

## CASE OF THE BULLY AND THE BURGLAR

THE CASE OF THE BULLY AND THE BURGLAR CONTEST (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. THE CONTEST IS OPEN TO CHILDREN WHO ARE IN GRADES 6-8 WITHIN CALGARY AND SURROUNDING SCHOOL DISTRICTS OR A TEACHER PRESENTLY TEACHING GRADES 6-8 WITHIN THE CALGARY AND AREA SCHOOL DISTRICTS. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a child who is in grades 6-8 within the Calgary and surrounding area schools districts (within a 50 mile radius).
- (b) a teacher presently teaching Grades 6-8 within Calgary and surrounding areas (within a 50 mile radius)

Employees of the Calgary Herald, a division of Canwest Publishing Inc., Calgary Educational Partnership Foundation, Bell, Calgary Police Service, YouthLink Calgary - The Calgary Police Interpretive Centre, City of Calgary- Office of the Mayor, CTV, Cyberpol, Microsoft Canada Co., S.P.I.E., Southcentre, The Communicators, Royal Canadian Mounted Police, High Technology Crime Investigation Association, Kids Help Phone and Rare Method (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. CONTEST PERIOD.** The Contest begins at 10:00 a.m. Mountain Standard Time (“MST”) on **January 9<sup>th</sup>, 2012** and ends at **12:00 noon. MST on March 13<sup>th</sup>, 2012** (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. No entries will be accepted by any other means.
  - (i) Enter online by going to YouthLink Calgary’s Online Safety Web Page [www.youthlinkcalgary.com/onlinesafety](http://www.youthlinkcalgary.com/onlinesafety) by noon on March 13th, 2012

**OR**

  - (ii) Complete the ballot posted on the [www.youthlinkcalgary.com/onlinesafety](http://www.youthlinkcalgary.com/onlinesafety) and drop off your ballot in person (between 9:00am – 4:00pm Monday-Friday) at Youthlink Calgary- The Calgary Police Interpretive Centre 2<sup>nd</sup> floor, 316 - 7<sup>th</sup> Ave, S.E.. All Ballots must be received by noon on March 13<sup>th</sup>, 2012.
- (b) **Limit of one (1) entry per person. In the case of multiple entries, only the first**

**eligible entry will be considered.**

- (c) All entries become the sole property of the Sponsors and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.

**4. PRIZES.**

- (a) **Prizes.** There are seven (7) student prizes available to be won by each of seven students consisting of:

**First Prize:**

\$1000 RESP; 1 Xbox

**Second Prize:**

\$1000 RESP; 1 x \$100 gift card for the Source

**Third Prize:**

1 Xbox; 1 x \$100 gift card for the Source

**Fourth Prize:**

1 x \$100 gift card for the Source; 1 x \$50 Southcentre gift card

**Fifth Prize:**

\$100.00 Southcentre gift card

**Sixth Prize:**

\$50 Southcentre gift card

**Seventh Prize:**

\$50 Southcentre gift card

There are five (5) teacher prizes available to be won by each of five teachers consisting of:

**First Prize:**

Calgary Police HAWC helicopter visit to teacher's school  
\$100 Southcentre gift card for purchase of classroom items

**Second Prize:**

\$500 gift card for purchase of classroom forensic items

**Third prize:**

\$500 gift card for purchase of classroom forensic items

**Fourth Prize**

Field trip to YouthLink Calgary – The Calgary Police Interpretive Centre  
(covers bussing costs)

**Fifth Prize**

\$100 Southcentre gift card for purchase of classroom items

- (b) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (c) **“Student”** Winners may claim his/her prize in Calgary, Alberta within ninety (90) days after each Winner has been successfully contacted and notified of his/her prize and has acknowledged compliance with the Contest Rules. **Teacher field trip prizes will only be valid to be used during the 2011-12 school year.**
- (d) **“Teacher”** winners must be available to participate in the field trip during the 2012-2013

school year. Should the Winner be unable to participate on the dates and times designated by the Sponsors, the prize will be forfeited and awarded to an alternate winner. Winner will be responsible for travel and medical insurance, travel documentation, taxes, gratuities, telephone calls, in-room charges, parking and any other expense not explicitly included in the Prize.

- (e) **Winners** must comply with the Contest Rules and sign and return the Release (described below).
- (f) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (g) There will be an awards ceremony on March 22<sup>nd</sup>, 2012 at 6:00pm. Winners will be notified and invited to attend the ceremony to collect their prizes.

## 5. **WINNER SELECTION.**

**The twelve (12) Winners shall be selected as follows:**

- (a) Within ten (10) days of contest close date, Seven (7) potential “Student” winners will be selected by a random draw from all eligible entries received. Five (5) potential “Teacher” winners will be selected from those that have entries from students in their class. A random draw will be conducted between all eligible entries. Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a winner, the selected potential winner shall comply with these contest rules and sign and return the Release (described below).
- (b) EACH SELECTED POTENTIAL WINNER WILL BE NOTIFIED BY TELEPHONE NO LATER THAN TEN DAYS AFTER CONTEST CLOSE DATE AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant’s response must be received by the Sponsors within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors’ sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant’s response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest’s closing date to award the correct number of Prizes.

## 6. **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 respective employees, directors, officers, suppliers, agents, sponsors and administrators (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this 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 there from; and
- (iv) grant to the Sponsors of the unrestricted right, in the Sponsors’ collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or 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 five (5) days of the verification as a Winner or the selected entrant will be disqualified and the prize forfeited.

**7. INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees 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 this Contest, any breach of these Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

**8. LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any 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 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. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, on account of technical problems or otherwise. The Sponsors are not responsible for any injury or damage to entrant related to or resulting from participating in this Contest. 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. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

**9. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be made available on the YouthLink Calgary website [www.youthlinkcalgary.com/onlinesafety](http://www.youthlinkcalgary.com/onlinesafety) throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be:

- (a) violating the Contest Rules;

- (b) tampering or attempting to tamper with the entry process or the operation of the Contest;
- (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Canwest Publishing Inc. property or service; and/or
- (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. The Sponsors reserve the right to remove from the location, any Winner who breaks such rules and/or fails to behave appropriately and to disqualify such Winner.

#### 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;
  - (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and
  - (iii) 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.
- (b) 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 Government of Alberta Privacy laws.

11. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, 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. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These 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 Ontario 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.