

Contest Detailed Rules

Deadline: April 13, 2018

Win a MacBook Pro® Contest (the “Contest”) is administered by Western University’s Division of Housing and Ancillary Services (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at Room 3C10, Ontario Hall, 230 Sarnia Road, London, Ontario N6G 0N2. By participating in this Contest, each contestant agrees to be legally bound by these official contest entry rules (the “Rules”).

1. CONTEST PERIOD

The Contest is run by the Sponsor and will take place from January 2, 2018, 12:00:01 a.m. Eastern Time (“ET”) to April 13, 2018 at 11:59:59 p.m. ET (the “Contest Period”). The Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the contest, and select a winner from previously received applicable eligible Entries.

2. ELIGIBILITY

The Contest is open to any currently registered students in good standing at Western University, London, Ontario, Canada for the 2018-2019 academic year who:

- i. have submitted the electronic upper-year residence application (<https://myhousing.uwo.ca/portal>) to the Residence Admissions Office by the April 13, 2018 deadline date (the “Application”);
- ii. have received and accepted their residence offer and submitted their prepayment of \$900 to the Residence Admissions Office by April 20, 2018 (the “Acceptance and Prepayment”). A student’s Application and Acceptance and Prepayment shall be collectively referred to as an Entry;
- iii. are not current or incoming employees of the Sponsor or their spouse, common law spouse, child, grandchild, great grandchild or parent; and
- iv. have read, accepted and agreed to comply with the Rules and with the terms and conditions for the Department of Housing.

3 PRIZES AVAILABLE

There are a total of **eight (8)** prize(s) available to be won (individually referred to as a “Prize” and collectively referred to as the “Prizes”) consisting of the following:

Prize(s)	# of Winners	Prize Details
Grand Prize	1	The Grand Prize winner will receive a 13-inch MacBook Pro ^{®1} . The approximate retail value of the Grand Prize is \$1,700 (excluding taxes).
2 nd Prize(s)	2	Each second-place winner will receive a set of Complete Residence Essentials Linens. Visit www.residencelinens.com to view the collection.
3 rd Prize(s)	5	Each winner will receive a gift card from The Book Store at the value of \$100.

All amounts in these Rules are in Canadian dollars.

5. WINNER(S) SELECTION:

5.1 Random Draw: On or about April 26, 2018 at 4:00 pm (the “Draw Date”) in the city of London, Ontario, at the offices of the Sponsor, **eight (8)** Entries will be randomly selected from a server-generated list of all Entries received by the Sponsor’s servers during the “Contest Period”, in the order of 3rd Prize(s), 2nd Prize(s) and Grand Prize. The contestants who own the selected Entries, and who are otherwise eligible to win, will be the selected contestants who are eligible to win the Prizes subject to compliance with these Rules.

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

5.3 Contacting Selected Contestant: Sponsor or its designated representative will make a minimum of two (2) attempts to contact each selected contestant by email using the information provided at the time of submission of an Entry within five business days of the Draw Date. If the selected contestant(s) cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within 10 business days of the Draw Date, then he/she may be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate selected contestant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected contestant).

5.4 Declaration and Release Form; Skill-Testing Question: In order to be declared the confirmed Prize winner(s), each selected contestant must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, correctly answer, in person, a mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within

¹ MacBook Pro is a trademark of Apple Inc. Apple Inc. does not endorse or sponsor the University’s residence services or this promotion.

five business days of notification by e-mail, a Declaration and Release prepared by the Sponsor which, among other things:

- i. confirms compliance with these Rules;
- ii. acknowledges acceptance of the Prize, as awarded;
- iii. releases the Releasees (as defined in Section 7.8) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any Prize; and
- iv. allows the Sponsor to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements made regarding the Prize(s), 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.

If a selected contestant:

- i. does not correctly answer the mathematical skill testing question in the manner prescribed;
- ii. fails to return the properly executed Declaration and Release within the specified time;
- iii. cannot accept a Prize for any reason; or
- iv. otherwise fails to comply with the Rules;

then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select by random draw from among all remaining eligible Entries an alternate selected contestant as the potential winner of the Prize (in which case the foregoing provisions of this section shall apply to such new potential prize winner).

