

Algonquin College Tuition Contest
OFFICIAL CONTEST RULES AND REGULATIONS
CONTEST PERIOD: 2023-10-02 to 2024-07-31

1 – ELIGIBILITY

1.1 – The Contest is open to all legal residents of Canada who have reached the legal age of majority in their province or territory, (except for residents of the Province of Quebec), who have applied to become full time students of Algonquin College for the 2024-2025 Academic year at the time the Contest entry is submitted.

1.2 --Current students of Algonquin College are not eligible to enter.

1.3 –The following persons are also not eligible to enter the Contest:

- a. Employees, representatives or agents of Algonquin College, its advertising or promotional agencies, its professional representatives, suppliers of materials and services and its licensees;
- b. A retailer on any of Algonquin College's campuses;
- c. Any other person, corporation, partnership, sole proprietorship or other legal entity directly involved in developing or administering the Contest; and
- d. A member of the immediate family of any of the above persons (i.e. spouse, child, sibling, parent) or a member of the household of any of the above persons.

2 – THE CONTEST PERIOD AND GRAND PRIZE

2.1 – The "Algonquin College Tuition Contest" contest (the "**Contest**") is run by Algonquin College (the "**College**"). The Contest will run online from [2023-10-02] at [12:00pm-noon] (Eastern Time) until [2024-07-31] at [12:00pm - noon] (Eastern Time) (the "**Contest Period**").

2.2 – The winner of the Contest will win up to a five thousand dollar (\$5,000) credit towards the tuition fees of their full-time program of choice at Algonquin College in Ottawa, Pembroke, Perth or AC Online. (the "**Grand Prize**").

3 – AGREEMENT TO BE LEGALLY BOUND BY THE CONTEST RULES

3.1 – By submitting an entry in the Contest, an entrant has agreed that he or she has read and agrees to be legally bound by these Official Contest Rules and Regulations (the "**Contest Rules**").

4 – HOW TO ENTER THE CONTEST

4.1 – There is no fee to enter the Contest and no purchase is necessary. The Contest may be entered online only, by completing the online entry form in full and meeting the all other contest entry requirements located at algonquincollege.com/contest (“**Contest Website**”) within the Contest Period (the “**Entry Form**”). Contest entries received by any other method will not be accepted.

4.2 – To successfully complete an Entry Form, entrants must:

- a. enter all required information in the space provided on the Contest Website;
- b. write a sentence (the “**Quote**”) on the Contest Website that is: not more than 140 characters including spaces, presented in English; in which you answer the following (1) questions:
- c. What do you hope to change by coming to Algonquin College?
- d. Signify agreement that the entrant has read and agrees to be legally bound by these Contest Rules.

4.3 - The entrant must follow all on-screen instructions to complete the Entry Form (once successfully completed, an “**Entry**”).

4.4 – The College and/or its designated content moderator (the “**Reviewer**”) will initially review every entry. Any entry that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Contest Rules will not be posted.

4.5 - To be eligible for the Grand Prize: (a) the entrant and the Entry must comply with these Contest Rules and be submitted and received by the College in accordance with these Contest Rules during the Contest Period; and (b) the entrant must have paid their five hundred dollar (\$500) tuition fee deposit or submitted the fee deferral by the end of the Contest Period and (c) the entrant must be confirmed by Algonquin College as having met the program requirements. All materials relating to the Entry will hereinafter be referred to as the “**Entry Materials**”. All Entry Materials must comply with these Contest Rules. Any Entry or Entry Materials, as determined by the College at any time in its sole and absolute discretion, that do not comply with these Contest Rules or meet the eligibility requirements will be discarded and will not be eligible for entry in the Contest will be discarded or, if selected in the draw, shall be rejected. Late entries will be disqualified.

5 – ENTRY LIMIT

5.1 – There is a limit of one (1) Entry per person. If it is discovered by the College that any person has attempted to: (a) submit more than one (1) Entry; and/or (b) use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in-keeping with the

College's interpretation of the letter and spirit of these Contest Rules to enter or otherwise participate in or to disrupt this Contest; then that person may be disqualified from the Contest in the sole and absolute discretion of the College.

5.2 – The College and its agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for lost, incomplete, late, incompatible or misdirected entries or for any failure of the Contest Website during the Contest Period (whatever the cause may be), or for any technical malfunction or other problems with, any telephone network or lines, computer online systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest, or attempted voting in the Contest.

5.3 – An Entry may be rejected if, in the sole and absolute discretion of the College: (i) the Entry is not submitted and received in accordance with these Contest Rules during the Entry Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Contest Rules, as determined by the College in its sole and absolute discretion and/or (iii) the entrant is otherwise determined to be ineligible to win the draw. The College reserves the right, in its sole discretion, to block further Entries from any person who the College determines to be acting or submitting Entries which are not in compliance with the letter and spirit of these Contest Rules.

5.4 – It is acknowledged that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or any other supplier of a commercially and publicly available social media platform (“**Social Media Company**”). Social media companies are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the College and not to any Social Media Company.

6 – WARRANTIES AND REPRESENTATIONS

6.1 – By participating in the Contest, each entrant hereby warrants and represents that the Entry Materials he or she submits:

- a. is original and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- b. does not violate any law, statute, ordinance or regulation;
- c. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;

- d. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- e. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any other colleges or universities); content that endorses, condones and/or discusses any illegal, inappropriate, risky or dangerous behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of College; any identifiable third party products, trade-marks, brands and/or logos, other than those of the College (clothing worn and/or products appearing in your Entry Materials must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Contest Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the College in its sole and absolute discretion.

