

2023 WFF Facebook contest (the “Contest”) OFFICIAL RULES AND REGULATIONS



1. **CONTEST PERIOD:** Starting June 5, 2023 at 9:00 AM CST and ending June 23, 2022 at 5:00 PM CST (the “Contest Period”).
2. **PRIZE:** The grand prize is two (2) four (4)-day WFF passes (the “Prize”). Only one (1) Prize will be awarded to one (1) selected Entrant of the Contest. The Prize has no cash value, is non-refundable and non-transferable and must be accepted as awarded, with no substitutions of any kind, except by Assiniboine Credit Union Limited (“ACU”) and Winnipeg Folk Festival (“WFF”, and together with ACU, the “Sponsors”), who reserve the right to substitute a prize of equal or greater value. The approximate value of the Prize is **\$556**.
3. **ELIGIBILITY:** To enter and be eligible to win the Prize, an entrant must be an individual resident of Manitoba who has reached the age of majority; and must submit an Eligible Entry to enter the Contest in accordance with these Official Rules and Regulations (individuals meeting this criteria are referred to as “Entrant(s)” unless they are not eligible as described below in this clause 3).

Persons in any of the following categories are NOT eligible to participate in the Contest and shall not be considered Entrants:

- a) Any person who is a director, officer, employee, or agent of ACU, WFF or any of their respective divisions, parents, subsidiaries, or affiliated companies, service agencies, or independent contractors;
 - b) Individuals engaged in the development, production or distribution of materials for the Contest (the “Promotion Entities”); and
 - c) Any person domiciled with any individual described in a) or b) above.
4. **HOW TO ENTER:** No purchase is necessary to enter. The following are the requirements to make an “Eligible Entry”:
 - a) To make an Eligible Entry, make a public comment on ACU’s Facebook post about the Contest (private comments, and posts on other posts, websites or platforms, are ineligible);
 - b) Eligible Entries must be posted publicly during the Contest Period and must remain posted at the end of the Contest Period;
 - c) Only one (1) Eligible Entry is permitted on Facebook per person, per day during the Contest Period. If it is discovered that more than one comment has been posted by an Entrant during a day, all such extra comments will be declared null and void and only the first comment made by an Entrant in a day will be considered an Eligible Entry.
 5. **PRIZE DRAWING:** On Tuesday, June 27, 2023 a random drawing from all Eligible Entries will take place. The odds of winning the Prize depend on the total number of Eligible Entries received during the Contest Period. The draw will be held at the ACU corporate office, 200 Main Street, Winnipeg, Manitoba, Canada by one ACU

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representative (the “Contest Judge”). The selected Entrant will be contacted via Facebook and must respond within forty eight (48) hours.

In the event that the selected Entrant (i) does not respond to ACU’s Facebook message within forty eight (48) hours after the notification message is sent by ACU, (ii) does not duly sign and complete the Release and Waiver (as contemplated below), (iii) fails to correctly answer the skill-testing question, or (iv) for any other reason fails to claim the Prize or is disqualified from or found to be ineligible to participate in the Contest, the selected Entrant will be disqualified. In such event, the Prize will be re-drawn and a different Entrant will be selected to win the Prize, subject to these Official Rules and Regulations.

6. **HOW TO CLAIM THE PRIZE:** Before being declared a winner and in order to be eligible to win the Prize, the selected Entrant must first correctly answer, without mechanical aid or assistance, a mathematical skill-testing question to be administered by the Contest Judge. As a condition of being declared a winner, the selected Entrant:
 - a) Must sign, complete and return the Sponsors’ Release and Waiver form confirming that the winner understands, accepts and complies with these Official Rules and Regulations; acknowledging acceptance of the Prize as offered and discharging the Sponsors, the Promotion Entities and Facebook from liabilities in respect of the Contest and the Prize. If the Release and Waiver is not duly signed and completed by the winner, or for any reason at the sole and absolute discretion of the Contest Judge, the Entrant may be disqualified, their entitlement to receive a prize may be forfeited, and an alternate eligible Entrant may be randomly selected from the remaining Eligible Entries.
 - b) Hereby consents to the use of their name, public Facebook account information, address, voice, and statements relating to the Contest or Sponsors, and photographs or other likenesses, without further compensation, in any publicity carried out by Sponsors or any related entities in connection with the Contest, except where prohibited by law.
7. **CONDITIONS OF ENTRY:** By entering the Contest, each Entrant:
 - a) Acknowledges and agrees to comply with these Official Rules and Regulations, and represents that the Entrant meets all eligibility requirements.
 - b) Agrees to be bound by these Official Rules and Regulations and the decisions of the Contest Judge, which shall be final and binding in all matters relating to the Contest. Entrants who have not complied with these Official Rules and Regulations are subject to disqualification.
 - c) Releases, without limitation, the Sponsors and their respective affiliated and related companies, the Promotion Entities, Facebook, and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives,