6. AWARDING OF PRIZES(S)

6.1 Prize Recipient(s): The confirmed Prize winners will receive a Prize in accordance with the selection of their Entry, on or within a week after their move-in day to the Residence by the beginning of 2018-19 academic year.

6.2 Prizes Notification : The Sponsor or its representatives will determine how the presentation of each Prize will occur and this may be either in a media event, by email, regular mail or in person.

7. GENERAL TERMS AND CONDITIONS

7.1 Verification of Entries: The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any contestant in this Contest. A contestant whose Entry cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Contest and will not be eligible to win a Prize. In that case, Sponsor reserves the right to conduct a reselection of a selected contestant by random draw. The sole determinant of the time for the purposes of a valid

registration and/or participation in this Contest will be the Contest server machine(s) in Eastern Time.

7.2 No Liability: The Releasees (defined below in Section 7.8) will not be liable for: (i) any failure of the Sponsor's Website, Sponsor servers or other sites during the Contest; (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 Application, Acceptance and Payment, or email from the contestant to be received by the Sponsor or for any offer of residence or email from the Sponsor to be received by the contestant 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 contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) 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); (ii) the costs of everything not specifically stated as included in a Prize is the sole responsibility of the winner; (iii) if the winner does not utilize any part(s) of his/her Prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place; (iv) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of a Prize or any component thereof; and (b) substitute a part of a Prize for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (v) by accepting a Prize, each winner agrees to waive all recourse against the Releasees (as defined in Section 7.8) 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, in its sole and absolute discretion, and 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 Content Submission Requirements:

By participating in the Contest, each contestant agrees to the interpretation of these Rules by the Sponsor.

7.6 Number of Prizes/Winners : By entering the Contest, each contestant 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 Contest, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by contestants is greater than the number of prizes available, the Sponsor reserves the right, in its sole and absolute discretion, to end the Contest 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 Contest.

7.7 Termination of Contest : The Sponsor reserves the right to void any Entry and/or withdraw, suspend, amend or terminate this Contest 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, in the Sponsor's sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, 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 by any contestant, 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, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

7.8 Release and Exclusion of Liability. By entering or attempting to enter the Contest, each contestant and/or purported contestant agrees to release, discharge, and forever hold harmless the Sponsor, and its respective officers, directors, employees, agents and other representatives (collectively, the "**Releasees**") from any and all claims, actions, damages, 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 contestant's participation or attempted participation in the Contest, 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 Contest website during the Contest 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 Contest.

7.9 Minors : For greater certainty, where the selected contestant is under the age of majority in his/her province or territory of residence, as a pre-condition to the selected contestant being declared the winner and receiving a Prize, the parent or legal guardian of the selected contestant must consent in writing to the selected contestant being declared a winner and receiving a Prize and must also sign and return to the Contest Sponsor the Contest Sponsor's form(s) of Declaration and Release documentation (see Section 5.4 above).

7.10 Name/Image of Winners and Content :

(a) By entering the Contest or submitting an Entry, each contestant:

- i. 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;
- ii. agrees that anything created by the Sponsor which is derived from the contestant's voice, photograph, image, likeness or any statements the contestant makes regarding a Prize, is owned by the Sponsor; and
- iii. on his/her own behalf, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 7.8) from and against any and all claims (whether known or unknown, in law or in equity) that he/she or any of his/her heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the Entry, name, photograph, image, likeness, biographical information, any statements they make regarding a Prize, place of residence, and/or voice.

(b) If a contestant has any questions or does not wish the Sponsor to use any or all of his/her name, photograph, image, likeness, biographical information, any statements made regarding a Prize, place of residence, and/or voice for purposes other than Contest administration or processing his/her residence application, please contact the Sponsor at 3C10, Ontario Hall, 230 Sarnia Road, London, ON N6G 0N2.

7.11 Personal Information : By entering this Contest, each contestant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and the Contestant's residence application and in accordance with Sponsor's privacy policy (www.uwo.ca) and the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the contestant otherwise specifies by giving Sponsor notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any contest-related materials, these Rules shall prevail, govern and control.

7.12 Applicable Law, Attornment and Sponsor's Decisions: This Contest and these Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Sponsor and the contestants 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 Contest are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of contestants, entries, and votes.

7.13 Waiver: Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

7.14 Severability: 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.

7.15 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.