

City of Regina 2021 Name Your Drain Contest

OFFICIAL RULES AND REGULATIONS

General

1. **City of Regina (the "Contest Sponsor")** is sponsoring the City of Regina 2021 Name Your Drain **(the "Contest")**. **Using an interactive map on the City of Regina's** website, at Regina.ca/stormdrain, entrants can select a storm drain within the city limits and give it a name.

Eligibility

2. Participation in the Contest is limited to Regina residents who have adopted and named a storm drain and are 18 years of age or older at the time of entry between May 3 and May 30, 2021. The Contest closes on May 30, at 11: 59 p.m. **CST (the "Closing Date")**.
3. By entering the Contest, each entrant agrees to:
 - (a) accept and abide by these rules and **regulations (the "Contest Rules")** and any and all decisions of the Contest Sponsors with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest; and
 - (b) consent to the use of **the entrant's** name and the **entrant's** storm drain name without compensation in any publicity or advertising carried out in any medium worldwide by either or both of the Contest Sponsor and/or its advertising or promotional agencies without limitation or further notification or compensation.
4. **Entrant's storm drain names** must not, in the sole and unfettered discretion of the Contest Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Any storm drain names that are considered by the Contest Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified.
5. The storm drain name **must be the entrant's own 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 Contest Sponsor in its sole discretion). Upon submission, entrants acknowledge and agree that any and all storm drain names submitted are for use on the Contest and they are being provided without compensation or notice.
6. Submissions that, in the Contest Sponsor's **good faith judgment, violates the requirements** set out herein will be disqualified.
7. Entry in the Contest is subject to all federal, provincial, and local laws and regulations. The decisions of the Contest Sponsor are final and binding in all matters related to this Contest.

How to Enter

8. To enter the Contest, entrants must:
 - a) adopt and name a storm drain through the interactive map on Regina.ca/stormdrain; and
 - b) be over 18 years of age.
9. The Contest Sponsor is not responsible for entries that are incomplete or do not conform to or satisfy the condition of these Contest Rules and all such entries may be disqualified. All entries become the sole property of the Contest Sponsor and none will be returned.
10. Naming and adopting a storm drain on Regina.ca/stormdrain automatically enters you into this Contest. By entering this Contest, the entrants automatically agree to accept and abide **by these rules and regulations (the "Contest Rules")**. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest.
11. If you do not wish to take part in the contest and abide by the Contest Rules and you are a selected entrant, you may indicate your desire to withdraw from the contest and the Contest Sponsor will draw another eligible entry. By withdrawing from the Contest, you agree the Contest Sponsor will be fully and completely released and discharged from any liability or responsibility in this regard.

Contest Process

12. After entrants submit their storm drain names, then all eligible storm drain names entries will be entered into the Contest. The Contest Sponsor will select the 10 names to be voted on by Regina residents from June 1 to 8, 2021.
13. The entrants who submitted the three storm drain names receiving the most votes will be eligible for prizes as follows:
 - 1st prize: storm drain name receiving the most votes;
 - 2nd prize: storm drain name receiving the second most votes; and
 - 3rd prize: storm drain name receiving the third most votes winning the third prize.
14. The three entrants who submitted the storm drain names that received the three most votes will be notified by email/phone on the same business day their name is drawn ("Notification").

Prize

15. Prizes will be given out to the top three (3) storm drain names voted on by Regina residents. First prize is valued at \$250, second prize is valued at \$150 and third prize is valued at \$75.
16. Each of the winners has a choice between a **carwash from SUDS or Roan's Professional Auto Detailing** OR rain gear from Fresh Air Experience or Prairie Summit Shop in the value

of their respective prize. Entrants must pick up their respective prize at City Hall upon notification.

17. The Prize must be accepted as awarded. The prize may not be sold, transferred and is not convertible to cash or otherwise, except at the Contest **Sponsor'** sole discretion. The Contest Sponsor reserve the right to substitute a prize of equivalent or greater value if a prize cannot be awarded as described for any reason.
18. Odds of winning depend on the number of eligible entries received and the voting by online voters.

Additional Contest Terms and Conditions

19. 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 the first selected entrant does not respond within two (2) days of first contact, then the Contest Sponsor will have the right to disqualify that entrant and to randomly draw another eligible entry. By entering, you agree that if you are a selected entrant that is disqualified, and a Prize is forfeited for any reason, the Contest Sponsor will be fully and completely released and discharged from any liability or responsibility in this regard. Contest Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive Notification.
20. If a selected entrant is not eligible or does not otherwise meet the requirements as set out in the Contest Rules, the Contest Sponsor will have the right to disqualify said entrant and randomly draw another eligible entry for purposes of awarding a Prize, and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.
21. By entering the Contest, entrants and selected entrants agree to release and hold harmless the Contest Sponsor and its directors, employees, officers, agents and affiliates from any injury, loss or damage of any kind to persons or property, including but not limited to death, resulting in whole or in part directly or indirectly from the acceptance, receipt, possession, use or misuse of an awarded Prize, participation in any Contest-related activity including any travel related thereto and/or participation in the Contest.
22. By entering the Contest, each selected entrant agrees to sign and return the *Release and Statement of Eligibility Form* to Contest Sponsor of Regina within five (5) days of accepting the Notification. The *Release and Statement of Eligibility Form* will contain:
 - (a) a section affirming eligibility and compliance with all Contest Rules (form may require notarization);
 - (b) a section releasing the Contest Sponsor, its directors, employees, officers, agents and affiliates from all liability arising from or relating to the acceptance, receipt, possession, use or misuse of an awarded Prize, participation in any Contest-related activity including any travel related thereto and/or participation in this Contest; and
 - (c) a section permitting the Contest Sponsor's to use **the entrant's storm drain** name and city/town of residence without compensation in any public notification of the winner or the Contest, publicity or advertising carried out in any medium worldwide

by the Contest Sponsor and/or its advertising or promotional agencies without limitation or further notification, unless prohibited by law.

23. If the selected entrant fails to submit the *Release and Statement of Eligibility Form* within the given time period, the Contest Sponsor reserves the right to disqualify said entrant and randomly draw another eligible entry for the purpose of awarding a Prize (time permitting), and the Contest Sponsor shall both be fully and completely released and discharged from any liability or responsibility in this regard.
24. The Contest Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest, or modify the Contest Rules at any time for any reason whatsoever.
25. The Contest Sponsor will not be liable for any human or technical errors that may arise or occur in connection with the Contest. The Contest Sponsor 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.
26. No contact will be made with entrants except the entrants whose storm drain names received the three highest votes.
27. The Contest Sponsor 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 Contest Sponsor as a result of technical problems or human error, or any combination thereof.
28. The Contest Sponsor reserves the right at their sole discretion to disqualify any 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 CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.
29. 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. By entering this Contest, the entrant 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 entrant hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Saskatchewan.
30. 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 by the Contest Sponsor should be addressed to City of Regina at 306-777-7000.
31. Following receipt of a Prize by the selected entrant, the Contest Sponsor will confidentially shred all Contest entries.