

## SASKATCHEWAN COMMON GROUND ALLIANCE

### DIG SAFE BREAKFAST CONTEST (the “Contest”)

Watch a safety moment to Win!

April is Dig Safe month. The ground will soon be thawing and digging activity will be taking place across Saskatchewan. The Saskatchewan Common Ground Alliance (“SCGA” or “**Contest Sponsor**”) wants to encourage the digging community to remember the importance of why we Dig Safe.

Between March 28, 2022 and April 30, 2022, individuals that watch a segment of the 2022 SCGA safety video (the “**Safety Video**”) can enter to win a breakfast prize package. The Safety Video will consist of four (4) separate segments (each a “**Segment**”), and an individual will be permitted to enter to win a breakfast prize package for each Segment, for a maximum of four (4) entries in the Contest.

\*\*\*SEE FURTHER BELOW FOR OFFICIAL CONTEST RULES AND REGULATIONS\*\*\*

#### Contest Summary:

- No purchase necessary.
- An entry will be accepted upon an individual’s completion of viewing a Segment of the Safety Video during the Entry Period (defined hereunder).
- Each Segment (4 in total) of the Safety Video can be watched to receive a maximum of four (4) Contest entries per individual.
- An individual can view each Segment of the Safety Video online at [www.scga.ca](http://www.scga.ca).
- One hundred (150) breakfast prize packages to be won, each with an approximate retail value of \$30.00 CAD.
- Odds of winning will depend on the number of eligible entries received during the Entry Period.
- Skill-testing question required to win.
- Must be a resident of Saskatchewan and at least 18 years of age at time of entry in the Contest.
- On Wednesday, May 4<sup>th</sup>, 2022, a random draw will be conducted by the SCGA from all eligible entries received through all eligible entry methods to select the potential winners of the breakfast prize packages (the “**Draw**”).
- Those individuals whose names are drawn (the “**Selected Entrants**”) will be notified by email within approximately five (5) business days of the Draw. A Selected Entrant must respond within five (5) business days of first contact being made by the Contest Sponsor to that Selected Entrant in order to be eligible to win a Breakfast Prize package.

## **OFFICIAL CONTEST RULES AND REGULATIONS**

### **General**

1. The Contest is being sponsored by the Saskatchewan Common Ground Alliance.
2. The Contest will start on March 28<sup>th</sup>, 2022 at 1:00 AM CST and close on April 30<sup>th</sup>, 2022 at 11:59 PM CST (the “**Entry Period**”).
3. Each individual who enters the Contest (a “**Participant**”) automatically agrees to read, accept and abide by these rules and regulations (the “**Contest Rules**”). Participants who have not complied with the Contest Rules are subject to disqualification.
4. All decisions with respect to any aspect of this Contest, including without limitation the eligibility of entries and/or Participants, shall be made by the Contest Sponsor, in its sole discretion, and such decisions shall be final and binding on all Participants in all matters as they relate to this Contest.

### **Eligibility/How to Enter**

5. Participation in the Contest is limited to residents of the Province of Saskatchewan who are 18 years of age or older at the time of entry.
6. The following persons are ineligible to enter the Contest: (a) employees of the Contest Sponsor and their spouses, parents, siblings and children, as well as persons domiciled with an employee of the Contest Sponsor; and (b) any company controlled by the Contest Sponsor, or any division of the Contest Sponsor.
7. Participants must have viewed at least one (1) of the four (4) Segments online at [www.scga.ca](http://www.scga.ca) and submitted their name and contact information during the Entry Period in order to be eligible to win.
8. A Participant shall be permitted to submit up to a maximum of four (4) entries, being one (1) entry for each Segment of the Safety Video that was viewed by the Participant during the Entry Period. For certainty, although a Participant may view the same Segment multiple times, the Participant will only be permitted to submit one (1) entry in respect of such Segment.
9. No purchase necessary.
10. The Contest Sponsor is not responsible for entries that are incomplete, illegible, inaudible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any of the terms or conditions of these Contest Rules and any such entries may be disqualified by the Contest Sponsor in its sole discretion.

## **Prize**

11. There are one hundred (150) breakfast delivery prizes to be won through the Contest, each with an approximate retail value of \$30.00 CAD (each, a “**Prize**” and collectively, the “**Prizes**”).
12. A Prize is available to be won by a Selected Entrant with a valid entry and who complies with the requirements set forth in these Contest Rules.
13. Prizes must be accepted as awarded. Prizes may not be sold or transferred, and are not convertible to cash. Contest Sponsor reserves the right to substitute a Prize in whole or in part in the event that all or any component of the Prize is unavailable. Selected Entrants are solely responsible for all costs associated with the Prize except as expressly provided for herein.
14. Odds of winning will depend on the number of eligible entries received during the Entry Period.

