

## Sweepstakes Rules

Don Wright Faculty of Music at Western University

**Don Wright Faculty of Music at Western University – Albert Herring Opera Ticket Sweepstakes** (the “Sweepstakes”) is administered by **the Don Wright Faculty of Music at Western University** (the “Sponsor”). Any questions, comments or complaints regarding the Sweepstakes should be directed to the Sponsor at Talbot College Room 232, Don Wright Faculty of Music, 1151 Richmond Street North, London, ON N6A 3K7 or by email at [musicsocial@uwo.ca](mailto:musicsocial@uwo.ca). By participating in this Sweepstakes, each participant agrees to be legally bound by these official Sweepstakes rules (the “Rules”).

### 1. SWEEPSTAKES PERIOD

The Sweepstakes is run by the Sponsor and will take place from Wednesday, February 14, 2024 at 10:00:01 a.m. Eastern Time (“ET”) to Wednesday, February 21, 2024 at 11:59:59 p.m. ET (the “Sweepstakes Period”). The Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the Sweepstakes at any time, and select a winner from previously received eligible entries.

### 2. WHO IS ELIGIBLE TO ENTER THE SWEEPSTAKES?

- (a) The Sweepstakes is open to anyone:
  - (i) who is a legal resident of Canada (excluding Quebec);
  - (ii) who has reached the age of majority in their jurisdiction of residence as of the date of entry; and
  - (iii) who agrees to be bound by these Rules.
  
- (b) This Sweepstakes is not open to everyone who is eligible under 2 (a). You cannot enter, and are not eligible to win, if you, a member of your immediate family, or someone in your household is a staff or faculty member of the Faculty of Music at Western University, or a staff member of Western Libraries’ Music Library.

### 3. HOW DO I ENTER THE CONTEST?

**No purchase necessary.** Internet access and Instagram account required. To obtain one (1) entry, visit [@westernuMusic on Instagram](https://www.instagram.com/westernuMusic) (the “Contest Account”) during the Contest Period and follow the instructions in the Contest post. To obtain one (1) entry, the user must comment on the Contest Post, tag a friend in their comment, and be following @westernuMusic on Instagram. Up to five entries per person is allowed during the contest by tagging up to five friends in the Contest Post. Any attempt to provide more than five (5) entries using additional accounts will result in a person’s disqualification from entering the contest. For clarity, the use of multiple accounts by a person to enter the Sweepstakes will result in that person being disqualified from entering the contest.

All entries must meet the following submissions guidelines (the “**Submissions Guidelines**”):

- (i) The entry must not defame, misrepresent or contain disparaging remarks about Sponsor or any of its products, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill associated with the Sponsor, as determined by Sponsor in its sole discretion.
- (ii) Entry must be suitable for family audiences, including without limitation for publication on national television, as determined by Sponsor in its sole discretion.
- (iii) Entry must not contain any content that is or contains: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by Sponsor in its sole discretion.
- (iv) Entry must not infringe on the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased.

By submitting an entry, you warrant and represent that: (i) the entry is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright; (ii) the entry has not been previously published; (iii) the entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) all individuals appearing in the entry have granted to you permission to publish or otherwise use their likeness in the entry in any manner and media whether now known or hereafter devised including, without limitation, on the Contest Website; and, (v) that the entry complies with the Submissions Guidelines. You agree to indemnify and hold harmless Sponsor from any claims made by third parties to the contrary.

By entering, you agree as follows: (i) you acknowledge that your entry may be posted by Sponsor on the Contest Website and/or on Sponsor’s social media channels, in Sponsor’s sole discretion but without obligation; (ii) you have the right and authority to, and do hereby, grant to Sponsor an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in any manner or media, including without limitation on the Contest Website; (iii) you waive any and all moral rights that you may have in and to the entry with respect to the uses contemplated herein; and, (iv) you agree to release and hold harmless Sponsor 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 relates in any way to Sponsor’s use of the entry.

