

# RULES AND REGULATIONS

**Contest Sponsor:** RE/MAX SELECT

**Contest Name:** Win Your Mortgage Payment for 1 Year Contest

- The Contest is governed by the rules set forth below. By entering the contest, you agree to abide by these rules and the decisions of the Contest Sponsor. You also agree to comply with all applicable laws.
- Contest Period: February 1, 2020 AM Mountain Standard time to November 27, 2020 at 11.59PM
- Contest Start Date: February 1, 2020 9AM Mountain Standard Time
- Contest End Date: November 27, 2020 at 11:59 PM Mountain Standard Time
- Draw Date: December 4, 2020
- Entries must be received by the Contest Sponsor within the Contest Period in order to be eligible to win.

## Entrant Eligibility:

- The Contest is open to legal residents of Edmonton and Surrounding areas who live within the Realtors Association of Edmonton coverage area who are not employees or representatives of the Contest Sponsor or their respective affiliates, subsidiaries, related companies, agents, associates, dealers, representatives, advertising or promotional agencies or members of the immediate families of those employees and or any persons with whom they are domiciled.
- Any person under the age of 18 is not eligible to enter the contest
- For the purpose of this Contest, "immediate family member" is defined as sibling, spouse, mother, father, grandparents, step-mother/father, brother, sister, son and/or daughter.
- The Contest Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in The Contest. Failure to provide such proof may result in disqualification.
- All personal and other information requested by and supplied to the Contest Sponsor for the purpose of The Contest must be truthful, complete, accurate and in no way misleading.
- The Contest Sponsor may at any time in their sole discretion disqualify any entrant who does not meet the Contest eligibility criteria, fails to comply with these Rules & Regulations, attempts to enter The Contest in any manner or through any means other than as described in these Rules & Regulations, attempts to disrupt The Contest or attempts to circumvent any of these Rules & Regulations.
- Entries made with multiple addresses or under multiple identities during The Contest period are automatically void.

## How to Enter:

There are three methods of entry into the Contest:

1. Purchasing a residential property with conditions removed, with an agent of the Contest Sponsor qualifies you to be entered into the contest. One entry per purchase will be generated in the name(s) of all purchasers on the purchase agreement.
2. Selling a residential property with an agent of the Contest Sponsor with all conditions removed and closing within the contest period qualifies you to be entered into the contest. One entry per sale will be generated in the name(s) of all sellers on the sale agreement.
3. Alternate Means - No purchase entry. To enter the contest, hand-print the contest name, your first name, last name, address, city, province, postal code, day and evening telephone numbers and the date of your request for a no purchase entry. Include a self addressed, stamped envelope and Mail to: Re/Max Select, #102, 12650 151 Avenue, Edmonton, Alberta marked with the words, 'Win Your Mortgage Payments for 1 Year Contest'. Once the completed entry form has been received by the Contest Sponsor, one entry will be made into the contest providing that the entry form is received bearing sufficient postage prior to The Contest closing date. The Contest Sponsor will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable entries, or any delay or failure to transmit, process receive or consider entries. There is a maximum of one (1) entry per person for the alternate means of contest entry method. Contest is void where prohibited or restricted by law. The Contest is subject to all applicable federal, provincial and local laws and regulations.

## Prizes:

There will be one Grand Prize of up to \$18,000. Prize will be awarded as a lump sum.

## Prizes will be distributed in the following manner:

1 – Grand Prize. The main prize of up to \$18,000 will be paid as a lump sum and will be awarded as follows. Winning entrant must present mortgage statement from bank or financial institution within 72 hours of contest draw to be declared the winner of the grand prize. Mortgage payment includes principle and interest only.

- In the event the Contest Winner PURCHASED A PROPERTY from the Contest Sponsor, Contest prize amount will be to a maximum of \$1500 per month or \$18,000 total for the 12 month period, exact amount to be determined by the winners monthly mortgage payment (principal and interest only), for the 12 consecutive months subsequent to the prize drawing of December 4, 2020, commencing with the month of January, 2021. Prize will be awarded as a lump sum.
- In the event the Contest Winner SOLD A PROPERTY through the Contest Sponsor, Contest prize amount will be to a maximum of \$1500 per month or \$18,000 total for the 12 month period, exact amount to be determined by the winners monthly mortgage payment (principal and interest only), for the 12 consecutive months immediately preceding the sale of the winners home through the Contest Sponsor. Prize will be awarded as a lump sum.
- In the event the winner(s) has/had a monthly mortgage payment amount that exceeds \$1,500 per month, the winner(s) remain responsible to pay the difference between the \$1,500 per month award and their regularly scheduled monthly mortgage payment(s) amount.
- In the event the winner(s) has/had a monthly mortgage payment amount of less than \$1,500 per month, the winner will be awarded the actual amount of their mortgage payment.
- In the event the winning mortgage has/had a balance of less than eighteen thousand dollars (\$18,000 CDN), the Contest Sponsor will award the actual amount of the remaining balance of the mortgage.
- In the event the entrant whose entry has been drawn does not have a mortgage, then the entrant will be deemed ineligible and another entry will be drawn.

