Western Day Sweepstakes

THE Western Day SWEEPSTAKES (THE “SWEEPSTAKES”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY (EXCLUDING QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE SWEEPSTAKES RULES (THE “SWEEPSTAKES RULES”)

1. ELIGIBILITY. To be eligible for this Sweepstake an individual must:

(a) be a legal resident of Canada (excluding the province of Quebec);

(b) be a graduate, faculty and/or staff of Western University

(c) if selected as a Winner (as defined in section 4 (a) below) be willing to accept the Prize (as defined in section 4 (a) below) as awarded.

The Department of Alumni Relations and Development, Western University (“Western”) shall at any time require proof of identity to participate in the Sweepstakes. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Western for the purpose of the Sweepstakes must be truthful, complete, accurate and in no way misleading. Western reserves 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. SWEEPSTAKES PERIOD. The Sweepstakes begins at 11:00 a.m. Eastern Standard Time (“EST”) on March 1, 2020 and ends at 1:00 p.m. on March 6, 2020 (the “Sweepstakes Period”) after which time the Sweepstakes will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

(a) There is no purchase necessary to enter the Sweepstakes. To enter, complete and submit the online entry form located at:

http://alumni.westernu.ca/projects/western-day-alumni-photo-sharing/

(the “Sweepstakes Website”). No entries will be accepted by any other means.

(b) Limit of one (1) entry per e-mail address.

(c) All entries become the sole property of Western and will not be returned for any reason. Entries must be received no later than the end of the Sweepstakes Period. Entries will be declared invalid if they are artificially produced. Unless otherwise set out herein, no
communication or correspondence will be exchanged with entrants except with those selected as a potential winner.

(d) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Sweepstakes Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide Western with proof that he or she is the authorized account holder of the e-mail address associated with his or her entry.

4. PRIZES

(a) There will be a maximum of five (5) prize winners (each individually, a “Winner”) with each Winner receiving a prize (a “Prize”). Each Prize consists of one Western Alumni Under Armour® hoodie valued at $50. The odds of winning a Prize are dependent on the number of eligible entries received by Western during the Sweepstakes Period in accordance with these Sweepstakes Rules.

(b) Western and/or Western’s representatives will contact the Winner to confirm the Prize via e-mail.

(c) The Prize will be couriered to the Winner.

(d) The Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

(e) The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Western. Western reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the Prize cannot be awarded for any reason.

(f) Western shall not assume any liability for a lost, damaged, or misdirected Prize.

5. WINNER SELECTION

The five (5) winners shall be selected as follows:

(a) On or about 3:00 p.m. on March 6, 2020 in London, Ontario, five (5) entrants will be selected by a random draw from all eligible entries received during the Sweepstakes Period. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by Western. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail and to comply with the Sweepstake Rules.
(b) THE SELECTED ENTRANTS WILL BE NOTIFIED BY E-MAIL NO LATER THAN MARCH 9, 2020 AT 12:00 P.M. ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Sweepstakes Rules and/or the notification. If the selected entrant does not respond accordingly, answers the skill-testing question incorrectly or is ineligible, he/she will be disqualified and will not receive the Prize and another entrant may be selected in Western’s sole discretion until such time as an entrant satisfies the terms set out herein. Western is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Western to receive a selected entrant’s response.

6. NO LIABILITY. The Releases (defined below in Section 7) will not be liable for: (i) any failure of Western’s Website, Western’s servers or other sites during the Sweepstakes; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entry or email from the entrant to be received by Western for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to a entrant’s, or any other person’s computer related to or resulting from participating or downloading any material in the Sweepstake; and (v) any combination of the above.

7. RELEASE AND EXCLUSION OF LIABILITY. By entering or attempting to enter the Sweepstakes, each entrant and/or purported entrant agrees to release, discharge, and forever hold harmless Western, and its respective officers, governors, employees, agents and other representatives (collectively, the “Releases”) from any and all claims, actions, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant’s participation or attempted participation in the Sweepstakes, compliance or non-compliance with these Sweepstakes Rules and acceptance, use or misuse of the Prize. The Releases will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Sweepstakes website during the Sweepstakes Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person’s or any other person’s participation or attempted participation in the Sweepstakes.

8. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION. All personal information, such as name and contact information, required to enter the Sweepstake is collected by Western solely for the purposes of administering the Sweepstake and shall not be used for any other purpose without your express consent. By providing this information, you consent to it being used for the stated purposes. Please see Western’s privacy policy at http://advancement.uwo.ca/about/privacy_policy.html.
9. TERMINATION OR VARIATION. Western reserves the right, in its sole discretion, to terminate the Sweepstakes, in whole or in part, and/or modify, amend or suspend the Sweepstakes, and/or the Sweepstakes Rules in any way, at any time, for any reason without prior notice.

10. APPLICABLE LAW, ATTORNMENT AND SPONSOR’S DECISIONS. This Sweepstakes and these Sweepstake Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Western and each entrant hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The decisions of Western with respect to all aspects of this Sweepstakes are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants and entries.

11. DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Sweepstakes Rules and disclosures or other statements contained in any Sweepstakes related materials, the terms and conditions of the Sweepstakes Rules shall prevail, govern and control.

12. SOCIAL MEDIA. The Sweepstakes is in no way sponsored, endorsed or administered by any social media platforms on which the Sweepstakes may have been promoted and/or publicized. Any questions, comments or complaints regarding the Sweepstake must be directed to The Department of Alumni Relations and Development, Western University.

13. WAIVER. Failure by Western to enforce any of its rights at any stage does not constitute a waiver of those rights.

14. SEVERABILITY. Each term and provision of these Sweepstakes Rules shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

15. CAPTIONS & HEADINGS. The captions and headings of clauses contained in these Sweepstakes Rules preceding the text of the articles, sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of these Sweepstakes Rules, or have any effect on their interpretation or construction.

16. CASL. By submitting an entry, you consent to Western contacting you via email or other electronic communications for purposes related to the Sweepstakes.