

For the City of Regina Facebook Contest Submission Rules

Term

The time to submit entries to the City for consideration for inclusion in the City of Regina Instagram Contest begins on May 6, 2024 and ends on May 11, 2024. ALL SUBMISSIONS MUST BE RECEIVED BY MIDNIGHT, May 11, 2024 to be considered. Winner be selected on May 13, 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.

How to Participate

To enter, Comment on the contest post on Facebook and name three (3) emergency survival tools you carry in your vehicle, or on your person at all times.

1. 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).
4. Participants must provide upon request all appropriate clearances, permissions and releases (including but not limited to releases 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).

Submissions that, in the City's good faith judgment, violates the requirements set out herein will be disqualified. Submissions must be received by the end of the term specified.

Prizes

There is 2 (two) prizes (the "Prize") available to be won, consisting of 1 Emergency Preparedness kit and backpack.

Approximate retail value of the Prize is \$200 CAD. The Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. They 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 May 13, 2024 at City Hall located at 2476 Victoria Avenue, Regina Saskatchewan, at 12:00 p.m. CST, a random draw will be conducted from among all eligible entries received during the Contest Period for the purpose of selecting a Prize winner. Odds of being selected depend on the number of eligible entries received during the Contest Period.

Prize Claim Conditions

In order to be declared a 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. Return of the Prize, or any part thereof, or winner notification as undeliverable, inability to reach selected entrant or 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

Participants who incorporate any intellectual property or material owned by a third party into his or her Submission does so at his or her 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, participants acknowledge and agree that any and all photos submitted are for use on City of Regina 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 of Regina.

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, the participant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph 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

All participants represent and warrant as follows: (i) except as set forth herein, the Submission is the entrant's own, produced by 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, participants 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 Photo 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 participant's Moral Rights.

Conditions

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.

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 participants shall not be entitled to any damages or other relief by reason thereof.

General Terms and Conditions

By participating in the contest through this website you expressly agree to be bound by, accept and comply with these terms and conditions of use (the "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 Photo 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 Photo Contest.

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

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