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successors and assigns from any liability in connection with the Contest and the Entrant's participation therein.

- d) Assumes liability for any damages caused, or claimed to be caused by such individual's participation in the Contest, and/or by the acceptance, possession, or use of the Prize, including but not limited to claims/damages for death, personal injury, or property damage.

- 8. **ENTRIES:** The Sponsors are not and will not be responsible or liable for: (i) late, lost, damaged, misdirected, mutilated, garbled, illegible unclear, incorrect, or inaccurate entry information which may affect an Entrant's ability to participate in the Contest or ACU's ability to identify or contact the Entrant; (ii) human errors, technical malfunctions, lost/delayed/corrupted data transmissions, omissions, interruptions, deletions, defects, line failures of any communications network, computer equipment, software or any combination thereof; and (iii) entries which fail to fully comply with these Official Rules and Regulations.

9. **DISCLOSURES**

- a) Any attempt to earn extra entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void all of such Entrant's entries. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries by the Entrant. Any attempt by an Entrant or other individual, to deliberately damage or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, the Sponsors reserve the right to seek remedies and damages from any such individual to the fullest extent permitted by law, including criminal prosecution. Entrants engaging in any of the foregoing activities will be disqualified and will forfeit any Prize won.
- b) If a dispute arises relating to the Prize, the Contest Judge will determine the selected Entrant's entitlement to any Prize in their sole discretion. In no event will the Sponsors be liable to award more than one (1) Prize.
- c) The Sponsors reserve the right to suspend, cancel or modify the Contest at any time, including in the event that fraud, technical failures or any other errors or other causes beyond the control of Sponsors corrupt the administration, security, integrity or proper play of the Contest. The Sponsors reserve the right to make changes to the Contest and these Official Rules and Regulations at any time, in their sole and absolute discretion, for any reason whatsoever.
- d) Prizes pictured in point of sale, print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. The actual Prize may vary from the photo. In the event of any conflict between any Contest detail contained in these Official Rules and Regulations and information contained in point of sale,

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- print advertising, promotional packaging and other Contest media, the details of the Contest set forth in these Official Rules and Regulations shall prevail.
- e) An Entrant is entirely responsible for all entry-related costs, including but not limited to: purchase or renting of equipment, use of computer systems, data charges, transmission fees, transaction fees, etc.
 - f) In the event that governmental and/or venue-mandated protocols relating to the COVID-19 pandemic prevent the winner from collecting or using the Prize (whether due to event cancellation, inability of the winner to attend at the venue due to health or vaccination screening, or otherwise), there shall be no substitute prize awarded.
 - g) The Contest is subject to all applicable Federal, Provincial, and Municipal laws. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and Regulations, or the rights and obligations of Entrants and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Manitoba without regard to Manitoba conflicts of law principles. All Entrants consent to the jurisdiction and venue of the Province of Manitoba.
 - h) The invalidity or unenforceability of any provision of these Official Rules and Regulations shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules and Regulations shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, Sponsors' employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules and Regulations in any manner whatsoever.
 - i) By participating in the Contest, entrants acknowledge and agree that the Sponsors may collect and use personal information gathered or requested from the Prize winner solely and exclusively for the purposes agreed upon herein, including for Prize redemption and publicity. Sponsors will not sell, share or otherwise disclose personal information of Entrants with third parties, other than to third parties engaged by Sponsor to fulfill the above purposes or as permitted or required by law.
 - j) The Contest is not endorsed, sponsored or administered by Facebook, and Facebook is not associated with the Contest or the Sponsors.
 - k) If you have any questions about the Draw or wish to be withdrawn from the Contest, please contact marketing@acu.ca.