



For the City of Regina Instagram Contest Submission Rules

General

The City of Regina (the “**City**”) is sponsoring a contest on Instagram with the objective to make people aware of the City’s new Instagram account and promote information about the City (the “Contest”).

Term

The time to submit entries to the City for inclusion in the Contest begins on February 7, 2024, and ends on February 11, 2024 (the “Contest Period”). ALL SUBMISSIONS MUST BE RECEIVED BY MIDNIGHT, February 11, 2024 (CST) to be considered. Submissions must be received by the end of the Contest Period. Submissions after this time will not be eligible for draw for the Prize. The City will select the winner on February 12, 2024.

Who May Participate

Participation is open only to individuals who have reached the age of majority in their jurisdiction of residence at the time of submission.

The City reserves the right to verify the validity and originality of any Submission and/or entrant (including an entrant’s identity and address) and to disqualify any entrant who submits a Submission that is not in accordance with these Terms and Conditions. Failure by the City to enforce any of its rights at any stage does not constitute a waiver of those rights.

How to Participate

To enter, entrants must:

1. follow the City’s Instagram page (@cityofregina);
2. like the Contest post; and
3. tag a friend in the comments, every additional tag is an extra submission. (collectively referred to as the “Submission”).

Each Submission is automatically entered into the Contest. The City is not responsible for Submissions that are incomplete or do not conform to or satisfy the conditions of these Terms and Conditions and all such Submissions may be discarded. All Submissions become the sole property of the City and none will be returned.

The City shall not be liable for any human or technical errors that may arise or occur in connection with the Contest. The City 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 Submissions. Further, the City is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by the Campaign Sponsor as a result of technical problems or human error, or any combination thereof.

Requirements

By submitting a Submission each entrant agrees that:

1. by participating in the Contest through this website Entrants expressly agree to be bound by, accept and comply with these Terms and Conditions of use (the "Terms and Conditions"); and any and all decisions of the City with respect to any aspect of this Contest, including without limitation the eligibility of Submissions, are final and binding on all entrants in all matters as they relate to this Contest;
2. Submissions must be in digital format. Only online entries will be eligible. No print or film Submissions will be accepted. All digital files must be less than 5 megabytes and must be in JPEG or .jpg format;
2. Submissions must not, in the sole and unfettered discretion of the City, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Any Submission that is considered by the City in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified;
3. Submissions must be the entrant's own, produced work and may not feature or focus on any material owned or controlled by third parties (unless the entrant can provide written documentation of permission to use any materials owned by a third party as set forth below or in a form and substance determined by the City in its sole discretion); and
4. Entrants must provide upon request all appropriate clearances, permissions and releases (including but not limited to releases affirming eligibility, compliance with all Contest Terms and Conditions, relating the City, its employees, officers agents and affiliates relating to the Contest, from all persons appearing in the Submission, location releases, and releases from all creative consultants or others who assisted in the creation of the Submission) for the Submission in a form and substance determined by the City in its sole discretion (in the event an entrant cannot provide all required releases, the City reserves the right to disqualify the applicable Submission).

Entrants acknowledge and agree that Submissions that, in the City's good faith judgment, violates the requirements set out herein will be disqualified.

Entry in the Contest is subject to all federal, provincial, and local laws and regulations.

The City reserves the right, in its sole discretion, to terminate, modify or suspend the Contest, or modify the Contest Terms and Conditions at any time for any reason whatsoever.

The decisions of the City are final and binding in all matters related to this Contest.

Prizes

There is 1 (one) prize (the “**Prize**”) available to be won, consisting of 2 (two) gift cards. The Prize includes a gift card to the Hotel Saskatchewan, and a gift card for Regina Downtown.

The approximate retail value of the Prize is \$625 CAD. The Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. The City reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if the Prize, or part thereof, cannot be awarded as described for any reason.

How to Win

On February 12, 2024 at City Hall located at 2476 Victoria Avenue, Regina Saskatchewan, at 12:00 p.m. CST, the City will conduct a random draw from among all eligible Submissions received during the Contest Period for the purpose of selecting a Prize winner. The odds of being selected depend on the number of eligible entries received during the Contest Period.

Prize Claim Conditions

To be declared the winner, the selected entrant must: (i) respond to notification of selection; (ii) sign a written declaration and release form, releasing the City from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the “Release”); and, (iii) otherwise comply with these Terms and Conditions.

If Entrants do not wish to take part in the Contest and abide by the Terms and Conditions and you are a selected as the winner may withdraw from the Contests and the City will remove your Submission. By withdrawing from the Contest, you agree the City will be fully and completely released and discharged from any liability or responsibility in this regard.

