

Contest Rules

City of St. Albert – 2021 Dig In Dining Week Contest (the “Contest”)

This Contest is intended for residents of Alberta only and will be interpreted according to the laws of Alberta. This Contest is being conducted by the City of St. Albert (the “Sponsor”).

NO PURCHASE NECESSARY TO ENTER OR WIN.

HOW TO ENTER

The Contest begins on or about 10:00 AM (MT), November 5, 2021 and ends with all entries submitted online by 11:59 PM (MT) on November 14, 2021 (hereinafter referred to as the “Contest Period”).

To enter, participants must take a photo of their Dig In Dining Week meal during the contest period (you can also include yourself, or other items in the photo as long as it includes the Dig In Meal). Dig In Dining Week meals are listed on the Dig in Dining Week menu at one of the eighteen restaurants participating in 2021 Dig In Dining Week. You must share their submission picture publicly on Facebook, Twitter, or Instagram using the hashtag #DiginStAlbert. Entries must mention the restaurant name and include the hashtag: #DiginStAlbert.

Entries may also be submitted via email to: amacdonald@stalbert.ca, please include the photo as indicated above, the name of the restaurant and indicate the Dig In Dining Week meal.

Prize winners will be contacted by 5:00 PM (MT) on Thursday, November 19, 2021.

PRIZE

There are ten (10) prizes available to be won, each consisting of:

- One (1) \$50 gift card to one of the nineteen restaurants participating in the 2021 Dig in Dining Week. The retail value of each prize is \$50. Participating restaurants include:
 - Buco Pizzeria + Vino Bar St Albert
 - The Cajun House
 - Central Social Hall
 - Jacks Burger Shack
 - Riverbank Bistro
 - MD Distillery
 - Endeavour Brewing Co.
 - Socrates Restaurant
 - Sorrentino’s
 - St. Louis Bar & Grill
 - Taste of Ukraine
 - The Hot Grill
 - Tryst Wine & Small Plates
 - Vee Restaurant & Lounge
 - Flame Kitchen

- Sunset Grill
- XIX Nineteen
- Nello's
- The Glasshouse Kitchen & Bar

The prize will be randomly awarded to ten eligible Contest entrants. The prize must be accepted as awarded. The prize is not redeemable for cash or credit, in whole or in part. Some restrictions apply. No substitution or transfer of prizes are allowed except at the discretion of the Contest Sponsor. In order to receive their prize, the Contest winner must correctly complete a mathematical skill-testing question and sign a standard declaration and release form confirming compliance with the Contest rules together with a consent for the City of St. Albert to use the winner's name and likeness online, in print, and in any other media in connection with the Contest and for advertising and promotional purposes without further notice or additional compensation. The prize winner agrees to cooperate with the Sponsor in arranging for photographs or other forms of publicity and to be available for photographs or other forms of publicity on reasonable notice.

The Contest winner is responsible for picking up the prize(s) during normal weekday business hours within 30 days of the draw. The Contest winner may, within seven days of being selected, contact the City at amacdonald@stalbert.ca to arrange for contactless delivery, and the prize will be couriered to an address in the province of Alberta. Non-compliance within this time period may result in disqualification and selection of an alternate winner(s).

THE DRAW

The prize winner will be randomly selected from all eligible entries received during the Contest Period. The prizes draw will be conducted by the Sponsor no later than **Wednesday, November 18, 2021 at 5:00 PM (MT)** in St. Albert, Alberta. The selected winner will be notified by message on Facebook, Twitter or email by 5:00 PM (MT) on **Thursday, November 19, 2021**.

Return of any prize notification as undeliverable or failure of the prize winner to successfully answer the skill-testing question within 30 days of notification of selection may result in disqualification and selection of an alternate winner.

ODDS

The chances of winning are dependent on the total number of eligible entries received during the Contest Period.

ELIGIBILITY

This contest is open to individuals who are residents of Alberta and are 18 years of age or older by midnight on the last day of the Contest Period.

This Contest is only open to individuals using their personal accounts on Facebook or Twitter. Accounts from pages, businesses or organizations are not eligible. Contest participants are responsible to ensure that their Facebook or Twitter privacy settings do not prevent the Sponsor from contacting them in the event they are selected as a winner. Noncompliance with this requirement may result in disqualification and selection of an alternate winner.

