

## **Share Your Mountain Life - Monthly Heartist Photo & Video Contest**

**THIS CONTEST IS ONLY OPEN TO CURRENT FAIRMONT CANADA'S WESTERN MOUNTAIN REGION COLLEAGUES AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCES OF ALBERTA & BRITISH COLUMBIA.**

NO PURCHASE NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE "CONTEST RULES")

### **CONTEST PERIOD**

- 1) The Contest begins on April 1<sup>st</sup>, 2023 at 11:59 AM Mountain Time ("MST") and ends on October 31<sup>st</sup>, 2023 at 11:59 PM MST (the "Contest Period"). All entries must be received prior to the closing date. There will be six (6) content themes throughout the contest. On the 1<sup>st</sup> of each month, the contest theme will change and the new theme will be announced. Fairmont Canada's Western Mountain Region (FCWMR) is not responsible for any entries destroyed, mutilated, lost, misdirected or corrupted. Mechanically reproduced entries will not be eligible.

### **ELIGIBILITY**

- 2) The Contest is open to all current colleagues of Fairmont Canada's Western Mountain Region provided they have not won any prizes from FCWMR in the past 90 days, and further provided, they have reached the age of majority in their province, territory or state of residence at the time of entry.

The Contest is subject to all Federal, Provincial, and Municipal regulations and is void where prohibited by law. For a copy of the Rules and Regulations of the Contest, deliver a self-addressed stamped envelope to:  
"Monthly Heartist Photo & Video Contest" c/o Talent & Culture at Fairmont Banff Springs, 405 Spray Ave, Banff, Alberta, T1L 1J4.

### **HOW TO ENTER**

- 3) NO PURCHASE NECESSARY. To participate in this Contest you must:
  - a. During the contest period you must submit a picture or video which aligns with the contest theme in the month you are submitting, within the destination, as a colleague of the "properties" and the "region". Entry(ies) must be submitted though

the following webpage: <https://www.fairmontmtnjobs.com/colleague-submissions>.

Entry(ies) not submitted through this channel will be deleted; and

b. not defame, misrepresent or contain disparaging remarks about Sponsor or its products;

c. not be false, inaccurate or misleading;

g. not violate any law or regulation;

h. not be libelous, threatening or harassing;

i. not violate guests' or colleagues' privacy

j. not instigate others to commit illegal activities or violate human rights

4) You will receive one (1) Entry in the Contest when you comply with the above described in Section 3 and in accordance with these Rules. UNLIMITED ENTRIES PER PERSON/ACCOUNT DURING THE CONTEST PERIOD BY SUBMITTING MULTIPLE CONTENT ENTRIES.

5) BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY MAY BE USED IN ADVERTISEMENTS, POSTED ON SOCIAL MEDIA AND/OR SPONSOR'S PROPRIETARY WEBSITE FOR RECRUITMENT PURPOSES, WHERE IT MAY BE VIEWED, SHARED (BY USERS OF INSTAGRAM AND VARIOUS OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND THE GENERAL PUBLIC.

#### **WINNER SELECTION**

6) On the 15<sup>th</sup> day, each month during the contest period, the winner for the previous month's content theme will be selected by an internal panel of judges, at approximately 3:00 PM MST, and notified of their prize via email.

7) Before being declared a winner: The selected entrant(s) will be contacted through the email they provided directly by Talent & Culture and notified that they have won. The selected entrant must reply within five (5) business days of notification. The selected entrant must first correctly answer a time-limited mathematical skill-testing question to be administered by telephone. The Sponsor will then email, and the selected entrant will be required to sign and return within one (1) business day of notification a declaration of eligibility and a liability/publicity release, which:

a. confirms compliance with the contest rules;

b. releases the Sponsor, its affiliated companies and agents, advertising and promotion agencies, the contest judges and each of their respective officers, directors, agents, representatives, successors and assigns from any liability in connection with the Contest, the entrant's participation therein and/or the awarding and use or misuse of the prize or any portion thereof; and

c. grants to the Sponsor the right to use the selected entrant's name and likeness in any form of advertising relating to the contest without further notice or compensation.

If a selected entrant: (i) cannot be contacted by email within five (5) business days of selection or there is a return of any prior notification as undeliverable; (ii) fails to correctly answer the skill-testing question; or (iii) fails to return the contest documents within the specified time, the he/she will be disqualified and will forfeit the prize, and the Sponsor reserves the right to select an alternate entrant from among the remaining eligible entries.

## **PRIZES**

Prize(s):

There will be six (6) monthly prizes available to be won, each consisting of a \$250 Fairmont Gift Card. The prize must be accepted as awarded, has no cash value, cannot be transferred, substituted, or added to in any way. All decisions of the judges with respect to any part of the Contest are final.

## **GENERAL**

- 8) By entering the Contest, each entrant agrees to abide by these Contest Rules. This Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited by law. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.
- 9) Sponsor reserves the right to cancel, suspend, withdraw or amend this Contest in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 10) You must warrant that your Contest Entry(ies) meets the Entry Specifications, set out above. Sponsor reserves the right to deem ineligible and exclude from the Contest any Contest Entry that Sponsor, in its sole and absolute discretion, determines does not meet the Entry Specifications. Your right to submit a Contest Entry must not be restricted in any way. You must be able to provide legal releases for use of your Contest Entry by Sponsor in any format, and materials related to the Contest, including in relation to any third party's name, likenesses or work ("Third Party Elements") included in your Contest Entry.
- 11) All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or

eligibility (in a form acceptable to - 5 - the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

- 12) By entering the Contest, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “Released Parties”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Entry. For greater certainty and the avoidance of any doubt, the Sponsor reserves the right, in its sole and absolute discretion and at any time, to modify, edit or disqualify any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry (and corresponding Entry) and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Entry does not comply with these Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry (and corresponding Entry) and/or the associated entrant.
- 13) Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these rules will be judged void.
- 14) Without limitation, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any failure of the website during the Contest; for an technical malfunction or other problems relating to the telephone network or lines, computer on- line systems, servers, access providers, computer equipment or software; for the failure of any Entry to be received by the Sponsor, its advertising and promotion agencies or the Contest judges for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any

combination of the above. Further, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.

- 15) In the event of a dispute, Entries will be deemed to have submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry. The sole determinant of the time for the purposes of a valid online Entry in this Contest will be the - 5 - Contest server machine(s).