

# WestCreek Howloween Contest

**This contest is only open to Alberta residents who are over the age of 18 years and is GOVERNED by Canadian Law.**

## **Contest Period and Entry Period**

The WestCreek Howloween Contest (the “Contest”) is only open to Alberta residents who are over the age of 18 years. You understand that you are providing your information to the Designated Representative (defined below) and that any personal information you provide will only be used for the administration of this Contest and will be done so in accordance with Alberta’s Personal Information Protection Act.

## **Contest Parties**

This contest is run by Zero Gravity Marketing Inc., the “Designated Representative”, on behalf of WestCreek Developments the “Sponsor”.

## **Eligibility**

Contest is open to residents of Alberta 18 years or older, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Zero Gravity Marking Inc. (ZGM), the “Designated Representative” and each of their respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “Contest Parties”).

## **How to Enter**

NO PURCHASE NECESSARY.

To participate in this Contest, you must follow all these steps:

- i. Pick up your Halloween gift bag, including your pumpkin, carving stencils and treat bag, at any WestCreek Development showhome in Legacy, Wolf Willow or Cornerbrook.
- ii. Snap a picture of your carved pumpkin with your spookiest Halloween themed background and post it on your Instagram feed (must be an in-feed post and a public account)
- iii. Tag and follow @westcreekdevelopments and use the hashtag #WestCreekHowloween so we see your entry
- iv. Contest closes at 11:59pm on October 31

Contest period: October 24 – 31 at 11:59pm

## **License, Waiver and Release**

By entering the Contest, and submitting an Entry, you agree to release and hold harmless Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her/their Entry, including, without limitation, any claims, damages, liabilities, costs, and expenses relating in any way to publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action.

## **Right to Verify**

All Entries are subject to verification at any time and for any reason. The Designated Representative reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Designated Representative –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 an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Designated Representative deems necessary, in their sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Designated Representative in a timely manner may result in disqualification in the sole and absolute discretion of the Designated Representative.

## **Winner Selection**

Winner Selection will be run by the Designated Representative on behalf of the Sponsor.

The Designated Representative will conduct a random draw from all valid contest entries on November 1, 2023 to select the eligible Winner. The odds of being selected to become an eligible Winner depend on the number of eligible entries at contest close in accordance with these Rules.

The Designated Representative will make a minimum of one (1) attempt to contact the eligible Winner by telephone, using the number provided in their survey response, within twelve (12) business hours of the Draw Date/Time. If an eligible Winner cannot be contacted within one (1) business day of the Draw Date, or if there is a return of any notification as undeliverable; then he/she/they may, in the sole and absolute discretion of the Designated Representative, be disqualified (and, if disqualified, will forfeit all rights to be a Winner) and the Designated Representative reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries to become an eligible Winner (in which case the foregoing provisions of this section shall apply to such newly selected eligible Winner).

BEFORE BEING DECLARED A CONFIRMED WINNER (a “Winner”), the eligible Winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within five (5) business days of notification the Designated Representative’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) 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 and his/her/their participation therein and; and (iii) agrees to the publication, reproduction and/or other use of his/her/their 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 Sponsor or the Designated Representative in any manner whatsoever, including print, broadcast or the internet. If 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 be (or is unwilling to be) a Winner for any reason whatsoever; and/or (d) is determined to be in violation of these Rules (all as determined by the Designated Representative’s sole and absolute discretion); then he/she/they may, in the sole and absolute discretion of the Designated Representative, be disqualified (and, if disqualified, will forfeit all rights to be a Winner) and the Designated Representative reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries to become an eligible Winner (in which case the foregoing provisions of this section shall apply to such newly selected eligible Winner). All information provided by the Winner will be held by the Designated Representative in accordance with Alberta’s Personal Information Protection Act.

### **The Prize and Approximate Retail Values**

The Designated Representative will award three (3) \$50 VISA Gift Cards to three (3) winners. The prize has a total value of \$150.00 CAD, One Hundred and Fifty Dollars. The Designated Representative reserves the right to modify the prize in its sole discretion, based upon, the circumstances of the contest, or other factors which may not be in the Designated Representative’s control.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize:

- i. Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash.
- ii. No substitutions except at Designated Representative’s option.

### **General Conditions**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Designated Representative with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE DESIGNATED REPRESENTATIVE AT ANY TIME.

The Released Parties will not be liable for: (i) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (ii) the failure of any Entry or other material to be received, captured or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iii) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (iv) any combination of the above.

### **Privacy**

Your personal information is collected and managed in accordance with Alberta's Personal Information Protection Act and other applicable laws. Any personal information obtained while running this Contest will be used for administration and for marketing purposes for this Contest. Personal information will not be sold or distributed to any unrelated third party.