This contest is not open to employees or the Mayor and Councillors of the City of St. Albert.

FACEBOOK, TWITTER AND INSTAGRAM

The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or Instagram. Contest entrants are providing their information to the Contest Sponsor and not to Facebook, Twitter or Instagram. Facebook, Twitter and Instagram are completely released of all liability by each entrant in the Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor.

GENERAL

This Contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering the Contest, participants agree to be bound by these official Contest rules and the terms and conditions under which the prizes is awarded.

If, for any reason, this Contest is not capable of being completed as planned by the Sponsor including, but not limited to, computer virus, bugs, tampering, technical failures or other causes beyond the control of the Sponsor, the Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest or modify the Contest rules at any time. Further, the Sponsor generally reserves the right not to award a prize. The Sponsor may make substitutions of equivalent kind or value in the event of the unavailability of a prize (or component thereof) for any reason whatsoever. The Sponsor may terminate or withdraw this Contest at any time by posting a notice online. If the Contest is terminated on any day prior to the last day of the Contest Period (the "Termination Date"), the Sponsor may determine the winner from all eligible entries received as of 5:00 PM (MT) on the Termination Date (which winner shall be randomly selected in accordance with these Contest rules).

USE OF PERSONAL INFORMATION

By entering the Contest and voluntarily providing their personal information, including photos of themselves as well as their dependents, all participants agree to the collection, use and disclosure by the Sponsor, and its respective employees and/or authorized agents, of participants' personal information for the purpose of administering the Contest, including, but not limited to, contacting selected winner. By entering the Contest, all participants agree to the use of their photos, videos, name, and likeness by the Sponsor online, in print, and in any other media in connection with the Contest and for marketing and promotional purposes. Personally-identifiable information will only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest rules. Personally-identifiable information will not be sold, shared or disclosed by the Sponsor or a third party engaged by the Sponsor for the purpose of administering the Contest. Participants' personal information is being collected under the authority of section 33(c) of the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25. If participants have any questions about the collection, use, or disclosure of personal information, they may contact the City of St. Albert Deputy City Clerk at 5 St. Anne Street, St. Albert, Alberta, T8N-3Z9 or 780-459-1706.

LIMITATION OF LIABILITY/RELEASE

By participating in the Contest, and as a condition of acceptance of the prize, participants release and forever discharge and hold harmless the City of St. Albert and its employees, officers, directors, agents, parents, subsidiaries, affiliates, and representatives (collectively, the

“Released Parties”), from and against any and all liability or any losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees on a substantial indemnity scale, hereinafter called “Claims”, and including without limitation any claims arising from any act of negligence of the Released Parties, that participants now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (i) participation in the Contest, or the awarding, acceptance, possession, use, or misuse or enjoyment of any prize, and where applicable, traveling to, preparing for, or participating in, any Contest-related or Prize-related event or activity; or (ii) the publicity rights granted to the Sponsor. Participants specifically acknowledge that there may be serious risks of bodily injury, death, or property damage associated with the acceptance, possession, use and/or misuse of the prizes and attendance at any event or participation in certain prize-related activities, and participants voluntarily assumes these risks. Participants agree to indemnify, defend, and hold harmless the Released Parties from any and all Claims in respect of the foregoing.

TECHNICAL ISSUES

The Sponsor is not responsible for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry), nor for any incorrect or inaccurate information, 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 processing of entries in the Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing; and are not responsible for any injury or damage to participants or to any computer related injury or damage resulting from participating in downloading materials in this Contest.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more prizes are claimed than are intended to be awarded according to these Contest rules, prizes will stop being awarded when the Sponsor becomes aware of an error respecting the number of prizes and the Sponsor reserves the right, in their sole and absolute discretion, to conduct a random draw from amongst all eligible and approved prize claimants whose claims have not yet been redeemed to award the remaining number of advertised prizes. In no event will the Sponsor be liable for more than the stated number of prizes contained in these Contest rules.

GENERAL DISQUALIFICATION

Any attempt made by a participant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Sponsor reserves the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any participant who, in the opinion of the Sponsor, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

JURISDICTION

The Contest is governed by the laws of Alberta and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. Participation constitutes your full and unconditional agreement to these Contest rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. By entering the Contest, you agree that the courts of Alberta, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of this Contest's Rules or the running of this Contest.