

## RULES AND REGULATIONS

### “WinSport Canada’s Design Your Own Snowboard” Contest Rules and Regulations

1. **Agreement:** These rules governed by WinSport Canada™. No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of the contest rules and the decision of the Contest judges
2. **Sponsors:** The Contest sponsors are The Free Daily News Group Inc., WinSport Canada, CJAY 92 and Burton.
3. **Eligibility:** The Contest is open to all residents of the Greater Calgary Area; exceptions include employees, immediate families and anyone living with any employee of the sponsors or their corporate affiliates, advertising or promotional agencies. Illegible entries, bulk drop offs, photocopies, scanned copies, facsimiles or other mechanically or electronically reproduced entries that are not to the submission specifications will not be accepted and will be disqualified.
4. **Contest:** Download a “Design Your Own Snowboard” template from [www.winsportcanada.ca](http://www.winsportcanada.ca) and submit your custom design. The Contest begins at 12:01am (EST) on November 9, 2009 and ends at 11:59am November 27, 2009 at noon. Twenty (20) selected contestants will be chosen by judges, which will take place at 4pm on November 27, 2009. The top 20 snowboard designers will be unveiled on November 30, 2009 on [www.winsportcanada.ca](http://www.winsportcanada.ca). online voting will commence at 11:59pm on November 29, 2009 until 11:59am on December 9, 2009. Submission with the most votes will receive the following:.

#### **GRAND PRIZE:**

One (1) Custom Burton Series 13 Snowboard  
One (1) Burton Prize Package  
One (1) Winter Season Pass from Canada Olympic Park  
Twenty (20) full-day hill tickets  
**(approximate retail value \$3800.00)**

#### **TOP 20 PRIZES:**

Canada Olympic Park Snow Card  
One (1) Burton Prize Package  
Ten (10) full-day hill tickets  
**(approximate retail value \$565.00)**

5. **Privacy:** We use your personal contact information to administer contests, including contacting, announcing and promoting prizewinners. Contests are run in compliance with WinSport Canada privacy code.
6. **Banning:** The sponsors may, in their sole discretion, prohibit any person from entering any contest that they believe to be abusing the rules. Such abuse includes entering false information and spamming.
7. **Release:** Winner will be required to execute a legal agreement and release (“Release”) that confirms Winner’s (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “Releases”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or

privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

8. **Indemnification by entrant:** By entering the Contest, entrant releases and holds Releases harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releases from any and all claims by third parties relating to the Contest, without limitation.
9. **Limitation by Liability:** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume 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, entries. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize.
10. **Privacy/Use of Personal Information**
  - (a) By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; and (ii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above. The Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the *Personal Information Protection Act* of Alberta.
11. **Intellectual Property:** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
12. **Termination:** Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
13. **Law:** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or

the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

14. **Language Discrepancy:** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
15. **Other:** All decisions of the contest judges are final. Contests are governed by the laws of Alberta and the laws of Canada applicable therein. The sponsors reserve the right to cancel or modify any contest or the contest rules at any time without notice. All prizes must be accepted as awarded, are non-transferable and are not convertible to cash. The sponsors reserve the right to substitute any prize or portion of the prize with a prize of equal or greater value. All prizes are awarded as-is and no warranties or guarantees are implied or expressed, beyond the standard manufacturer's warranty. The odds of winning depend on how many eligible entries are received. Sponsors are not liable for any lost or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this contest, including technical failures on the part of contest software, virus, website down-time, human error or property damage incurred by any contest entrant.

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