#### **4. WHAT PRIZES ARE AVAILABLE TO BE WON?**

Each eligible participant who makes an Entry has the chance to win one of a total of two (2) prize(s) (individually referred to as a “Prize” and collectively referred to as the “Prizes”) consisting of the following:

Total Number of Prize(s)	Total Number of Winners	Prize Details
2	2	Each winner will receive two (2) tickets to the Thursday, March 7, 2023 opening night performance of the Opera, “Albert Herring” by Benjamin Britten, with an approximate retail value of \$50 to \$80 dollars per pair of tickets.

All amounts in these Rules are in Canadian dollars.

## 5. HOW ARE WINNER(S) SELECTED?

**5.1 Random Draw:** On or about February 22, 2024 at 11 a.m. (the “Draw Date”) in the city of London, Ontario, at Talbot College, Western University, London, ON, a total of **ONE** (1) entry will be randomly selected from a list of all eligible entries received via the Sponsor’s Instagram account during the “Sweepstakes Period”. The potential winner selected by random draw will receive a grand prize valued at \$50 to \$80 dollars per pair of tickets. The participant who owns the selected entry, and who is otherwise eligible to win, will be the selected participants who are eligible to win the Prize subject to compliance with these Rules.

**5.2 Odds of Winning:** The odds of winning a Prize are dependent on the number of all eligible entries received by the Sponsor during the Sweepstakes Period in accordance with these Rules.

**5.3 Contacting Selected Participant:** The Sponsor will make a minimum of two (2) attempts to contact each selected participant by Direct Message on Instagram using the information provided at the time of submission of an Entry, within three (3) business days of the Draw Date. If a selected participant cannot be contacted or refuses or fails to respond to the Sponsor as requested, then they will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right to randomly select an alternate selected participant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such newly selected participant).

**5.4 Skill-Testing Question:** In order to be declared a Prize winner(s), each selected contestant must, in addition to meeting the Sweepstakes eligibility criteria and otherwise complying with these Rules, correctly answer a mathematical skill-testing question without assistance of any kind, whether electronic or otherwise.

If a selected contestant:

- does not correctly answer the mathematical skill testing question in the manner prescribed;
- cannot accept a Prize for any reason; or

- otherwise fails to comply with the Rules;

then they will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right to select by random draw from among all remaining eligible entries a new selected participant as the potential winner of the Prize (in which case the foregoing provisions of this section shall apply to such newly selected participant).

## **6. AWARDING OF PRIZES(S)**

**6.1 Prize Recipient(s):** The confirmed Prize winner will receive a Prize within one week after having been declared a Prize winner.

**6.2 Prizes Notification :** Selected entrant(s) will be notified by tag in the Contest post on the Contest Account and via direct message on Instagram. In order to be declared a winner, selected entrant(s) must:

- (i) respond to notification of selection within three (3) business days of first attempt by Sponsor;
- (ii) answer the skill testing question (as more fully set out in section 5.4);
- (iii) sign and return to Sponsor, within three (3) business days of it being sent by Sponsor, a written declaration and release form , releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the “Release”); and,
- (iv) otherwise comply with these Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within three (3) business days of first attempt by Sponsor or Sponsor’s agent, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Rules may result in disqualification, forfeiture of the prize and, at Sponsor’s sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Rules, who will be subject to disqualification in the same manner.

## **7. GENERAL TERMS AND CONDITIONS**

**7.1 Verification of Entries:** The Sponsor reserves the right to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any participant in the Sweepstakes. A participant whose Entry cannot be verified to the satisfaction of Sponsor may be disqualified from the Sweepstakes and will not be eligible to win a Prize. In that case, the Sponsor reserves the right to conduct a re-selection of a selected participant by random draw. The sole determinant of the time for the purposes of a valid Entry in this Sweepstakes will be the Sweepstakes server machine(s) in Eastern Time.