8 – GRAND PRIZE AWARD PROCESS

8.1 – The winner will be selected by random selection by Friday, August 16th, 2024. To be declared the official winner of the Grand Prize, the entrant who submitted the winning entry must, in addition to being confirmed as meeting the Contest eligibility criteria and otherwise complying with the Contest Rules:

- a. Be reached by telephone and/ or email by a representative of the College and respond within ten (10) business days immediately following the date of the phone call;
- b. Answer the following skill-testing question: $(11 \times 12) + 253 = \underline{\hspace{2cm}}$; and
- c. Complete and sign the College's form of Declaration of Eligibility and Release, and return it to Algonquin College, Attn: Cara Beach at contest@algonquincollege.com no later than August 30th, 2024.
- d. Provide his or her social insurance number to the College in order to ensure a proper T4 is issued for the prize.

9 – THE GRAND PRIZE

9.1 – There is one (1) grand prize eligible to be won, consisting of a tuition credit equal to the sum of the tuition fee of a Fall/Winter 2024/2025 undergraduate program at Algonquin College, exclusive of taxes, less one dollar (\$1.00) to be used in the Fall/Winter 2024/2025 academic year only (September 2024 to April 2025) to a maximum of five thousand Canadian dollars (\$5000.00) (the “**Grand Prize**”).

9.2 – The Grand Prize must be accepted as awarded, is non-transferable and must be applied towards a full-time program that begins in the fall term of 2024.

9.3 - There is no cash refund for any unused credit. No cash alternative or substitution of the prize is provided, except that Algonquin College, in its sole discretion, reserves the right to substitute a prize of equal or greater value if the prize is unavailable for any reason. The prize is provided “as is” without warranty of any kind and must be accepted as awarded. Algonquin College disclaims all warranties including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement.

10 – GENERAL TERMS AND CONDITIONS

10.1 – All entrants, Entries and Entry Materials are subject to verification by the College at any time and for any reason. The College reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility and/or compliance with these Contest Rules (in a form acceptable to the College – including, without limitation, government issued photo identification):

- a. for the purposes of verifying an individual’s eligibility to participate in this Contest and eligibility to be awarded the Grand Prize;
- b. for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials, vote and/or any other information entered (or purportedly entered) for the purposes of this Contest; and/or
- c. for any other reason the College deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the College’s interpretation of the letter and spirit of these Contest Rules.

Failure to provide such proof to the complete satisfaction of the College within the timeline specified by the College may result in disqualification in the sole and absolute discretion of the College. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the College.

10.2 – Any incomplete or fraudulent entries will be rejected. Any entrant or other individual who enters or attempts to enter the Contest in a manner which is contrary to the Contest Rules or which is otherwise disruptive to the proper operation of the Contest or by its nature is unjust to other entrants or potential entrants will be rejected and that entrant or purported entrant will be disqualified. All decisions of the College, with respect to any and

all aspects of the Contest, including without limitation the eligibility or disqualification of entrants or entries, are final and binding without right of review or appeal.

10.3 – The odds of winning depend upon the number of eligible entries received.

10.4 – All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules or the rights and obligations of entrants, the College or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, 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. All parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ottawa, Ontario in any action relating to these Contest Rules or this Contest.

10.5 – The College reserves the right, in its sole and absolute discretion, to modify, cancel, terminate or suspend (collectively, “**Change**”) the Contest, in whole or in part, in the event of any cause or circumstance whatsoever with or without notice. Such Change may be made whether the cause of the Change was within the College's control or not, including due to any virus, computer bug or unauthorized human intervention, unauthorized or automated voting, or any other cause that is beyond the control of the College, that could corrupt or affect the administration, security, impartiality or normal course of the Contest. In no event shall the College be liable to an entrant or any third party in connection with any such Change.

10.6 – By entering or attempting to enter the Contest, each entrant and/or purported entrant agrees:

- a. to release, discharge, and forever hold harmless the Released Parties from any and all claims, actions, damages, injuries, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant's participation or attempted participation in the Contest, compliance or non-compliance with these Contest Rules and acceptance and use of the Grand Prize any portion thereof; and
- b. if selected as a Grand Prize winner but before receiving a prize, to sign the College's form of Declaration and Release giving the College permission to publish in print, broadcast or online, the winner's name and likeness without remuneration.

10.7 – By entering the Contest and submitting an Entry, each entrant:

- a. grants to the College, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his or her Entry Materials, and identity including name and photograph (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason;

- b. waives all moral rights in and to his or her Entry Materials (and each component thereof) in favour of the College (and anyone authorized by the College to use such Entry Materials); and
- c. agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his or her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

10.8 – By entering this Contest, each entrant expressly consents to the College, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with College's privacy policy (available at: <https://www.algonquincollege.com/policies/privacy>). This section does not limit any other consent(s) that an individual may provide the College or others in relation to the collection, use and/or disclosure of their personal information.

10.9 – Entrants may withdraw from the Contest at any time by sending an email to: contest@algonquincollege.com requesting that the Entry be withdrawn.