

# Contest Rules for North Vancouver Recreation Commission (NVRC)

New Year's Resolution Contest (the "Contest") by North Vancouver Recreation Commission (NVRC) on Friday, December 23<sup>rd</sup> 2011 – Tuesday, January 31<sup>st</sup> 2012.

## 1. NO PURCHASE NECESSARY

Contest is open to Canadian residents over the age of 19.

2. CONTEST TIMING. – The contest will run for five weeks, with three draws being done on Wednesday, February 1<sup>st</sup> 2012 at approximately 10:00am PST.

3. PRIZES – NVRC will be giving away three prizes:

1st Prize: Fitness & Wellness Makeover which includes:

- One year fitness membership with Northvanrec
- 12 one hour personal training sessions
- A 'New-You' makeover from Zazou Salon & Spa (\$300 value)
- A deluxe gift basket from Victoria's Health (\$150 value)
- A Lactate Analysis Test from Peak Centre for Human Performance at Different Bikes West Vancouver and a \$50 Gift Certificate for Different Bikes (Total Value: \$200)
- A \$100 Gift Certificate for Team Aquatics

2nd Prize:

- \$100 NVRC Gift Card
- Active Life Physio has a FUNctional Movement Screen & one ½ hour follow up physiotherapy visit (\$200 value)
- Hear at Home Mobile Hearing. Enjoy a choice of an amplified telephone assistive listening device or children's protective ear muffs (\$50 value)
- Edgemont Moving & Storage cozy fleece jacket

3rd Prize:

- \$50 NVRC Gift Card
- Moveo Sport & Rehabilitation. Gift certificate for a one hour massage, a water bottle and workout t-shirts (\$160 value)
- Hear at Home Mobile Hearing. Enjoy a choice of an amplified telephone assistive listening device or children's protective ear muffs (\$50 value)
- Edgemont Moving & Storage cozy hoodie

## 4. HOW TO ENTER

The contest can be entered online by going to [www.northvanrec.com](http://www.northvanrec.com) or by following the link from the NVRC Facebook page to our contest survey form. All entries, once submitted, become the property of the NVRC and shall not be returned. Any incomplete entries will not be eligible. Only one entry is allowed per person.

## 5. CONDITIONS

Prizes are non-transferable. No cash redemption or substitution will be allowed. If the prize is unavailable, NVRC reserves the right to substitute a prize of equal or greater value. NVRC also reserves the right to cancel or modify the Contest or these Official Contest Rules if fraud, technical failures or any other factor beyond NVRC's reasonable control impairs the integrity of this Contest, as determined by NVRC, in its sole discretion. By participating, where allowable by law, entrants grants to NVRC the worldwide right to publish, broadcast and use in any media, including the World Wide Web, participant's entry, name, picture, and likeness, without limitation,

for promotional and advertising purposes without additional compensation. Winner or winner's guardian may be required, in the sole discretion of NVRC, to sign and return an affidavit of eligibility and a liability release within ten (10) days of the issuance of such documents or the prize may be forfeited and awarded to an alternate winner.

## 6. WINNING

Draws will be made on Wednesday, February 1<sup>st</sup>, 2012 at approximately 10:00 a.m. PST; a random draw for the Prizes will be made using the web service [www.random.org](http://www.random.org) and will be drawn from all eligible entries received during the Contest by 10a.m. PST the same day. The odds of winning a Prize will depend upon the total number of eligible entries received during the Contest Period. North Vancouver Recreation Commission, acting reasonably, will make at least four attempts to contact potential winner by email after each draw. In the event, the potential winner cannot be contacted within seven days after the draw has been made, he or she will be disqualified and an alternate potential winner will be drawn.

In conducting the Contest, the NVRC shall have no liability or responsibility to any potential winner so disqualified. Before being awarded a Prize, potential winner will be required to sign and return within the time stipulated by the NVRC, a full release and indemnity form stating that he/she has read and understood these official rules and regulations ("Rules"), accepts the Prize as offered and releases the NVRC from any and all liability of any kind arising out of the potential winner's participation in this Contest and receipt and use of the Prize. In the event that the potential winner does not comply with all the provisions as contemplated in these Rules, NVRC shall have the right to disqualify potential winner, and draw an alternate potential winner and the NVRC shall be fully and completely released and discharged from any liability or responsibility in this regard.

## 7. LIABILITY

By entering this Contest the entrants and participants automatically agree to accept and abide by these Rules. All decisions of the NVRC 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. By participating in this Contest, participants (and if they are a minor, their parents or legal guardians) accept all risk and consequences of entry and participation in this Contest, and agree to release and hold NVRC, it's directors, affiliates, employees, contractors, subsidiaries, agents and partners harmless from any and all consequences, liability, losses, damages (including without limitation, consequential, punitive, incidental, special or increased damages and those related to personal injury, death or damage to property) and costs and expenses, of any kind, under any legal theory, arising from or related to this Contest, including but limited to your entry and participation in this Contest, the acceptance and/or use (or misuse) of any prize, printing errors, any claims based upon rights of publicity and invasion of privacy.

All entries become property of NVRC who assumes no responsibility for garbled, lost, late, delayed, destroyed or misdirected mail, voice messages, e-mail or any computer errors or malfunctions. No correspondence will be entered into except with entrants requesting Rules by mail or requesting names of prize winners (for which a self-addressed, postage paid envelope must be included). NVRC does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof.

Entry materials-data that have been tampered with or altered are void. If for any reason, in the opinion of the NVRC, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, NVRC reserves its right to cancel, terminate, modify, amend, extend or suspend the Contest including canceling any method of entry, and select a winner from previously received eligible entries.

NVRC reserves its right to modify the Rules without materially affecting the terms and conditions hereof. The NVRC reserves its right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or otherwise in a disruptive manner. Any attempts to deliberately damage the Contest web site or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the NVRC reserves its right to seek remedies and damages to the fullest extent of the law.

NVRC shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest web site, where applicable.

Contest is subject to all applicable federal, provincial and municipal laws and regulations. Personal information collected from entrants will be used by NVRC for the purpose of administering this Contest and, if consent is given at the time of entry, to provide the entrants with marketing information relating to new and existing products and upcoming promotions of the North Vancouver Recreation Commission by mail or e-mail. Entrants are able to opt out with respect to receiving such marketing information online. The North Vancouver Recreation Commission will not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information as set out in the North Vancouver Recreation Commission's privacy policy at [www.northvanrec.com](http://www.northvanrec.com). Any inquiry concerning the personal information held by the Contest Sponsor should be addressed to North Vancouver Recreation Commission, 600 West Queens Road, North Vancouver, BC V7N 2L3 ATTN: Freedom of Information Officer.

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, promotional material, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the NVRC and/or its 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.

8. Entire Agreement. These terms set forth the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written. Facebook is neither a sponsor nor an affiliate of this Contest.