

# 2021-2022 Westoba Wheat Kings Jr. Reporter Contest

## *Official Contest Rules & Regulations*

By entering the 2021-2022 Westoba Wheat Kings Jr. Reporter Contest (the "Contest"), entrants agree to abide by these Official Contest Rules and Regulations (the "Contest Rules") and the decisions of Westoba Credit Union Ltd. and Brandon Wheat Kings (collectively referred to herein as the "Sponsors") which are final and binding in all respects relating to the Contest.

### **1. CONTEST PERIOD**

The Contest period begins at 09:01 a.m. (CST) on Monday, September 27<sup>th</sup>, 2021, and closes at 4:59 p.m. (CST) on Friday, October 29<sup>th</sup>, 2021 (the "Contest Period"). Afterwards selected entries for the Contest will be chosen between 12:01 a.m. (CST) on October 29<sup>th</sup>, 2021, and 11:59 p.m. (CST) on Thursday, November 16<sup>th</sup>, 2021 (the "Selection of Winners"). Any entries for the Contest received after 4:59 p.m. (CST) on Friday, October 29<sup>th</sup>, 2021, will not be accepted.

### **2. HOW TO ENTER - NO PURCHASE NECESSARY.**

To enter either:

Visit [www.westoba.com](http://www.westoba.com), complete all required fields on the online form and provide a link to your audition video on YouTube.

A limit of one (1) entry per Eligible Entrant (as defined below) will be permitted for the Contest.

Audition video should not exceed one (1) minute in length.

All entries become the sole property of the Sponsors and will not be returned for any reason. The Sponsors do not assume any responsibility for any lost, late, damaged, destroyed, misidentified, illegible or misdirected entries, any computer errors or malfunctions, or for any other problems occurring in connection with participation in the Contest.

By submitting an entry in the Contest, an Eligible Entrant grants to the Sponsors the unrestricted right to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt or otherwise use or re-use any or all of an audition video provided by an Eligible Entrant for any and all advertising or promotional purposes (including, but not limited to, publication and/or broadcast in media) without further compensation or permission.

Videos may be shared on social media (Facebook, Twitter, YouTube, etc.) and other various avenues (website, in-branch TVs, e-newsletters, etc.). The Sponsors shall have no control over the actions of any third parties as it relates to the use or misuse of an individual's audition video and shall in no way be liable for the use or misuse of an audition video by any third party.

### **3. ELIGIBILITY**

This Contest is open only to individuals who:

- (i) are a legal resident of the Province of Manitoba;
- (ii) are five (5) to twelve (12) years of age at the time of entry;
- (iii) have a parent or legal guardian who is over the age of eighteen (18) at the time of entry; and
- (iv) live within the Province of Manitoba (each an "Eligible Entrant").

For the purposes of the Contest and these Contest Rules, and because video auditions will feature a minor aged five (5) to twelve (12), an "Eligible Entrant" shall be deemed to include a consenting parent or guardian of the individual aged five (5) to twelve (12) featured in each

respective audition video. The Sponsors have the right to require proof of eligibility from any individual, and/or the parent or guardian of an individual, who enters the Contest. Failure to provide such proof may result in disqualification from the Contest.

Individuals are not eligible to participate in the Contest if they are:

- (i) employees, agents or representatives of the Sponsors, or their respective agents, affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees; or
- (ii) a member of the household and/or immediate family of any of the above parties. For the purposes of the Contest Rules, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household.

#### 4. PRIZE

There will be two (2) grand prizes and ten (10) additional prizes awarded.

Each grand prize will include the following:

- i) One (1) Brandon Wheat Kings personalized jersey;
- ii) The opportunity to meet and interview Brandon Wheat Kings players. Footage to be used to produce "On The Bench" interviews to be aired at determined Brandon Wheat King Games.
- iii) The opportunity for the grand prize winner and family to watch both Brandon Wheat Kings home games where the winners "On The Bench" interview will air. Each Jr. Reporter will be offered four (4) tickets seated together to each of the two games when their videos will air; during the video shoots, Jr. Reporters will get a tour of the Wheat King Dressing room.

