

Consistency Challenge - Official Rules and Regulations

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. PRIZE WINNERS WILL BE REQUIRED TO SIGN A DECLARATION OF ELIGIBILITY AND ENTER INTO A RELEASE OF LIABILITY.

BY ENTERING THE CONTEST, YOU UNCONDITIONALLY AND IRREVOCABLY AGREE TO BE BOUND BY THESE RULES, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THESE RULES INCLUDE A LIMITATION OF YOUR LEGAL RIGHTS AND REMEDIES

The Contest is sponsored by British Columbia Institute of Technology 3700 Willingdon Avenue, Burnaby, British Columbia, V5G 3H2 (“BCIT”).

1. **Contest period:** The Contest runs from 6:00 am Pacific Standard Time (“PST”) on October 1, 2022 to 9:00 pm PST on October 31, 2022 (the “Contest Period”).
2. **Eligibility:** The Contest is open to registered BCIT Students, who are not employees of BCIT (each person is a “Contest Participant”).
3. **How to enter:** No purchase is necessary. To enter the Contest, the Contest Participant submits an entry by submitting a “Consistency Challenge” punch/stamp card. One entry for each calendar week that has a minimum of three punches/stamps to a maximum of 4 entries per person plus one (1) additional entry if bringing a friend to participate in the Consistency Challenge. Entry cards must be received by November 4th at 9:00pm PST.
4. **Entry requirements:**
 - a) The Entry requirements (the “Entry Requirements”):
 - i. The Entry must be submitted at the front desk in building SE16 and must contain the following elements:
 1. The participant’s full name and A0#
 2. A valid email address
 3. A minimum of three (3) punches/stamps in one calendar week, equal to one (1) entry
 - ii. A qualifying visit to the facilities in building SE16 that is eligible for a punch/stamp on the entry card is confirmed at the discretion of BCIT Recreation Staff and does not include:
 1. Use of the bathrooms, showers, locker rooms
 2. Use of the lounge/seating area for any
 - iii. To qualify for the “Bring a friend” punch/stamp, the individual must be present at the time of punch/stamp redemption and must not already have a “Consistency Challenge” entry card.
 - iv. Limit of one punch/stamp per day per Contest Participant
 - b) By submitting an Entry, the Contest Participant acknowledges and agrees that:
 - i. the Entry (including the Contest Participant’s name) may be posted on Facebook, Twitter, Instagram, LinkedIn and/or BCIT’s proprietary website, where it may be viewed, and commented on by BCIT and the general public;

- ii. the Contest Participant irrevocably, perpetually, and without limitation, grants BCIT the worldwide rights to use, publish, adapt, sublicense, edit, dispose of, reproduce, and/or modify such Entry and the concepts and third party elements embodied therein in any way, in whole or in part for advertising or promoting the Contest or for any other reason, and in any and all media in electronic and print materials related to the Contest, and the Contest Participant waives all of the Contest Participant's moral rights in the Entry in favour of BCIT, without notice or compensation, and agrees that the Contest Participant may be required to sign a release to that effect.
5. **Prize Draws:** To identify the potential winner, one (3) random draws will be made on November 7, 2022 at 12:00pm PST from all eligible Entries received up to 9:00pm PST on November 4 2022.
6. **Prize:** On Draw Date, there will be three (3) random draws (a "Draw") for prizes available to be won. The grand prize consists of one (1) Yeti 18oz rambler valued at \$40.00. The secondary prizes consist of one (1) TriggerPoint Foam Core Mini 12 Inch Roller valued at \$26.99 and one (1) PTP MediBand Flat Band – Medium valued at \$13.99. The Draws will be done in sequential order and each Contest Participant selected will be removed from the subsequent Draws. Prizes are not exchangeable for cash and are not eligible for substitution. A maximum of one Prize per person will be awarded for the Contest and once a Contest Participant wins a Prize, they will not be eligible to win any additional Prizes. In the event that a Prize is not claimed or cannot be awarded to a Contest Participant pursuant to these Contest Rules (the "Unawarded Prize"), BCIT may, at its sole election, conduct another Draw on the same or another date for the Unawarded Prize, or opt to not conduct another Draw for the Unawarded Prize at all. Chances of winning are dependent on the number of eligible Entries received at each Draw and if any Unawarded Prizes are added to such Draw. BCIT reserves the right to substitute Prizes as well as to cancel or modify the Contest or the Prizes for any reason at any time without notice, all in BCIT's sole discretion.
7. **Potential Winner Verification and Notification:** All selected Contest Participants ("Potential Winners") will be contacted by BCIT via e-mail within approximately one (1) week of the Draw Date and are subject to verification by BCIT, including proof of identity and eligibility. All Potential Winners will be given instructions on how to contact BCIT directly, to make arrangements with BCIT for the Potential Winner to take all steps required by these Contest Rules before being declared a Prize winner. A Potential Winner's failure to respond within five (5) business days of notification, receipt of an email notification as undeliverable, or failure to comply with these Contest Rules, will result in disqualification from the Contest and forfeiture of the Prize. BCIT is not responsible for and will not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify a Potential Winner.
8. **To Claim a Prize:** To be declared a winner and claim a Prize, a Potential Winner must:
 - a) correctly answer a time-limited, mathematical skill-testing question; and
 - b) sign and return, without further compensation, BCIT's Declaration and Release confirming compliance with these Contest Rules and acceptance of the Prize as offered, releasing BCIT, its Prize suppliers, affiliates and its and their agents, and BCIT's Board of Governors with respect to injuries, accident, loss or damages

relating to the Contest or the awarding of the Prize, and consenting to use of the potential winner's name, city, photograph and/or statement in any publicity carried out by BCIT relating to this Contest.