## **Selection Process and Awarding of Prizes**

15. Selected Entrants will be notified by email within approximately five (5) business days of the Draw (a “**Notification**”). The Contest Sponsor assumes no responsibility for any inaccurate or incorrect information provided to it, or that results in any way from the transmission, receipt or processing of entries. If a Selected Entrant does not respond within five (5) business days of the Contest Sponsor issuing a Notification to that Selected Entrant, the Contest Sponsor has the right to disqualify that Selected Entrant and to randomly draw another eligible entry.
16. Provided that the Selected Entrant responds to a Notification within the time prescribed by paragraph 15 above, the Selected Entrant must, unaided, correctly answer a time-limited mathematical skill-testing question in order to be eligible to be awarded a Prize. A Selected Entrant that is unable to answer the skill-testing question correctly will be disqualified from the Contest and the Contest Sponsor will have the right to randomly draw another eligible entry.
17. Prior to being declared a winner and receiving a Prize, a Selected Entrant will be required to sign and return a release form (the “**Release Form**”) to the Contest Sponsor within ten (10) business days of the Selected Entrant responding to a Notification. The Release Form will be signed by the Selected Entrant in favour of the Contest Sponsor and its directors, employees, officers, agents and affiliates (collectively, the “**Releasees**”) and by completing and returning the Release Form, the Selected Entrant will be: (a) confirming compliance with the Contest Rules, (b) accepting the Prize as awarded, without substitution, (c) releasing the Releasees from all liability relating to the Contest and/or to the Prize, and (d) consenting to the use of his/her name, address (city and province) and/or photographs and entry, without additional compensation or notice, in connection with any publicity carried out by or on behalf of the Contest Sponsor with respect to the Contest.

If the Selected Entrant fails to sign and return the Release Form within such 10 business day time period, the Contest Sponsor reserves the right to disqualify the Selected Entrant and randomly draw another eligible entry for the purpose of awarding a Prize (time permitting).

18. If at any time it is determined by the Contest Sponsor, in its sole discretion, that a Selected Entrant is ineligible for the Contest or that a Selected Entrant does not otherwise meet the requirements as set out in these Contest Rules, the Contest Sponsor has the right to disqualify the Selected Entrant and randomly draw another eligible entry for purposes of awarding a Prize.

#### **General Release by all Participants**

19. By entering the Contest, each Participant hereby releases, discharges and agrees to hold harmless the Releasees (defined in paragraph 17 above) from any and all liability or responsibility whatsoever in respect of the Contest or losses suffered by the Participant in connection with the Contest, including without limitation, arising from the following circumstances:
- a. the failure, for any reason whatsoever, of a Selected Entrant to receive a Notification;
  - b. if a Selected Entrant fails to correctly answer the time-limited mathematical skill-testing question;
  - c. if the Participant is a Selected Entrant that is disqualified and a Prize is forfeited for any reason whatsoever, including if the Contest Sponsor determines that a Selected Entrant is ineligible for the Contest or that a Selected Entrant does not otherwise meet the requirements as set out in these Contest Rules;
  - d. if a Selected Entrant is disqualified from being awarded a Prize by the Selected Entrant's failure to sign and return the Release with the prescribed time period; or
  - e. if a Selected Entrant is not satisfied in any way with a Prize.
20. By entering the Contest, each Participant hereby releases, discharges and agrees to hold harmless the Releasees (defined in paragraph 17 above) from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract, and fundamental breach and liability for physical injury, death, or property damage which a Participant or his/her administrators, heirs, successors, or assigns might have or could have, by reason of or arising out of a Participant's participation in the Contest and/or in connection with the acceptance or use of a Prize.

#### **Privacy and Use of Personal Information**

21. THE CONTEST SPONSOR IS COLLECTING PERSONAL INFORMATION ABOUT PARTICIPANTS FOR THE SOLE PURPOSE OF ADMINISTERING THIS CONTEST, UNLESS OTHERWISE PROVIDED FOR BY THE CONTEST RULES. The Contest Sponsor will not sell or transmit this information to third parties except for the purposes of administering this Contest. Any inquiry concerning personal information held should be addressed to SCGA at [executivedirector@scga.ca](mailto:executivedirector@scga.ca).

## **Miscellaneous**

22. The Contest Sponsor reserves the right to terminate, modify or suspend the Contest, or modify the Contest Rules at any time for any reason whatsoever, in its sole discretion.
23. All entries become the sole property of the Contest Sponsor and none will be returned.
24. The Contest Sponsor will not be liable for any human or technical errors that may arise or occur in connection with the Contest. Without limiting the generality of the foregoing, the Contest Sponsor (a) assumes no responsibility 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 the entries and (b) shall not be responsible for any problems or technical malfunction of any telephone equipment or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by the Contest Sponsor as a result of technical problems or human error, or any combination thereof.
25. No correspondence will be entered into except with Participants requesting the Contest Rules by mail or requesting names of the Selected Entrants (for which a self-addressed, postage paid envelope must be included).
26. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process. ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.
27. This Contest is governed by the laws of Saskatchewan and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations.
28. By entering the Contest, the Participant agrees that the courts of the Province of Saskatchewan, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of the Contest Rules or the running of this Contest. The Participant hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Saskatchewan.

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