The Winning Entry will be randomly selected from all eligible entries received during Contest Period. The odds of being selected as a winner are dependent on the total number of eligible entries received. The winner will be verified and then contacted by a Contest Sponsor representative via telephone, email and/or text message and required to produce a copy of their mortgage statement within 48 hours. In the event the winner cannot be contacted, and mortgage confirmed within seventy-two (72) hours, despite customary diligent efforts, they will be disqualified, and another winner chosen. The initially selected, disqualified, potential winner(s) will have no recourse toward the Contest Sponsor.

- If a potential winner cannot accept the Prize as awarded for any reason, his or her entry will be forfeited, and another eligible entrant may be selected.
- Prize must be accepted as awarded and cannot be transferred to another person, substituted for another prize or exchanged in whole or in part.
- Under no circumstances will the Contest Sponsor, its affiliates, subsidiaries, and independent contractors, or their respective directors, officers, employees, and agents, advertising and promotion agencies be required to award more Prizes than those indicated in these Contest Rules & Regulations or award a Prize other than in accordance with these Contest Rules & Regulations.

In order to be eligible to claim their prize, the winner must:

- Correctly answer a time limited mathematical skill testing question.

- Produce valid identification and, if requested by the Contest Sponsor, proof of age and photo identification.
- Sign a Declaration of Compliance with Rules and Assignment, Release and Indemnity Form, assigning all rights to their submission to the Contest Sponsor, including all copyrights and moral rights and releasing the Contest Sponsor, their affiliates and advertising and promotion agencies from any liability in connection with the Contest or the prize awarded. If the above requirements are not met within 72 hours of the contest draw, the winner will be disqualified, and another winner will be selected in their place.

#### **Conduct:**

By participating in The Contest, each entrant agrees to be bound by the Contest Rules & Regulations. Entrants further agree to be bound by the decisions of the Contest Sponsor, which shall be final and binding in all respects. The Contest Sponsor reserves the right, at their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules & Regulations; (b) tampering or attempting to tamper with the entry process or the operation of The Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of the Contest Sponsor; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

#### **Disclaimers, Liability and Identification:**

By participating in the Contest, you release and agree to indemnify and hold harmless the Contest Sponsor and their employees, directors, officers, affiliates, agents, judges, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in The Contest or receipt or use of any prize at The Contest draw. By participating in the Contest, you further agree to indemnify and hold harmless the Contest Sponsor and their employees, directors, officers, members, affiliates, agents, judges, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to:

- your failure to comply with any of these Rules & Regulations;
- any misrepresentation you make under these Rules & Regulations or otherwise to the Contest Sponsor;
- your participation in The Contest. The Contest Sponsor shall have no liability for any loss or damage resulting directly or indirectly from your participation in The Contest.

The Contest Sponsor is not responsible for:

- incorrect or inaccurate transcription of entry information or late, lost, incomplete, misdirected entries, or entries received through impermissible or illegitimate channels;
- technical failures of any kind, including without limitation the malfunctioning of any telephone, computer, network, hardware or software;
- the unavailability or inaccessibility of any service;
- unauthorized human intervention in any part of the entry process or the Contest;
- electronic or human error which may occur in the administration of the Contest or the processing of entries; or
- any injury or damage to persons or property, including without limitation your computer, which may be caused, directly or indirectly, in whole or in part, from your participation in the Contests.

The Contest Sponsor will not be liable to you for any indirect, special, consequential, or punitive damages in connection with the Contest or these Rules & Regulations. By participating in the contest, you further agree to a complete release of all social media platforms including but not limited to Facebook and Pinterest and acknowledge that the contest is not sponsored, endorsed or administered by the social media platform being used to promote the contest offering.

#### **Privacy/Use of Personal Information:**

By participating in The Contest an entrant:

- (A) grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering The Contest, including but not limited to contacting the Winner; and
- (B) acknowledges that the Contest Sponsor may disclose the entrant's Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed in (a) above.

The Contest Sponsor will destroy all records containing personal information and/or render the personal information non-identifying so that it can no longer be used to identify any participant in The Contest, 24 months after The Contest close date. If the Entrant consents on the entry form on the space or in the manner provided, then the entrant also

- (C) grants to the Contest Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and
- (D) acknowledges that the Contest Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed in (c) above

The Contest Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Contest Sponsor's Privacy Policy as outlined at <https://allemontohomes.com>

#### **Termination:**

If for any reason the Contest Sponsor cannot run The Contest as planned, (including as a result of: no entries received, bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of the Contest) the Contest Sponsor reserves the right to cancel, modify, extend or suspend The Contest. In that event, The Contest Sponsor may award a prize at random from among the eligible entries received up to the time of the impairment or cancel The Contest.

#### **Law:**

These Rules & Regulations constitute the complete Rules and Regulations associated with The Contest. The Contest is subject to applicable federal, provincial and municipal laws and regulations. These Contest Rules & Regulations are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Contest Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules & Regulations or the rights and obligations as between the entrant and the Contest Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta.

#### **Disputes:**

All disputes, claims and causes of action arising out of or connected with the Contests, prizes or these Rules & Regulations will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Alberta, Canada, in Edmonton, Alberta.

#### **Language Discrepancy:**

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules & Regulations and disclosures or other statements contained in any contest-related materials, including but not limited to the Contest entry forms, or point of sale, print or online advertising, the terms and conditions of these Contest Rules & Regulations shall prevail, govern and control.

#### **Rule Amendments:**

The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.