Entrants acknowledge and agree that their return of the Prize, or any part thereof, winner notification as undeliverable, inability to reach selected entrant, failure of selected entrant to respond to notification within two (2) business days of first attempt by the City, failure to provide a valid email address, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, or other non-compliance with these Terms and Conditions may result in disqualification, forfeiture of the Prize, or part thereof, and, at the

City's sole discretion, selection of an alternate eligible entrant for the forfeited Prize, or part thereof, in accordance with these Terms and Conditions, who will be subject to disqualification in the same manner.

Submission Intellectual Property

Entrants who incorporate any intellectual property or material owned by a third party into their Submission does so at their own risk. If City is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from consideration because of such infringement, such Submission shall be removed.

Upon submission, entrants acknowledge and agree that any and all Submissions, intellectual property and photos submitted are for use on City's website and promotional materials and that the photos are being provided without compensation or notice. All negatives and positives, together with the prints and other derivatives shall constitute the property, solely and completely, of the City.

Releases

If the Submission contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, then the entrant is responsible for obtaining, prior to submission of the material or elements, any and all releases and consents necessary to permit the exhibition and use of the material or elements in the manner set forth herein without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Representations, Warranties and Indemnities

Entrants represent and warrant as follows: (i) except as set forth herein, the Submission is the entrant's own, produced by the entrant; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of Submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the City harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

Grant of License Rights

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, entrants hereby irrevocably and unconditionally grant to the City, its successors and assigns the right (but not the obligation) to use entrant's Submission in whole or in part, to reproduce, distribute, display and create derivative works of the entrant's Submission in connection with the Contest for no additional compensation in any and all languages, by any and all means, media, devices, processes and technology now known or hereafter devised, in perpetuity throughout the universe at no charge to the City. The rights granted shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to make changes to the Submission, and to use such Submission as the City shall from time to time determine in its sole discretion; (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Submission as may be conferred under any applicable laws, regulations or directives. In addition to the fullest extent allowable under any applicable law, each entrant hereby irrevocably waives or assigns to the City the entrant's Moral Rights.

No Obligation to Use

The City shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and the City may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

General Terms and Conditions

If you do not agree with any of these Terms and Conditions, you must immediately exit and stop using this website. If you do not agree with the Terms and Conditions, then you may not read, link to, download or in any other way use information on this website. These Terms and Conditions may be revised from time to time without notice to you and it is your responsibility to check for updates to the website. Your use of this website after any revisions to these Terms and Conditions are posted to this website shall constitute your acceptance of such revisions.

The website, the services and any content are provided solely on an "as is" and "as available" basis. Reasonable efforts have been made to ensure the content provided through the website or any services is accurate and current when posted. However, your use of such content is at your sole risk. No warranty is given that the website or services are or will be error-free, free of viruses or other harmful or destructive properties or components, or uninterrupted. The City does not make any warranties or representations as to the accuracy, validity, correctness, currency, timeliness, completeness, reliability or adequacy of information or content on the

website or any links to external sites not maintained by the City. You assume all responsibility for using the information contained in this website and any information you may access through this website. Do not assume that the website will be error-free or that the website will be operated without interruption. The City is not responsible for transmission errors in, corruption of, or the security of content carried over telecommunications carriers' or other providers' facilities.

You agree that the City, its affiliates and its employees and agents are not liable or responsible for any direct, indirect, incidental, consequential, punitive, or special damages, including, without limitation, any loss of use, lost data, lost business profits, business interruption, personal injury, property damage, or any pecuniary loss arising out of or in any way connected with this website, the services or any content, any communications with the City, or any software, information or documents contained in or accessed through this website or your participation in the Contest, even if the City has been advised of the possibility of such damages, whether based in contract, tort (including negligence), equity, strict liability or otherwise.

You agree to defend, indemnify and hold harmless the City, its affiliates and its employees and agents from and against any and all losses, costs, damages and expenses, including reasonable legal fees, suffered or incurred by the City from or related to your violation of these Terms and Conditions or your use of the use of the website or your participation in the Contest.

All personal information collected is handled and maintained in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*. Questions regarding protection of personal information may be directed to lafoip@regina.ca.

This promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram.

The City reserves the right at its sole discretion to disregard any Submission from an individual who tampers with or attempts to tamper with the entry process. ANY ATTEMPT BY AN ENTRANT 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 CITY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE CITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF SASKATCHEWAN.