**7.2 No Liability:** The Releasees (defined below in Section 7.7) will not be liable for: (i) any failure of the Sponsor’s website, Sponsor’s servers or other sites during the Sweepstakes; (ii) any technical or other

problems preventing the submission of an Entry; (iii) the failure of any Entry from the participant to be received by the Sponsor or email from the Sponsor to be received by a selected participant for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; and (iv) any combination of the above.

**7.3 Acceptance of a Prize:** Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except in Sponsor's sole and absolute discretion). The cost of everything not specifically stated as included in a Prize is the sole responsibility of the winner. If the winner does not utilize any part(s) of their Prize, then any such part(s) not utilized may be forfeited in their entirety and nothing will be substituted in their place. By accepting a Prize, each winner agrees to waive all recourse against the Releasees (as defined in Section 7.7) if the a Prize or a component thereof does not prove satisfactory, either in whole or in part.

**7.4 Substitution of Prizes:** The Sponsor reserves the right for any reason whatsoever to substitute for any Prize, or part thereof, a substitute prize of equivalent or greater value, including without limitation a cash award.

**7.5 Number of Prizes/Winners :** By entering the Sweepstakes, each participant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Sweepstakes, whether technical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by participants is greater than the number of prizes available, the Sponsor reserves the right to end the Sweepstakes in whole or in part, without notice, and to award the correct number of prizes among the correct number of winners, selected in accordance with these Rules from among those eligible entries validly submitted prior to the termination of the Sweepstakes.

**7.6 Variation and Termination Due to Unforeseen Issues:** The Sponsor reserves the right to void any Entry and/or withdraw, suspend, amend or terminate this Sweepstakes in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law), 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 Sweepstakes as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

The Sponsor reserves the right and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance of any participant, or Entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, affects the proper administration of the Sweepstakes as contemplated in these Rules.

**7.7 Release and Exclusion of Liability.** By entering or attempting to enter the Sweepstakes, each participant and/or purported participant agrees to release and hold harmless the Sponsor, and its respective officers, governors, employees, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, demands, causes of action, damages and liabilities of whatever nature or kind arising out of, or in connection with the participant’s participation or attempted participation in the Sweepstakes, compliance or non-compliance with these Rules and acceptance, use or misuse of a Prize. The Releasees will not be responsible for any lost, incomplete, late or misdirected Entry 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.

**7.8 Use of Personal Information:**

**(a)** Each winning participant:

- authorizes the Sponsor to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification; and
- agrees that anything created by the Sponsor which is derived from the contestant’s voice, photograph, image, likeness or any statements the winning participant makes regarding a Prize, is owned by the Sponsor.

**(b)** If a participant has any questions or does not wish the Sponsor to publicly use any or all of their name, photograph, image, likeness, biographical information, any statements made regarding a Prize, place of residence, and/or voice, please contact the Don Wright Faculty of Music at Western University.

**7.9 Personal Information:** By entering this Sweepstakes, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry only for the purpose of administering the Sweepstakes in accordance with Sponsor’s privacy policy ([www.uwo.ca](http://www.uwo.ca)) and the *Freedom of Information and Protection of Privacy Act* (Ontario).

**7.10 Release of Instagram:** The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering, you completely release Instagram of any and all liability in connection with this Contest.

**7.10 Conflicting Terms:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Sweepstakes-related materials, these Rules shall prevail, govern and control.

**7.11 Applicable Law, Attornment, Sponsor's Decisions:** This Sweepstakes and these Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Sponsor and each participant hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The decisions of the Sponsor with respect to all aspects of this Sweepstakes are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of participants and entries.

**7.13 Waiver and Severability:** Failure by the Sponsor to enforce any of its rights at any point does not constitute a waiver of those rights. Each term and provision of these 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.

**7.14 Captions & Headings:** The captions and headings of clauses contained in these 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 Rules, or have any effect on their interpretation or construction.