to substitute an alternative prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

C) Odds of Winning: The odds of winning depend on the number of eligible entries received before the Contest End Date.

D) Skill-testing Question. The Selected Entrant will be required, as a condition of winning the Prize, to correctly answer, without assistance of any kind, a mathematical skill-testing question.

E) Winner Selection and Confirmation. Within ten (10) days of the Contest End Date (the "Draw Date"), an employee, agent or other representative of Calgary Co-op, will conduct a random draw from all eligible entries received before the Contest End Date and select the potential winners ("Selected Entrant"). The Selected Entrant will be deemed the Contest winner if they meet all of the eligibility criteria set out in these Contest Rules. If the Selected Entrant does not meet the

eligibility criteria, they will be disqualified and will not receive the Prize and another entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, the Selected Entrant will be required to: (i) sign and return Calgary Co-op's Declaration of Eligibility and Release form ("Winner Release") and correctly answer Calgary Co-op's skill-testing question therein; and (ii) comply with all other Contest Rules, all in the sole discretion of Calgary Co-op.

The Selected Entrant will be notified on or shortly after the Draw Date and will be contacted through the telephone number, email address or other contact information provided at the time of entry into the Contest. Up to three attempts will be made to contact the Selected Entrant following the draw. A Selected Entrant that does not or cannot accept the Prize may be forfeited and a new Selected Entrant selected by random draw, in Calgary Co-op's sole discretion. Calgary Co-op is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for Calgary Co-op to receive a Selected Entrant's response. A signed copy of the Winner Release must be returned to Calgary Co-op promptly or, otherwise, by no later than the following business day upon Calgary Co-op's express request. A Selected Entrant that is deemed the Contest winner hereunder (the "Winner") may claim their Prize in the City of Calgary, Alberta within seven (7) business days of being notified of being selected as the Winner and that they have satisfied all Contest eligibility criteria and requirements (including, but not limited to, completion of the Winner Release), whereby the Winner will need to pick up the Prize at the Calgary Co-op location of their choice after having provided reasonable advance notice to Calgary Co-op of such pick-up location. Failure to claim the Prize within the allotted time period may result in the Winner's disqualification and forfeiture of all rights to the Prize, in Calgary Co-op's sole discretion.

## **5. PRIVACY**

A) By participating in the Contest all entrants consent to the collection, use and disclosure of the personal information submitted by an entrant to enter the Contest, including, but not limited to, the entrant's name, email address, postal address, membership number and telephone number, for the purpose of Calgary Co-op's administration of the Contest as described in these Contest Rules and in accordance with Calgary Co-op's Privacy Policy located at <https://www.calgarycoop.com/privacy-policy/>.

If selected as the Winner, the selected entrant will be required to consent in the Winner Release to the collection, use and disclosure of their personal information, including, but not limited to, their name, voice, image and likeness, by Calgary Co-op and its promotional partners for the purpose of publicizing the results of the Contest in Canada and in promotional materials related thereto.

## **6. LIMITATION OF LIABILITY**

A) Calgary Co-op assumes no responsibility for, and the entrants hereby release Calgary Co-op from any and all liability for: (i) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Winner Release including, but not limited to, due to theft or destruction or unauthorized access to, or alteration of, entries; (iv) injury or damage to entrants' computers or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting the Prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of the Prize, including, but not limited to, any use of entries by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner. Calgary Co-op assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including, but not limited to, both those reasons within the control of and beyond the control of Calgary Co-op, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest, the Contest website and/or Calgary Co-op's social media channels. Each entrant assumes liability for injuries caused or claimed to be caused by participating in the contest, or by the acceptance, possession, use of, or failure to receive any prize.

The Winner must sign the Winner Release to: (i) confirm compliance with all Contest Rules; (ii) agree to accept the Prize as awarded; (iii) release, discharge and hold harmless Calgary Co-op, its departments and agencies, related and affiliated companies, subsidiaries, advertising and promotional agencies, counsel, marketing partners, Facebook, Instagram and each of their respective directors, officers, employees, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest ("Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of entries by Calgary Co-op, suit, debt, covenant, contract, including, without limitation, legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by the Winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the Winner, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the Winner's participation in the Contest and/or in connection with the acceptance and/or exercise of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including without limitation legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by the Winner with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by the Winner of the Prize.

## **7. GENERAL**

A) Calgary Co-op reserves the right to terminate, modify, amend or suspend this Contest at any time and in any way, without prior notice to entrants. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, Calgary Co-op reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

B) This Contest shall be governed exclusively by the laws of the province of Alberta, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest rules, rights and obligations between entrants and Calgary Co-op and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in the City of Calgary in the Province of Alberta. The Contest is void where prohibited by law.

C) Calgary Co-op reserves the right, in its sole discretion, to amend or modify these Contest Rules without prior notice to entrants for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of Calgary Co-op corrupts, or threatens to corrupt, the security or proper administration of the Contest.

D) All Contest intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by Calgary Co-op or its licensors. All rights reserved. Unauthorized copying or use of any of the intellectual property of Calgary Co-op or its licensors without their express written consent is strictly prohibited.