The approximate retail value of a Grand Prize is CAD \$300.00.

The additional prizes will consist of one (1) Westoba Credit Union and Brandon Wheat Kings swag bag (the "Additional Prizes").

The approximate retail value of an Additional Prize is \$80.00.

The Grand Prize and Additional Prizes shall be collectively referenced herein as a "Contest Prize".

#### **The following conditions apply to a Contest Prize:**

The Sponsors will make a reasonable attempt to contact the Eligible Entrant selected as a potential winner of a Contest Prize to advise that they are the potential winner. Attempts will be made to contact the selected Entrants at the telephone number and/or email address provided on the entry for a period of two (2) business days following the Judging Panel's decision. In the event that the Sponsors are unable to contact a potential winner of a Contest Prize or if a potential winner of the Contest Prize is unable to receive a Contest Prize in its entirety, the Sponsors have the right to treat a Contest Prize as having been forfeited and the Sponsors may select an alternate potential winner of a Contest Prize in their sole discretion and the Sponsors shall not be obligated to provide an alternate prize to the original Eligible Entrant selected as a potential winner of a Contest Prize.

A Contest Prize must be accepted as awarded and may not be traded, sold, assigned, transferred or substituted, except in the sole discretion of the Sponsors. The Sponsors, in their sole discretion, reserve the right to substitute a Contest Prize in whole or in part in the event that all or any of the components of a Contest Prize are unavailable.

In the event that a winner of a Contest Prize is unable to redeem any or all of a Contest Prize's components due to reasons beyond the control of the Sponsors, no compensation or substitute prize will be awarded.

Any difference between the approximate retail value referred to herein and the actual value of a Contest Prize will not be awarded.

## **5. SELECTION OF WINNERS**

Each audition video will be reviewed by a panel (the "Judging Panel") comprised of representatives of the Sponsors and certain audition videos will be selected by the Judging Panel to be posted on the Contest page on the Westoba Credit Union Website ([www.westoba.com](http://www.westoba.com)).

The Judging Panel will review and evaluate each audition video based on the video's originality, creativity, uniqueness and appropriateness, all of which will be taken into account, along with the voting results, to determine the Grand Prize winners in the sole and absolute discretion of the Judging Panel and the Sponsors.

Ten (10) Eligible Entrants selected as potential winners of a Contest Prize will be notified by the Sponsors the before November 17<sup>th</sup>, 2021, via contact information provided by them. No contract or correspondence will be entered into except with Eligible Entrants selected as potential winners of a Contest Prize.

As part of the acceptance of a Contest Prize, Eligible Entrants selected as potential winners of a Contest Prize will be required to sign an Acknowledgment of Contest Rules form, and a form of Release.

In the event that an Eligible Entrant selected as potential winners of a Contest Prize does not comply with any of the above requirements, the Sponsors have the right to treat a Contest Prize as having been forfeited and the Sponsors may select an alternate potential winner of a Contest Prize in their sole discretion and the Sponsors shall not be obligated to provide an alternate prize to the original Eligible Entrant selected as a potential winner of a Contest Prize.

## **6. GENERAL RULES**

All decisions of the Sponsors relating to the Contest, including, but not limited to, the eligibility of entrants, the selection of Contest Prize winners and the availability of Contest Prizes, shall be final and shall be made in the sole discretion of the Sponsors. The Sponsors will not be responsible for any incomplete, illegible, destroyed, late or lost entries. All such entries, including entries that have been tampered with or altered, shall be void. The Sponsors do not assume any responsibility for incorrect or inaccurate capture of entry information, technical defects or malfunctions of hardware or software, human or technical error, printing errors, lost, delayed or garbled data or transmissions or electronic communications which are undeliverable due to filtering programs or lack of space in the recipient's account. The Sponsors shall not be responsible for any technical problems, including any injury or damage to an entrant's or any other person's computer or property related to or resulting from playing or downloading any material in relation to the Contest.