9. **Disqualification:** There is a limit of four (4) Entries per Contest Participant plus one (1) additional entry for bringing in a friend to join the Consistency Challenge (one punch/stamp card). Any Entry and Potential Winners will be disqualified and forfeit a Prize if:

- a) The Contest Participant is found attempting to use multiple identities or submitting more than one punch/stamp card;
- b) the Entry does not comply with any of these Contest Rules;
- c) the Entry is late, lost, misdirected, delayed or incomplete, none of which BCIT is responsible for;
- d) the Entry contains only a punch/stamp for bringing a friend to participate in the Consistency Challenge and not any punches/stamps for using the facilities in building SE16
- e) the Potential Winner cannot be contacted, fails to respond within the specified time, fails to correctly answer the skill-testing question referred to above, fails to provide the required information or documentation, or if the Prize or Prize notification is returned as undeliverable; or
- f) the Contest Participant has won a Prize in a previous Draw in this Contest.

10. **Participant's Agreement:** By entering the Contest, each Contest participant:

- a) acknowledges to have read, understood and agreed to be bound by these Contest Rules;
- b) consents to being contacted by BCIT in accordance with these Contest Rules; and
- c) agrees not to challenge or make any claim against BCIT in relation to the Contest

11. **Privacy:** BCIT collects personal information pursuant to the *Freedom of Information and Protection of Privacy Act, RSBC 1996 c. 165*. By entering the Contest, each Contest Participant consents to BCIT storing, sharing and using the personal information such participant has submitted for the purposes of administering the Contest including, but not limited to, contacting and announcing the Contest winner and grants to BCIT the right to use the Contest winner's name for publicity and promotional purposes relating to the Contest and acknowledges that BCIT may disclose the personal information to third-party agents and service providers of BCIT in connection with any of the foregoing activities. All Entries become the property of BCIT.

12. **Technical Problems:** BCIT is not responsible for:

- a) any technical malfunction or other system problems that could affect anyone's ability to enter the Contest
- b) the failure of any Entry to be received, receive a Time Stamp, or captured for any reason;
- c) any damage to a Contest Participant's computer or mobile device resulting from participating in the Contest; or
- d) any data charges which may be charged to a Contest Participant for utilizing a wireless mobile device to participate in the Contest

13. **Changes:** BCIT may withdraw, amend or suspend the Contest or change these Contest Rules to deal with any technical problems, computer viruses or bugs, unauthorized interventions or other causes beyond BCIT's reasonable control that interfere with the proper conduct of the Contest. BCIT may adjust any of the dates and timeframes provided in the Contest Rules without prior notice to anyone in order to verify any Contest Participant's compliance or due to any other circumstances which BCIT believes may affect the proper administration of the Contest.
14. **Limitation of Liability; Disagreements:** All decisions of BCIT concerning the Contest are final. BY ENTERING THE CONTEST, EACH ENTRANT HEREBY EXPRESSLY RELEASES EACH OF BCIT, THE PRIZE SUPPLIERS, THEIR AFFILIATES AND BCIT'S BOARD OF GOVERNORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, REPRESENTATIVES AND CONTRACTORS AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "RELEASEES") FROM ANY AND ALL DAMAGE, COST LOSS, EXPENSE AND LIABILITY SUFFERED OR INCURRED BY THE ENTRANT ARISING FROM THE ENTRANT'S PARTICIPATION IN THE CONTEST INCLUDING PERSONAL INJURY, ILLNESS, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL THE RELEASEES BE LIABLE TO AN ENTRANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR PURE ECONOMIC LOSS, AND IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE RELEASEES TO ANY ENTRANT EXCEED THE LESSER OF: (I) THE DIRECT DAMAGES SUFFERED OR INCURRED BY SUCH PERSON; OR (II) THE SUM OF TEN CANADIAN DOLLARS (\$10.00 CDN), REGARDLESS OF THE CAUSE OF ACTION, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. The Contest is in no way sponsored, endorsed, or administered by, or in association with, Facebook, Twitter or Instagram. Any questions or comments regarding the Contest should be directed to BCIT, not Facebook, Twitter or Instagram
15. **Laws:** The Contest and these Rules, including any disputes hereunder, will be governed, construed and interpreted under the laws of the Province of British Columbia, Canada, including the federal laws of Canada applicable in that Province.