



Bow Valley Credit Union

First Goal Program

OFFICIAL CONTEST RULES

No purchase or payment of any kind is necessary to enter or win and will not increase or otherwise impact your chances of winning. Void where prohibited or restricted by law. Subject to all federal, provincial/territorial and local laws, regulations, and ordinances. Contest ends on February 24, 2018 at 11:59:59 pm MST (the “contest period”). The contest administrator's computer is the official time keeping device for this promotion.

1. ELIGIBILITY:

To be eligible to enter and to win a Prize in the “*First Goal Contest*” (the “**Contest**”), an entrant (each, an “**Entrant**” and collectively, the “**Entrants**”) must, at the time of entry, be a legal resident of Canada. Employees, officers, directors, representatives or agents (and those with whom such persons are living, whether related or not) of the Contest Administrator, or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfilment, and advertising/promotion/marketing agencies, or any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, the “**Contest Parties**”) are not eligible to enter or win. Each Entrant who participates in the Contest fully and unconditionally agrees to comply with and be legally bound by these Official Rules and the decisions of the Contest Administrator) which shall be considered final and binding (without right of appeal) in all respects relating to this Contest.

For the purposes of this Contest: “**Contest Administrator**” shall be Bow Valley Credit Union, 212-5th Avenue, Cochrane, Alberta, T4C 1A9 (the “**Contest Administrator**”);

2. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, during the Contest Period, eligible Entrants must have accomplished the following steps:

- a) Received a puck from Bow Valley Credit Union for their child or grandchild to commemorate the youth's first hockey goal or shutout. This can be accomplished online using the form available on the Bow Valley Credit Union community website (www.yourhappyplace.ca).
- b) The youth who scored the goal or posted the shutout must write a description/make an illustration to share the experience with Bow Valley Credit Union.

3. PRIZES AND ELIGIBLE WINNER SELECTION PROCESS:

For the purposes of this Contest, there is one (1) prize of a pair (2) Calgary Flames Hockey tickets for Sunday, March 11, 2018 against the New York Islanders available to be won during the Contest Period. The odds of winning depend on the total number of eligible entries submitted and received during the entry period. Eligible winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements in these Official Rules.

4. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Contest Administrator will inform the winning Entrant on or before March 1, 2018. If the winning Entrant does not respond for any reason within 48 hours from the time of notification or if there is a return of any notification as undeliverable; then the eligible Entrant may, in the sole and absolute discretion of the Contest Administrator, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Contest Administrator reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries submitted and received in accordance with these Official Rules during the applicable Entry Period.

5. ELIGIBLE WINNER CONFIRMATION PROCESS:

No one is a winner unless and until the contest administrator officially confirms him/her as a winner in accordance with these official rules. Before being declared a confirmed prize winner, the eligible Entrant that is selected as an eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Contest Administrator, be administered online, by email or other electronic means, by telephone, or

in the Contest Administrator form of declaration and release); and (b) sign and return within the timeframe specified by the Contest Administrator the Contest Administrator's form of declaration and release, which (among other things): (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Administrator in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible Entrant that is selected as an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Official Rules (all as determined by the Contest Administrator in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Contest Administrator reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries submitted and received in accordance with these Official Rules during the applicable Entry Period (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). The eligible winner is subject to verification by the contest administrator. An entrant is not a winner of any prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

6. GENERAL CONDITIONS:

a) PUBLICITY - LIMITATIONS OF LIABILITY AND RELEASES:

By participating in this contest, entrant agrees that the released parties will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of a prize, entry, or participation in this contest or in any contest-related activity, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. The released parties are not responsible if any prize cannot be awarded due to cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism. By participating in this contest, entrant agrees that the released parties will not be responsible or liable for any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages to persons, including death, or to property arising out of

access to and use of any website associated with this promotion or the downloading from and/or printing material downloaded from such site.

Except where prohibited by law, participation in the contest constitutes the winner's grant to the contest administrator (which grant will be confirmed in writing on request of contest administrator), and the released parties the right and permission to print, publish, broadcast, and use, world-wide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's entry, name, portrait, picture, voice, likeness, opinions and biographical information (including but not limited to hometown and province/territory) for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification.

without limiting the foregoing, everything regarding this contest, including the aforementioned website and the prize, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- b) Any attempt by an entrant or any other individual to damage any website associated with this contest or to otherwise undermine the legitimate operation of the contest may be a violation of criminal and civil law, and, should such an attempt be made, the contest administrator reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by law.

- c) Contest administrator's failure to enforce any term of these official rules shall not constitute a waiver of that provision. The contest administrator is the final authority on the interpretation of these official rules and reserves the right to change these official rules without prior notice to the extent permitted by law. The contest administrator reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Website, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the

equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries and/or other information; or (5) 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. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Contest Administrator, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Administrator may, in its sole discretion, void any suspect Entries and: (a) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; (b) award the Prizes from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria described above; and/or (c) take whatever action it deems necessary based on the circumstances to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Official Rules.

- d) **DISPUTES:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of the Province of Alberta (the “**Courts**”); (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event legal fees unless otherwise determined by the Courts; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Contest Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Alberta, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the Province of Alberta to apply.

- e) Participation in the Contest is subject to Contest Administrator's Privacy Policy and to the Terms of Use of the Website. IF YOU DO NOT AGREE TO THE PRIVACY POLICY AND TERMS OF USE OF THE WEBSITE, DO NOT ENTER THE CONTEST, PROVIDE ANY INFORMATION ON THE WEBSITE OR OTHERWISE USE THE WEBSITE AS IT RELATES TO THE CONTEST. By entering this Contest, each Entrant consents to the collection, use and distribution of his/her personal information (information that identifies an Entrant as an individual, such as telephone number, home address) by the Contest Administrator or its agents only for the purpose of implementing, administering and fulfilling the Contest in accordance with its privacy policy unless the Entrant otherwise agrees. This section does not limit any other consent(s) that an individual may provide the Contest Administrator or others in relation to the collection, use and/or disclosure of their personal information.
- f) By entering the Contest, each Entrant consents to the receipt of e-mail messages to his/her e-mail account from the Contest Administrator in connection with the administration of the Contest.
- g) The Contest Administrator reserves the right to withdraw, amend or suspend this Contest (or to amend these Official Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Administrator that interferes with the proper conduct of this Contest as contemplated by these Official Rules, including, without limitation, any error(s), problem(s), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Contest Administrator in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Contest Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law. The Contest Administrator reserves the right to cancel, amend or suspend this Contest, or to amend these Official Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Contest Administrator reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. ANYONE DEEMED BY THE CONTEST ADMINISTRATOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST ADMINISTRATOR AT ANY TIME.

- h) The Contest Administrator reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Official Rules, to the extent deemed necessary by the Contest Administrator, for purposes of verifying compliance by any Entrant and/or the legitimacy of any Entry and/or other information with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Administrator, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason.
- i) The Contest Administrator reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Administrator – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information for the purposes of this Contest; and/or (iii) for any other reason the Contest Administrator deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Contest Administrator within the timeline specified by the Contest Administrator may result in disqualification in the sole and absolute discretion of the Contest Administrator. In any such case(s), the Contest Administrator reserves the right, in its sole and absolute discretion and at any time, to take whatever action it deems necessary based on the circumstances to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Official Rules.

7. INTELLECTUAL PROPERTY:

All intellectual property used by the Contest Administrator in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Contest Administrator and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

8. LANGUAGE DISCREPANCY:

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.