In the event that an Eligible Entrant is selected as a winner of a Contest Prize, the Eligible Entrant authorizes the Sponsors to photograph, videotape, film or sound record the Eligible Entrant. The Eligible Entrant permits the Sponsors to use his/her names and such photographs, videotapes, films or sound records for any and all promotional purposes (including publication and/or broadcast in media) without further compensation or permission.

Any personal information collected in connection with the Contest will be used by the Sponsors in accordance with the Westoba Credit Union privacy policy available at [www.westoba.com](http://www.westoba.com).

All intellectual property, including but not limited to logos, design marks, trademarks, copyright, service marks, trade names, related words, phrases, slogans, caricatures, graphics and images are owned by the Sponsors and/or affiliates or subsidiaries thereof. All rights are reserved. Unauthorized copying or use of any intellectual property without the express written consent of its owner is strictly prohibited.

In the event that any discrepancy or inconsistency arises between the Contest Rules and statements and/or representations made in relation to the Contest or contained in any Contest-related materials, the Contest Rules shall prevail.

In the event that any provision of the Contest Rules is not strictly enforced by the Sponsors, it shall not constitute a waiver of that provision or any other provision contained herein.

The following are prohibited and will result in automatic disqualification from the Contest:

- (i) non-compliance with the Contest Rules; or
- (ii) any other act determined by the Sponsors, in their sole discretion, to jeopardize, or potentially jeopardize, the integrity of the Contest.

The Sponsors reserve the right to change the Contest Rules and/or terminate, modify, suspend or withdraw the Contest (and/or any aspect thereof), in whole or in part, at any time without notice for any reason, without liability, in their sole discretion. The Sponsors shall not be liable for any typos or errors contained within the Contest Rules and reserve the right to amend the Contest Rules at any time without notice in their sole discretion.

The Contest is subject to all applicable federal, provincial and municipal laws and regulations and shall be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable therein.

The Contest Rules are available online at [www.westoba.com](http://www.westoba.com) and at the offices of Westoba Credit Union, located at 220 10<sup>th</sup> Street, Brandon, Manitoba, R7A 4E8.

## **7. RELEASE OF LIABILITY**

Upon entering the Contest, the Eligible Entrant and/or his/her parent(s) or guardian(s) on his/her behalf, his/her heirs, executors, legal personal representatives, successors and assigns (all such persons hereinafter collectively called the "Releasors"), agree, among other things, to hereby irrevocably and unconditionally release and forever discharge Westoba Credit Union, Brandon Wheat Kings, Westman Communications Place, Sherris Productions, sponsors and advertisers, and each of their respective parents, affiliates and subsidiaries, and all of their respective shareholders, directors, officers, unitholders, employees, agents, heirs, executors, legal personal representatives, successors and assigns, as the case may be, (all such persons and entities hereinafter collectively called the "Releasees") of and from all injuries, liabilities, damages, actions, suits, obligations, duties, acts, omissions, misfeasance, malfeasance, losses, expenses, costs, rights of indemnity and all other claims and rights whatsoever (including, without limitation, reasonable lawyers' fees and legal costs), whether or not known or anticipated and whether or not due to the negligence of the Releasees, which the Releasors ever had, now have or may in the future have against the Releasees for or by reason of the Releasors' entry into the Contest, participation in the Contest and/or acceptance of a Contest Prize.

**By participating in this promotion, you agree to the Official Contest Rules and Regulations.**

**Consent Form:**

Participant's Name: \_\_\_\_\_

Parent's Name: \_\_\_\_\_

Participant's Age: \_\_\_\_\_ City: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

By signing below or clicking submit you agree to the above Official Rules & Regulations of the 2019-2020 Westoba Wheat Kings Jr. Reporter Contest.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_